



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4424574 Dated/दिनांक : 02-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-01-2024 17:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-01-2024 17:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence		
Department Name/विभाग का नाम	Department Of Defence Production		
Organisation Name/संगठन का नाम	Garden Reach Ship Builders And Engineers Limited (grse)		
Office Name/कार्यालय का नाम	*****		
Total Quantity/कुल मात्रा	213224		
1_STEEL_YD-3039 , 2_STEEL_YD-3039 , 3_STEEL_Y 4_STEEL_YD-3039 , 5_STEEL_YD-3039 , 6_STEEL_Y 7_STEEL_YD-3040 , 8_STEEL_YD-3040 , 9_STEEL_Y 10_STEEL_YD-3040 , 11_STEEL_YD-3040 , 12_STE 3040			
BOQ Title/बीओक्यू शीर्षक	DMR 249AR ABA Steel Bulb Fat for GRSE Yd 3039 3040		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience, Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes		
RA Qualification Rule	H1-Highest Priced Bid Elimination		
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Primary product category	1_STEEL_YD-3039		

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

43/46, Garden Reach Road, Kolkata - 700 024

ePBG to be submitted as per the standard format to be collected from GRSE. No other format will be accepted. Vendor has to upload ePBG as per GRSE format on GeM portal to enable them to initiate the billing activities on GeM.

(Garden Reach Ship Builders And Engineers Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	1_steel_yd-3039	2110

Schedule 2	2_steel_yd-3039	34610
Schedule 3	3_steel_yd-3039	14000
Schedule 4	4_steel_yd-3039	17331
Schedule 5	5_steel_yd-3039	19430
Schedule 6	6_steel_yd-3039	19131
Schedule 7	7_steel_yd-3040	2110
Schedule 8	8_steel_yd-3040	34610
Schedule 9	9_steel_yd-3040	14000
Schedule 10	10_steel_yd-3040	17331
Schedule 11	11_steel_yd-3040	19430
Schedule 12	12_steel_yd-3040	19131

1_STEEL_YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट		ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
	100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	***********Kolkata	2110	30

2 STEEL YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	***********Kolkata	34610	30

3_STEEL_YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	14000	30

4_STEEL_YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	17331	30

5 STEEL YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Kolkata	19430	30

6_STEEL_YD-3039

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./я	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*********Kolkata	19131	30

7_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Kolkata	2110	30

8_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	34610	30

9_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Kolkata	14000	30

10_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	17331	30

11_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Kolkata	19430	30

12_STEEL_YD-3040

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Kolkata	19131	30

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER [NIT]

(Tender Cum Reverse

Auction)

ONLY FOLLOWING NOMINATED VENDORS ARE ALLOWED TO PARTICIPATE IN THIS GEM CU STOM BID CUM REVERSE AUCTION

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- 1. M/S. Star Wire (India) Ltd. [Harayana].
- 2. M/S. Krishna Allied Industries Pvt Ltd. [Mumbai]

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<u>Item: Procurement of DMR-249AR (ABA) Steel Bulb Fat for GRSE Y</u> d. 3039-3040

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- .. Tender must be submitted in GeM Portal.
- 2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India
 - a. GeM (Government eMarketplace) gov.in

https://gem.

b. TReDS (Trades Receivables e-Discounting System) <u>www.invoicemart.co</u>

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the regis tration number allotted by TReDS in their bids.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. **PRICE DISCOVERY & PRICE BASIS :-**

a) Price shall be discovered through ONLINE REVERSE AUCTION (R.A) in G eM . ONLY THE TECHNO-COMMERCIALLY VALID VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE 'REVERSE AUCTION' EVE NT. THE DATE & TIME OF R.A SHALL BE INTIMATED TO ALL THE ELIG IBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.

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- b) Start bid price which shall be promulgated prior to commencement of rever se action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, p acking & forwarding charge, freight and transit insurance.
- c) Prices should remain valid for 60 days from the date of Reverse Au ction and shall remain firm & fixed till complete execution of the order & s hall not attract any escalation whatsoever.
- 4. NSIC Single Point Registered firms for supplying above mentioned item may be exem pted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid along with a valid relevant NSIC Single Point Registration Cert ificate up to its monetary limit.

PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) O RDER: -

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circul ars to the Order, as issued by the Ministry of MSME, shall be applicable as o n the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for d etails 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 c lass 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.

6. **PRICE:**

Price shall be fixed and firm till full execution of order, and offer should be valid for 60 days from the date of RA. Freight & Insurance should be indicated separately in the price bid.

7. **L1 DETERMINATION:**

L-1 determination on item wise through RA.

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B. **CONDITIONAL OFFER:**

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

9. **DELIVERY SCHEDULE:**

Delivery schedule YD wise:

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3039---- within 30 Days from the date of placement of PO

3040---- within 30 Days from the date of placement of PO

Ordered Materials 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 A M on half working days. Late supply will not generally be accepted. **Firm should send delivery intimation 2 working days in advance to GRSE for sm ooth unloading operation.**

10. **DELIVERY POINT:**

- a) Materials are to be delivered to Steel Stock Yard, **GRSE Main Unit, Kol kata or in and around Kolkata /Howrah,** at partner shipyard.
- b) Material must be free from all types of defects i.e. internal flaw / lamination, rust, pitting, scales, bends, waviness, racks etc.
- 11. Material must be free from all types of defects i.e. internal flaw / lamination, rust, pit ting, scales, bends, waviness, racks etc.
- 12. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY**: As indicated in the technical bid vide technical specification as per. TSP NO: GT10000007M. (Rev . 01)
- 13. **INSPECTION:** As per SOTR.

14. **PART ORDER:**

Part order for this tender is applicable.

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15. **QTY. TOLERANCE ± 5 %.**

For billing purpose, weight of the supplied material mentioned in vendor's invoice and weighment at GRSE yard or any other reputed weighbridge whichever is lower would be final and GRN would be issued by GRSE (SSY) based on lower weight basis.

16. **TEST REQUIREMENT:**

All applicable test certificate for billet / boom to be submitted along with purch ase / delivery documents.

17. **GUARANTY / WARRANTY CERTIFICATES:**

Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of 12 Months from the date of delivery of f inal / last closing consignment. Vendor will furnish 12 months G.C accordingly along with the supply.

18. **TERMS OF PRICE:**

- a) The rate quoted must be legible. Quoted Price must be F.O.R. GRSE (including freight & insurance), Kolkata or around Kolkata/Howrah destination basis. Price quoted should include for proper packing to withstand heavy / Sea / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.
- **b) Freight & Insurance charges** to be clearly indicated in the price bid on p er Ton basis.
 - c) L1 Price will be determined on the basis of Delivered Cost at GRSE.
 - d) GRSE reserves the right to place the order on Ex-Work or Delivered Price basis as per the requirement.

19. TAXES & DUTIES:

GST rate & HSN code and other Duties / Charges (if any) should be clearly indicated in Techno-Commercial bid.

20. **L.D. CLAUSE:**

In case of late delivery beyond the contractual delivery date, 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 the delayed part.

21. RISK PURCHASE:

If successful tenderer fails to supply material within the stipulated delivery dat e, GRSE reserves the right to procure same or equivalent material from alterna tive sources at the vendor's risk, responsibility and cost.

22. <u>Integrity pact (I.P):</u> I.P in non-judicial stamp paper of value Rs 100 or above must be submitted as per attached format along with techno commercial bid. Hard copy (original) must be sent to the undersigned through speed/courier prior to tender due date. Offer without integrity pact may be rejected.

23. ORDER COMPLETION:

Order once placed must be completed in full within the stipulated delivery peri od, unless otherwise specially agreed by the buyer in writing.

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24. **INDIVIDUALITY OF CONTRACT :-** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

25. **PAYMENT TERMS:**

100% payment through ECS / EFT mode within 30 days on submission of clear bill along with Gate Stamped Receipted Challan, ICGRN & 10% PBG valid for 12 months from date of last supply. In absence of PBG, 90% payment can be mad e and 10% will be retained till guarantee period of 12 months.

26. **PERFORMANCE BANK GUARANTEE (PBG):**

Materials / Equipment to be supplied are guaranteed for free replacement / re pairs, against defective design, material, workmanship for a period of 12 mont hs from the date of commissioning / using OR 18 months from the date of recei

pt of material at GRSE whichever is earlier. During the guarantee period the ve ndor should attend to any defect within 48 hours of reporting and should repla ce the defective part, free of cost, to make the equipment functional or the wh ole equipment is to be replaced free of cost, if required, within 15 days of reporting.

A Bank Guarantee covering 10% value of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guaran tee period from the date of despatch / supply of last consignment. GRSE reser ves the right to invoke the above Bank Guarantee at any time during its validit y period in the event of any breach of terms stipulated in the order.

In case PBG is not submitted, 90% payment will be released & balance 10% aft er completion of Guarantee Period.

27. PROCEDURE OF SUBMISSION OF BANK GUARANTEE :-

Bank Guarantee should be executed on the non-judicial stamp paper of Rs.120/- which should be obtained in the name of the executing Banker. In case a sing le stamp paper of Rs.120/- is not available, stamp paper of multiple denominati on is acceptable provided serial no. of such stamp paper are consecutive and a re 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 Dep t.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address:- Chief General Manager (F), Garden Reach Shipbuilder s & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024.

28. **RIGHT TO INVOCATION OF BANK GUARANTEE:**

GRSE reserves the right to invoke the Bank Guarantee at any time during its v alidity period in the event of failure / delay in supply / breakage any sorts of op erational complication of ordered materials / breach of any terms of this contra ct.

29. **EXECUTION OF ORDER:**

Order once placed must be executed in full within the stipulated delivery perio d, unless otherwise specially agreed by the buyer in writing.

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30. **SUBMISSION OF DOCUMENTS:** For late submission of original despatch doc uments / wrong documentation, demurrage / wharfage charges if incurred, sha II be recovered from the supplier.

B1. ACCEPTANCE:

- (a) It is **NOT** the binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right **NOT** to accept any of the tender or part of a t ender without assigning any reason whatsoever.
- (b) Splitting of tender Qty: Not Applicable.

B2. **REJECTION:**

Rejection of materials and also the late delivery will affect further business wit h GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Re placement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

B3. **SECRECY CLAUSE:**

All information given to the supplier for the execution of the order is to be trea ted as SECRET/CONFIDENTIAL. The technical information, drawings, specificati on and other related documents forming part of this Enquiry / order are the pr operty 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, transcri bed, traced or reproduced in any other form or otherwise in whole / part or dup licated, modified, divulged and / or disclosed, to a third party not misused, use d in any other form whatsoever without purchaser's prior consent in writing ex cept to the extent required for the execution of this order. At the time of tende ring the tenderer has to give an undertaking in favour of G.R.S.E. that in the ev ent of any breach of the above provisions, he would make good of any loss / co st / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in t his respect.

B4. **PATENT RIGHT:**

GRSE shall be completely absolved of any responsibility towards any infringem ent of Patent Right etc. i.e. a clear and quite possession of goods should take p lace with the passing of title on execution of the order.

B5. **CANCELLATION OF ORDER:**

GRSE reserves the right to cancel the tender / **order** in part / full without assig ning any reason and with no financial implication.

β6. **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.

B7. **ARBITRATION:**

- i) If at any time, before during or after the contract period, any unsettled claim, ques tion, dispute or difference arises between the parties, upon or in relation to or in conn ection 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 appointe d by the parties on mutual consent, in accordance with the provisions of the Arbitrati on and Conciliation Act, 1996.
 - ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 d ays 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 provision s of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitra tor 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 th ere under or any statutory modification or re-enactment thereof for the time b eing 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 s aid Sole Arbitrator if appointed by the parties mutually the said parties may ag ain 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 inca pacity or whatsoever of the said Sole Arbitrator, either of the parties in this beh alf, may make an application to the Hon'ble High Court at Calcutta for appoint ment 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 steno grapher and clerk, stamp paper etc. shall be shared equally by the parties, unl ess 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 & Engi neers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

viii) The language of the proceeding shall be in English.

B8. **JURISDICTION:**

All disputes arising out of the contract if required to be referred to a court of la w, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the vendor.

B9. **COMPLIANCE WITH LAWS:**

Vendor is warranted that all goods purchased against the enquiry shall confor m to all applicable cities, States and Central Laws, Ordinances and Regulation s. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

40. 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 Lt d.

Note:-

Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Packing List which may require for receipt & acceptance of material GRSE Store to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non submission of above documents (hand & soft copy) will liable to delay in process for payment.

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

41. **ADDITIONAL ORDERING**: The purchaser reserves the right to placing repeat order

20-50% additional quantity on the total tendered quantity of each item during the project execution period (12 months from Last Receipted Date) with same terms and conditions.

For any clarification please contact -

SI.	-	Contact Details
1	For any kind of techni cal specification relat ed quarries	Mr. PARVEEN KUMAR KACHHAW AHA (MGR - CDO) Email: Kacchawaha.Parveen@gr se.co.in
2.	For any kind of comm ercial related quarries	Ms. T. Gargary Dana (SR.MGR-P URCHASE) Email: Gargary.Tumpa@grse.co.in

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 & COND ITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY ME NTIONED IN OFFER.
- 3] GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.
- 4] MATERIAL QTY IN PCS/NOS SHOULD BE REFLECTED IN THE DELIVERY INVOICE IN ADDITION TO BILLED QUANTITY IN TO.
- 5] AFTER COMPLETION OF REVERSE AUCTION, L-1 BIDDER WILL SUBMIT ITEM WI SE EX-WORK PRICE ANF FOR GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(T.Gargary Dana)

Sr. Manager (Purchase)

Mob: 8420008832

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

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---