



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5203105
Dated/दिनांक : 25-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-08-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-08-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	4
Item Category/मद केटेगरी	UPGRADATION OF OMS TO FACILIAE TAB BASE (PHASE-I) , TAB BASED INSPECTION WITH POC (PHASE-I) , UPGRADATION OF OMS TO FACILIAE TAB BASE (PHASE-II) , TAB BASED INSPECTION (PHASE-II)
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/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	UPGRADATION OF OMS TO FACILIAE TAB BASE (PHASE-I)
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

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	39000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

Garden Reach Shipbuilders & Engineers Limited

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.

(43/46 Garden Reach Road, Kolkata -700024)

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

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

UPGRADATION OF OMS TO FACILITATE TAB BASE (PHASE-I) (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification

Document/क्रेता विशिष्टि दस्तावेज

[Download](#)

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	1	90

TAB BASED INSPECTION WITH POC (PHASE-I) (1 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	1	90

UPGRADATION OF OMS TO FACILITATE TAB BASE (PHASE-II) (1 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	120

TAB BASED INSPECTION (PHASE-II) (1 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	120

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER [NIT]

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GEM CUSTOM BID (OPEN TENDER CUM RA)

Item: - Upgradation of OMS to facilitate Tab Based inspection with POC for GRSE QA

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1. 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) <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. **PRICE DISCOVERY & PRICE BASIS: -**

a) Price shall be discovered through **ONLINE REVERSE AUCTION (R.A) (through GeM portal) ONLY. THE TECHNO-COMMERCIALY VALID VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE 'REVERSE AUCTION' EVENT. THE DATE & TIME OF R.A SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**

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b) Start bid price shall be promulgated prior to commencement of reverse auction, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, packing & forwarding charge, freight and transit insurance.

c) **Prices should remain valid for 60 days from the date of Reverse Auction** and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

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

5. **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.

6. **TENDER FEE (Non Refundable):- Not applicable.**

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7. **EARNEST MONEY DEPOSIT (Refundable) :-**

EMD will be Rs. **39,000/-** (Thirty three thousand only) Vendor need to submit EMD in form of bank D.D. in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata send the demand draft to GRSE Main Purchase Department addressed to Tumpa Gargary Dana, Manager (Purchase) office of General Manager (NCM), New Office Building, 43/46, Garden Reach Road, GRSE Main Unit Kolkata - 700024 in the upper portion of envelope. Please scan the demand draft and attach it techno commercial offer. Offer without EMD will be rejected.

GRSE reserves the right to reject the offer in case the scanned copies of DD for both Tender Fees/EMD are not attached in technical bid.

8. **ELIGIBLE CRITERIA :** Bidders to be submit the following **eligible criteria** against said tender , otherwise their offer will not consider for further processing: -
 - (a) Submission of the constitution and status of the firm.
 - (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
 - (c) Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).
 - (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.** [Not applicable for GRSE's registered Firms].
 - (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
 - (g) **Either Prime Manufacturer or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of prime manufacturer has to be enclosed with Part A of offer to qualify participant**

ion by an authorized dealer / distributor.

9. **TERMS OF PRICE:-**

The rate quoted must be legible. Quoted Price must be F.O.R. GRSE, Kolkata basis. Price quoted 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.

10. **OFFER VALIDITY:-**

All Tenders must remain firm and open for acceptance for **120 days** from the date of opening of Techno-commercial bid. 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.

11. **CONDITIONAL OFFER:-**

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

12. **PART ORDER:-** Not Applicable

13. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:-** - As per indicated in the technical bid & SOTR.

14. **L-1 DETERMINATION:-** L-1 bidder shall be decided on totality basis.

15. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:-** As per SOTR NO: QA/T AB/001 dtd: 12 May 2024 & Technical bid.

16. **TAX:-**

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

17. **QTY. TOLERANCE:-**

~~+ 5% for billing purpose, weight of the supplied material mentioned in vendor's challan/invoice and weighment at GRSE yard or any other reputed weighbridge whichever is lower would be final and GRN would be issued by SSY based on lower weight basis. —Not applicable~~

18. **INSPECTION:-**

Receipt Inspection to be done by GRSE QA dept.

19. **FREIGHT/PACKING & FORWARDING/INSURANCE CHARGES:** - To be borne by vendor, if any.

20. **ACCEPTANCE:-**

It is 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 whatsoever. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser reserves the right to order 25% more / less of the total tendered quantity. The purchaser reserves the right to cancel the tender / order at any point of time without assigning any reason whatsoever. The purchaser also reserves the right to short close the order without assigning any reason whatsoever, in case delivery of total order quantity is not completed within the contractual delivery date.

21. **GUARANTEE PERIOD :-** The vendor should provide support after its successful delivery (Phase-2) to GRSE for next 6 months for any development/change if required after its usage.

22. **CERTIFICATE:-**

As per SOTR NO: QA/TAB/001 dtd: 12 May 2024.

23. **MODE OF DISPATCH:-**

For local supplier:-To be delivered to GRSE at your cost.

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:- E-way bill to be arranged by vendor's end, if required.

24. **DELIVERY SCHEDULE :-** Phase -1: Within three months from the issuance of LOA /PO whichever is earlier.

Phase -2 :Within three months from the written confirmation from GRSE for undertaking

ng Phase-2 work.

Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing. Vendor's not accepting delivery schedule may not be considered for further processing.

25. **DELIVERY POINT:-** GRSE-QA

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26. **PAYMENT TERMS:-**

(i) Phase -1 payment: 100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with acceptance certificate of proof of concept by GRSE QA dept., and against submission of Performance Bank Guarantee for 5% of order value in GRSE format valid till expiry of guarantee period (till 06 months from the date of successful delivery and acceptance of Phase-2 by QA dept.)

(ii) Phase-2 Payment: 100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with acceptance certificate of entire software along with One Tab by GRSE QA dept.& guarantee certificate.

27. **SUBMISSION OF PERFORMANCE BANK GUARANTEE:-**

A Bank Guarantee covering 5% value of the contract is to be furnished before claim of payment. Keeping the same valid for Guarantee Period (till 06 months from the date of successful delivery and acceptance of proof of concept by QA dept. of Phase-2), GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.

In case PBG is not submit, 90% payment will be released & balance 10% after completion of Guarantee Period (till 06 months from the date of successful delivery and acceptance of proof of concept by QA dept. of Phase-2). Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address :- General Manager (F), Garden Reach Shipbuilders & Engineers Ltd., 61 park Unit ,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 validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

29. **LIQUIDATED DAMAGE:-**

In case of late delivery beyond contractual delivery date, all orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 10% of the value of the order for the delayed part. To release L/D amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee.

30. **RISK PURCHASE:-**

If successful tenderer fails to supply material within the stipulated delivery date GRSE reserves the right to procure the same or equivalent material from alternative source at vendor's risk, responsibility & cost.

31. **SECURITY DEPOSIT :-**

You will be submit 5% of total ordered value as Security Deposit BG as per GRSE format (enclosed) within 10 days after receipt of P.O. from Nationalized Bank. This B.G. shall be valid till tenure of contract and will be released to you immediately after execution of order in full. The B.G. will be encashed in case of failure to supply the material in time or if the progress of mfg. is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice.

32. **INTEGRITY PACT (I.P) :** ~~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. —Not applicable.~~

33. **REJECTION:-**

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

34. **CANCELLATION OF ORDER / TENDER:-**

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

to the firm on this account.

35. **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.

36. **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 with the passing of title on execution of the order.

37. **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 re

signation 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.

38. **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.

39. **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.

40. **COMPLIANCE WITH LAWS:-**

Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

41. 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.

42. In case of single part offer, GRSE reserves the right to reject the Technical offer of th

e bidder not confirming to the tendered requirement.

43. **GeM SELLER ID (Government e-Marketplace):-**

All the participants has to register in Government e Market place (GeM) and has to share the unique GeM Seller ID with offer. If not indicating registration details in their bids, GRSE reserves the right to disqualifying their bids without assigning any reason whatsoever.

44. **TReDS (Trades Receivables e-Discounting System) :-**

All the participants has to register in TReDS and has to share the TReDS registration number allotted by TReDS in their bids.

45. **SUBMISSION OF DOCUMENTS:-**

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

46. **SUBMISSION OF BILL:-**

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

47. Please superscribe the following on the top of envelope: -

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

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

48. All other terms & conditions as per GRSE STACS.

49. **CONTACT MATRIX:-**

For better understanding following contact details are given to ensure the smooth processing of the tender:-

SINO	Item	Contact details
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1	For any kind of technical /specification related quarries	Mr. Ujjawal Kumar Singh Email id:- Singh.Ujjal@grse.co.in
2	For any kind of commercial quarries	Ms. Tumpa Gargary Dana Email id:- Gargary.Tumpa@grse.co.in

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NOTE:-

1. Bidders should read the **standard terms and conditions (STACS) included in the Tender carefully prior to filling up this acceptance format.**
2. This format should be properly filled signed and returned along with your technical bid for considering your bid.
3. **Please indicate:** ACC- For accepted, NO - For not accepted and DEV - For deviation taken.
4. Separate sheet to be attached for any deviation taken by you.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(T. Gargary Dana)

Sr. Manager (Purchase)

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

2. **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.

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---