



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5010404
Dated/दिनांक : 04-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-06-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-06-2024 12:30:00
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	13995
Item Category/मद केटेगरी	SUGAR FREE CREAM CRACKER BISCUIT_1 , SUGAR FREE CREAM CRACKER BISCUIT_2 , SUGAR FREE CREAM CRACKER BISCUIT_3 , SUGAR FREE CREAM CRACKER BISCUIT_4 , SUGAR FREE CREAM CRACKER BISCUIT_5
BOQ Title/बीओक्यू शीर्षक	SUGAR FREE CREAM CRACKER BISCUITS FOR GRSE CANTEENS
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	Experience Criteria,Certificate (Requested in ATC),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
Primary product category	SUGAR FREE CREAM CRACKER BISCUIT_1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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

SUGAR FREE CREAM CRACKER BISCUIT_1

(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	View File
BOQ Detail Document	View File

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

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	8000	730

SUGAR FREE CREAM CRACKER BISCUIT_2

(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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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	2200	730

SUGAR FREE CREAM CRACKER BISCUIT_3

(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	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****Kolkata	1465	730

SUGAR FREE CREAM CRACKER BISCUIT_4

(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	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****Kolkata	1350	730

SUGAR FREE CREAM CRACKER BISCUIT_5

(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	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****Kolkata	980	730

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 ::

(Open Tender - Reverse Auction)

ITEM : PROCUREMENT OF SUGAR FREE CREAM CRACKER BISCUITS FOR GRSE CANTEENS FOR T HE PERIOD OF 02 YEARS.

- COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through GeM portal. The mentioned information should be clearly filled up in GeM and upload the same.
2. Bidders are required to be registered in the following facilities / portals as per directiv

es of the Government of India -

- a. GeM (Government eMarketplace) <https://gem.gov.in>
- b. TReDS (Trades Receivables e-Discounting System) www.invoicemart.com

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration 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. MSE/NSIC Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee & EMD against formal approach in techno-commercial bid along with a valid relevant MSE/NSIC Registration Certificate up to its monetary limit.

4. **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.

5. **TENDER FEE: - Not applicable.**

6. **EARNEST MONEY DEPOSIT (EMD):- Not applicable.**

7. **VALIDITY: -**

All Tenders must remain firm and open for acceptance **for 120 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. GeM has a present provision of 90 days which need to be enhanced upto 120 days as and when required.

8. **TERMS OF PRICE:-**

The rate quoted must be legible. Quoted Price must be F.O.R. destination/GRS E Kolkata basis. **The quoted price must remain absolutely FIRM & FIXED during tenure of the contract period for 2 years i.e. 01.09.2024 to 31.08.2026.**

You may note that no price-revision will be considered after submission of the price bid / completion of Reverse Auction and during the tenure of contract.

9. **TENURE OF CONTRACT: -**

The item 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.

10. **FOR NEW / UNREGISTERED VENDORS** to submit the following documents:-

(a) Submission of the constitution and status of the firm.

(d) Submission of PAN together with copies of trade license, Xerox copy of GST registration.

(e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.

(f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.

(g) Either OEM or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed along with technical bid to qualify participation by an authorized dealer / distributor.

11. **PART ORDER: -**

Part order is not applicable against this tender enquiry.

12. **L-1 DETERMINATION: -**

L-1 bidder shall be decided on totality basis. Vendors are requested to quote all

l the items.

13. **CONDITIONAL OFFER: -**

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

14. **PRICE BID TEMPLATE: -**

Reference Price Bid Template is attached herewith. No price information should be given with the techno-commercial bid. L-1 vendor has to submit price break-up (Basic Price and Tax) as per the template after L-1 determination after Negotiation / RA.

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15. **INSPECTION: -**

Quality and Quantity of supply as checked and certified by the respective Canteen in-charge or any official authorized by the company shall be treated as final.

16. **GUARANTEE PERIOD: -**

a>The supplied materials/service are to be guaranteed against manufacturing defects and satisfactory performance for a period of 3 months from the date of receipt of materials at GRSE, under normal conditions of storage and a Supplier's Guarantee Certificate is to be submitted to this effect 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.

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17. **DOCUMENTATION: -**

a) Supplier's Guarantee Certificate and other certificates (if any) are to be provided along with delivery of material failing which materials are liable to be rejected.

b) Scanned copies of the above certificates are to be emailed to the ordering authority for records.

18. **PAYMENT TERMS: -**

100% payment to be made within 30 days through ECS/NEFT mode against clear bill supported with ICGRN & GRSE Gate Receipted Challan. ICGRN will be issued only after receipt and acceptance of the item from respective canteen in-charge.

Note :-

Soft copy of all relevant documents 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 bill with inappropriate documents will be charged.

19. **CONTRACT PERFORMANCE BANK GUARANTEE: -**

You will be submit 5% of total ordered value as CPBG as per GRSE format (enclosed) within 10 days after receipt of P.O. from Nationalized Bank. This CPBG shall be valid till tenure of contract and will be released to you immediately after execution of order in full successfully. The CPBG will be enashed 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.

20. **EXECUTION OF ORDER: -**

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

21. **SUBMISSION OF DOCUMENTS: -**

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

22. **DELIVERY: -**

Within 30 days or earlier from issue of LOA/PO. Delivery shall be completed within contractual delivery date from the date of receipt of LOA/PO. Vendor's not accepting Delivery Schedule may not be considered for further processing.

23. **DELIVERY POINT: -**

a) Materials are to be delivered to

- i. Tea Canteen, Main Unit, 43/46 Garden Reach Road, Kolkata - 700 024.
- ii. Tea Canteen, FOJ Unit, P-70 Karl Marx Sarani, Kolkata - 700 043.
- iii. Tea Canteen, RBD Unit, 44 Garden Reach Road, Kolkata - 700 044.
- iv. Tea Canteen, 61 Park Unit, 61 Garden Reach Road, Kolkata - 700 024.
- v. Tea Canteen, Taratala Unit, P-2/2 Taratala Road, Kolkata - 700 024.

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 REQUISITION ONCE / TWICE IN A MONTH. NO CHARGES FOR TRANSPORTATION WILL BE BORNE BY GRSE.

b) The items are to be delivered against proper delivery challan / consignment note (in quadruplicate) indicating Purchase Order details, Material Code Nos., Yard Nos. are also to be marked/tagged on the items. Late supply will not generally be accepted.

24. **DELIVERY TIME:-**

I. Before 09.30 AM on working days.

II. Quality and quantity of supply will be checked and certified by respective unit canteen-in-charges or their representatives.

III. Bidder's representative needs to be present during delivery and receipt inspection at each point of delivery.

IV. Bill for accepted quantity only is to be submitted for payment.

V. Delivery date/s may vary from unit to unit.

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25. **MODE OF DESPATCH :-**

a) For local supplier:

To be delivered to GRSE at your cost.

b) For outside supplier:

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.

Way Bill / Road Permit: As per notification of GST Council, online Way Bill has to be generated through GST Way Bill portal. Supplier / authorized transporter can generate online Way Bill.

26. **TRANSIT INSURANCE: -**

Transit Insurance will be arranged by the firm at their (vendors) cost.

27. **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.

28. **REJECTION OF MATERIALS: -**

Rejection of materials and also the late delivery will affect further business with 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. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

29. **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.

30. **CANCELLATION OF ORDER: -**

In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

31. **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.

32. **SECURITY 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 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.

33. **PATENT RIGHT: -**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quiet possession of goods should take place

place with the passing of title on execution of the order.

34. **LIQUIDATED DAMAGE: -**

In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier / vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 5% of the value of the order for delayed part.

35. **RISK PURCHASE: -**

If the ordered items are not supplied within the stipulated delivery date, GRSE reserves the right cancel the order and procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost.

36. **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 Ar

bitrator 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 61, Garden Reach Road, Kolkata - 700 024.

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

37. **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.

38. **COMPLIANCE WITH LAWS: -**

Vendor is warranted that all goods purchased against the enquiry shall conform to 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.

39. 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.

40. **You will have to submit bid in Two Part (Techno-Commercial Bid & Price Bid) in GeM mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.**

41. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement.

42. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.

43. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.
44. All other terms & conditions as per GRSE STACS.

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.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.

(ARUP DAS)

MANAGER (PURCHASE)

Commercial Dept., Administrative Block, 2nd Floor, South Wing

61 Park Unit, Garden Reach Road, Kolkata-700024

Phone: (033) 2469 8100-13; Ext: 228

Email: Das.ArupKr@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. 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---