

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-03-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-03-2025 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	*****
क्रेता ईमेल/Buyer Email	buycon21.grsbelg.wb@gembuyer.in
Total Quantity/कुल मात्रा	5
Item Category/मद केटेगरी	High End Laptop - Notebook (Q2)
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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).	36

(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 :

Garden Reach Ship Builders and 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

(61 Garden Reach Road, Kolkata-700024)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

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:

- 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

High End Laptop - Notebook (5 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	Base Processor Number	For Higher Processor Or higher
	Higher Processor Number	Intel Core Ultra 7 155H, Intel Core Ultra 7 165H, Intel Core i7-13700H, Intel Core i9-12900H, Intel Core Ultra 9 185H Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16, 32 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.07 (14 In to 14.99 In)
Storage	Capacity of Storage Drive (in GB)	1024

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	5	30

Special terms and conditions-Version:3 effective from 31-01-2025 for category High End Laptop - Notebook

1.

For Buyers	
Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
Operating System	1. There is no requirement that the OEM of the Laptop - Notebook should be a device partner of Microsoft and holding a Microsoft Authorization Form (MAF) from the software provider. 2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners. 3. Buyers may ensure that MAF shall not be made a mandatory requirement in bids. 4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM. 5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft. 6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both. 7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Laptop OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both. 8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. 9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system
Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the Laptop-Notebook under ATC clause.
Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.

Processors	Intel and AMD Processors are added as per Model Technical Specification of Laptop - Notebook issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024
Warranty	1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.
OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
Check points during Acceptance of Supplies	Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC: i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.
Battery Backup	Buyer may check/validate battery backup time with appropriate benchmark.
For Sellers	
OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.
Changing or altering the configuration	Seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.
Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.

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 CATALOGUE BID OPEN TENDER CUM RA

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ITEM:- Supply of LAPTOP for IT Dept.

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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) FOR THE SUPPLY OF LAPTOP (through GeM portal) ONLY THE TECHNO-COMMERCIALLY 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 which shall be promulgated prior to commencement of reverse action, which shall

all 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.**

7. **EARNEST MONEY DEPOSIT (Refundable) :- Not applicable.**

8. **ELIGIBLE CRITERIA :** Bidders to submit the following **eligible criteria** against said tender, otherwise their offer will not be considered 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, 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.

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 in to 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 GeM specification and technical bid.

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

15. **TAX:-**

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

16. **QTY. TOLERANCE:-** Not applicable

17. **INSPECTION:-**

Receipt Inspection to be done by GRSE IT dept. (Main Unit).

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

19. **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.

20. **GUARANTEE PERIOD :-**

The equipment/materials are to be guaranteed/warranted for satisfactory performance for a period of 03 years from the date of commissioning i.e. On-Site Warranty is 03 years. And 1 year of free version of MS Office 365 Home edition.

21. **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 .

22. **DELIVERY SCHEDULE :-** Within 30 days from the date of placement of LOA/P.O.

23. **DELIVERY POINT:-** GRSE IT dept. (Main Unit) through C.R. Store.

24. **PAYMENT TERMS:-**

100% payment through ECS / NEFT mode within 30 days on submission of clear bill along with Gate Stamped Receipted Challan, satisfactory installation certificate of IT dept., GRN & 5% PBG valid for 03 years from date of last supply. In absence of PBG, 90% payment can be made and 10% will be retained till guarantee period of 03 years..

25. **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 03 years, 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 submitted, 90% payment will be released & balance 10% after completion of Guarantee Period of 03 years. 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.

26. **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.

27. **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.

28. **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.

29. **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 the nature of contract and will be released to you immediately after execution of order in full. The B.G. will be forfeited 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

30. **INTEGRITY PACT (I.P) : Not applicable.**

31. **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.

32. **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.

33. **SECRECY 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.

34. **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.

35. **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

36. **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.

37. **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.

38. **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.

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. In case of single part offer, GRSE reserves the right to reject the Technical offer of the bidder not conforming to the tendered requirement.

41. **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.

42. **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.

43. **SUBMISSION OF DOCUMENTS:-**

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

44. **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.

45. 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.

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

47. **CONTACT MATRIX:-**

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

SI No	Item	Contact details
1	For any kind of technical /specification related queries	Mr. Vimal Kumar Bhumij [Supervisor IT] Email id:- Bhumij.VimalKumar@grse.co.in

2	For any kind of commercial quarries	Ms. Tumpa Gargary Dana [Sr.Manager- Purchase] 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

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2. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---