



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5015237  
Dated/दिनांक : 05-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-06-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-06-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	1
Item Category/मद केटेगरी	MAXPRO 200 TORCH HEAD FOR CNC PLASMA CUTTING MACHINE
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,Additional Doc 1 (Requested in ATC) *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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
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	Total value wise evaluation

**Bid Details/बिड विवरण****Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।**

Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता

No

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता

No

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

No

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. 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.

2. 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

## MAXPRO 200 TORCH HEAD FOR CNC PLASMA CUTTING MACHINE ( 1 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### 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	1	30

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

#### 1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### INSTRUCTIONS TO BIDDERS FOR CUSTOM BID ON GeM

1. For detailed Tender Documents, refer to documents attached link at **"Buyer Uploaded ATC Document"**. Duly filled and signed all relevant formats attached in Annexure to be submitted without any deviation with the bid. **ANNEXURE - I ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS**, **ANNEXURE - II ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL TERMS** [Refer to documents attached at Buyer uploaded ATC document].

2. Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd.), hereinafter referred to as Purchaser, intends to invite offers single vendor nominated tender basis in two bid system through GeM Portal for supply of the items in line with Technical Specification & Terms and Conditions can only participate for this bid.

3. Price shall be discovered through online bidding process to be conducted through GeM portal and after conclusion of contract at GeM, the same order will be converted to GRSE, SAP Purchase Order with the terms & conditions. All Terms & Conditions, GR, Payments will be governed and regularized through GRSE, SAP Purchase Order only.

4. It is a two-part bid hence request not to quote anything pertaining to price in technical bid.

5. All other terms & conditions as per GeM GTC attached with this ATC. All the vendors need to have a detail study on GeM GTC attached herewith. The clauses which are not elaborated/mentioned herein GeM GTC to be strictly followed. Clauses which are already elaborated herein same will supersede the GeM GTC clause/s.

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**-: COMMERCIAL TERMS & CONDITIONS: -**

**1. TERMS OF PRICE:** - Quoted Price must be on FOR basis inclusive of taxes & duties and also should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full. No price escalation is allowed at any stage.

**2. DELIVERY SCHEDULE:** - Earliest by within 30 days from the date of PO issue.

**3. DELIVERY POINT:** - Mr. Durvesh Kumar Prasad, Manager (ES) Garden Reach Shipbuilders & Engineers Ltd., Main Unit, 43/46 Garden Reach Road, Kolkata 700024.

**4. EXECUTION OF ORDER:** - Order once placed must be executed in full within the stipulated schedule period.

**5. OFFER VALIDITY:** - Offer must remain firm and open for acceptance for 90 days from the date of tender opening.

**6. MODE OF DISPATCH:** - To be delivered at vendor's own cost. E-way bill to be arranged by vendor end if required.

**7. TAX:** Applicable rate of GST & its HSN code must be clearly indicated in Techno-Commercial bid. Please do note at GEM quoted rate to be inclusive of all taxes.

**8. PAYMENT TERMS:** 100% payment after supply, installation & commissioning of spares to be made within 30 days against submission of clear ink signed original bill supported with GR and Work Done Certificate through ECS / NEFT mode. GR will be issued only after receipt & acceptance of material by the inspection authority.

**9. INSPECTION AUTHORITY:** - Inspection by GRSE user dept (ES) or his authorized representatives.

**10. SUBMISSION OF BILL:** - All bills / invoice for Payments are to be submitted with all relevant documents to Mr Durvesh Kumar Prasad, Manager (ES).

**11. LIQUIDATED DAMAGES:** - For delay in completion, if any, Liquidated Damages (LD) will be imposed @1/2% per week or part thereof on the undelivered portion of the order subject to maximum of 10% of the value of the order.

**12. 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 Contracted Supplier's risk, responsibility & cost.

**13. FORECLOSURE:** - If at any time after acceptance of the tender and conclusion of Contract, GRSE shall decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full amount for supply executed at site and in addition, a reasonable amount as certified by the store: -

(a) Any expenditure incurred on preliminary site work at GRSE, if any.

(b) Reasonable compensation for transfer of tools, cylinders & other relevant equipment from GRSE site to Supplier/Contractor's permanent stores or to his other works, whichever is less. If tools & plants are not transported to either of the said places, no cost of transportation shall be payable.

(c) The reasonable number of items on (a) & (b) above shall not be in excess of 2% of the cost of the Supplies remaining incomplete on the date of closure.

(d) Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with- any outstanding balances due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by

GRSE from the contractor under the terms of the contractor.

**14. CANCELLATION OF TENDER/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.

**15. 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 conditions. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

**16. ARBITRATION: -**

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 may 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 - 700 024.

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

**17. JURISDICTION:** - All the disputes arising out 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 Supplier.

**18. BIDDER/SUPPLIER RESPONSE:** - Bidder will have to comply with / respond to all the above points as well as to respond the seek clarification at GeM portal. Bidder may note that for any deviation to the above points, GRSE reserves the right to reject your offer as non-responsive

3. **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.

#### 4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---