



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6178951 Dated/दिनांक : 28-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-05-2025 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-05-2025 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence	
Department Name/विभाग का नाम	Department Of Defence Production	
Organisation Name/संगठन का नाम	Garden Reach Ship Builders And Engineers Limited (grse)	
Office Name/कार्यालय का नाम	******	
क्रेता ईमेल/Buyer Email	buycon21.grsbelg.wb@gembuyer.in	
Total Quantity/कुल मात्रा	793439	
ltem Category/मद केटेगरी	GR. AH36 STEEL PLATE 10MX1.5MX5MM, GR. AH36 STEEL PLATE 10MX1.5MX6MM, GR. AH36 STEEL PLATE 12MX2MX8MM, GR. AH36 STEEL PLATE 10MX2MX12MM, GR. AH36 STEEL PLATE 10MX2MX16MM, GR. AH36 STEEL PLATE 10MX2MX20MM	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Gr. AH- 36 Plates	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Casing Grease (API MOD) for ONGC (Ahmedabad), Stationary Lead Acid Batteries (with Tubular Positive Plates) in Monobloc Containers as per IS 13369, Lead Acid starter Batteries, Stationary Cells and Batteries, Lead Acid Type (with Tubular Positive Plates) as per IS 1651, White LED Based Solar Street Lighting System for Model (I, II, III And IV), Lead Acid Traction Batteries (V2) Confirming To IS 5154 / IEC 60254	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Alloy Steel Plate • Carbon Steel Plate (BHEL)	
BOQ Title/बीओक्यू शीर्षक	Gr AH 36 Plates for ORV Project YD 3041	
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	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category GR. AH36 STEEL PLATE 10MX1.5MX5MM		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	54168
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	484392
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	28494
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	375167
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	37992
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	19787

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).	12

- (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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

43/46, GARDEN REACH SHIPBUILDERS AND ENGINEERS LTD.

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

(Garden Reach Shipbuilders And Engineers Ltd)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता Yes	ference/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 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. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Gr. Ah36 Steel Plate 10mx1.5mx5mm	42979
Schedule 2	Gr. Ah36 Steel Plate 10mx1.5mx6mm	384336
Schedule 3	Gr. Ah36 Steel Plate 12mx2mx8mm	22608
Schedule 4	Gr. Ah36 Steel Plate 10mx2mx12mm	297672
Schedule 5	Gr. Ah36 Steel Plate 10mx2mx16mm	30144
Schedule 6	Gr. Ah36 Steel Plate 10mx2mx20mm	15700

GR. AH36 STEEL PLATE 10MX1.5MX5MM

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	42979	30

GR. AH36 STEEL PLATE 10MX1.5MX6MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	384336	30

GR. AH36 STEEL PLATE 12MX2MX8MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	22608	30

GR. AH36 STEEL PLATE 10MX2MX12MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	297672	30

GR. AH36 STEEL PLATE 10MX2MX16MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Kolkata	30144	30

GR. AH36 STEEL PLATE 10MX2MX20MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	************Kolkata	15700	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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 (Increased quantity ÷ Original quantity) × 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.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER [NIT]

GEM BOQ BID (OPEN TENDER) WITH REVERSE AUCTION

Item: Procurement of Gr. AH- 36 Plates for GRSE ORV Project YD:3041

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) <u>www.invoice</u> mart.com

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

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

- 3. **ELIGIBLE CRITERIA:** Bidders to be submit the following **eligible criteria** against said tender, otherwise their offer will not consider for further processing: -
 - (a) Bidders having own manufacturing facility will be only considered for qual ification, for this tender.
 - (b) Submission of the constitution and status of the firm.

- (c) Registration with GOI/PWD/PSU/and reputed organization, if any.
- (d) Experience of supply / manufacture during last 2/3 years of tendered item . (P.O. copy & performance certificate of reputed customers to be enclose d).
- (e) Submission of PAN together with copies of trade license, Xerox copy of GS T registration.
- (f) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker. [Not app licable for GRSE's registered Firms].
- (g) Name, address, telephone & Fax No. of the bankers and the contact perso n of the firm.

4. PRICE DISCOVERY & PRICE BASIS: -

- a) Price shall be discovered through ONLINE REVERSE AUCTION (R.A) FOR THE SUPPLY VALUE OF THE STEEL PLATES (through GeM portal) ON LY THE TECHNO-COMMERCIALLY VALID VENDORS SHALL BE ALLOW ED TO PARTICIPATE IN THE ONLINE 'REVERSE AUCTION' EVENT. THE DATE & TIME OF R.A SHALL BE INTIMATED TO ALL THE ELIGIBLE VE NDORS BY THE SERVICE PROVIDER IN DUE COURSE.
- b) Start bid price which shall be promulgated prior to commencement of rever se action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, p acking & forwarding charge, freight and transit insurance.
- c) Prices should remain valid for 60 days from the date of Reverse Au ction and shall remain firm & fixed till complete execution of the order & s hall not attract any escalation whatsoever.
- 5. NSIC Single Point Registered firms for supplying above mentioned item may be exem pted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid along with a valid relevant NSIC Single Point Registration Cert ificate up to its monetary limit.

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

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

- b) The bidders are advised to check the website of the Ministry of MSME for d etails of the amendments / circulars issued by the Ministry of MSME.
- c) Class A and B items are to be considered as non-divisible within the same c lass of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

7. **PRICE:**

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

- B. <u>TENDER FEE (Non-Refundable)</u>:- Not applicable.
- EARNEST MONEY DEPOSIT (Refundable) :-

EMD will be Rs. **10,00,000.00** (**Ten lakh 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 Ms Tumpa Gargary Dana, Sr. Manager (Purchase), at the office of Commercial dept., 61 Park unit, 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 EMD is not attached in technical bid.

GRSE Registered firms may seek waiver of EMD while submitting the Techn o-Commercial bid, clearly mentioning the GRSE valid vendor code.

10. **L-1 DETERMINATION:**

L-1 determination will be on item-wise through RA for procurement of AH-36 Pl ates.

11. **CONDITIONAL OFFER:**

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

12. **DELIVERY SCHEDULE:**

Delivery schedule (full / order quantity) : within 30 days from the date of LOA/P .O.

Ordered Materials must be supplied between 09-00 AM to 12-00 Noon and 01-00 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 A M on half working days. Late supply will not generally be accepted. **Firm should send delivery intimation 2 working days in advance to GRSE for sm ooth unloading operation.**

13. **DELIVERY POINT:**

- a) Materials are to be delivered to Steel Stock Yard, GRSE Main /RBD Unit, Kolkata or at the premise of a sub-contractor/ partner shipyard, authorised and duly intimated by GRSE
- b) Material must be free from all types of defects i.e. internal flaw / lamination, rust, pitting, scales, bends, waviness, racks etc.
- 14. Material must be free from all types of defects i.e. internal flaw / lamination, rust, pit ting, scales, bends, waviness, racks etc.
- 15. <u>TECHNICAL SPECIFICATION & SCOPE OF SUPPLY</u>: As indicated in the technical bid vide technical specification as per. TSP NO: CDO/HULL/3041/8
- 16. **INSPECTION:** As per SOTR Nos: CDO/HULL/3041/8.

17. **PART ORDER:**

Part order /part supply for this tender is applicable.

18. QTY. TOLERANCE \pm 5 %.

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

19. **TEST REQUIREMENT:**

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

20. **GUARANTY / WARRANTY CERTIFICATES:**

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

21. **TERMS OF PRICE:**

- a) The rate quoted must be legible. Quoted Price must be F.O.R. GRSE (includ ing freight & insurance), Kolkata or around Kolkata/Howrah destination basi s. Price quoted should include for proper packing to withstand heavy / Sea / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.
- b) L1 Price will be determined on the basis of Delivered Cost at GRSE.

22. TAXES & DUTIES:

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

23. L.D. CLAUSE:

In case of late delivery beyond the contractual delivery date, all orders are subject to LD @1/2% per week or part thereof on undelivered portion of the order subject to a maximum of 10% of total value of the order for the delayed part.

24. **RISK PURCHASE:**

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

25. **SECURITY DEPOSIT:**

You will be submit 5% of total ordered value as Security Deposit BG as per GR SE format (enclosed) within 15 days after receipt of P.O. from Nationalized Ban k. This B.G. shall be valid till tenure of contract and will be released to you im mediately after execution of order in full. The B.G. will be enchased in case of f ailure to supply the material in time or if the progress of mfg. is found unsatisf actory at any point of time within the contractual delivery date, without giving you any prior notice

26. **INTEGRITY PACT (I.P) :** I.P in non-judicial stamp paper of value Rs 100 or above must be submitted as p

er attached format along with techno commercial bid. Hard copy (original) must be sent to the undersigne d through speed/courier prior to tender due date. Offer without integrity pact may be rejected.

27. **ORDER COMPLETION:**

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

28. INDIVIDUALITY OF CONTRACT :-

This order shall be treated as an individual contract, shall not allow any genera I lien to the portions and shall not get any prejudice in execution due to situati on arising out of some other contract that you may have with GRSE.

29. **PAYMENT TERMS:**

100% payment through ECS / EFT mode within 30 days on submission of clear bill along with Gate Stamped Receipted Challan, ICGRN & 5% PBG valid for 12 months from date of last supply. In absence of PBG, 90% payment can be mad e and 10% will be retained till guarantee period of 12 months.

BO. PERFORMANCE BANK GUARANTEE (PBG):

Materials / Equipment to be supplied are guaranteed for free replacement / re pairs, against defective design, material, workmanship for a period of 12 mont hs from the date of receipt of material at GRSE whichever is earlier. During the guarantee period the vendor should attend to any defect within 48 hours of re porting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required , within 15 days of reporting.

A Bank Guarantee covering 05% value of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guaran tee period from the date of despatch / supply of last consignment. GRSE reser ves the right to invoke the above Bank Guarantee at any time during its validit y period in the event of any breach of terms stipulated in the order.

In case PBG is not submitted, 95% payment will be released & balance 05% aft er completion of Guarantee Period.

PROCEDURE OF SUBMISSION OF BANK GUARANTEE :-

Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. In case a sing le stamp paper of Rs.100/- is not available, stamp paper of multiple denominati on is acceptable provided serial no. of such stamp paper are consecutive and a

re purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address:- Chief General Manager (F), Garden Reach Shipbuilder s & Engineers Ltd., 61Park Unit, Ramnagar, Kolkata - 700 024.

B2. **RIGHT TO INVOCATION OF BANK GUARANTEE:**

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

33. **FALL CLAUSE:**

The BIDDER undertakes that it has not supplied/ is not supplying similar produc t/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already be en concluded.

B4. **EXECUTION OF ORDER:**

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

B5. **SUBMISSION OF DOCUMENTS:**

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

B6. **ACCEPTANCE:**

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

B7. **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) in case rejected items are not lifted back within 14 days from the date of rejection. Re placement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

B8. SECRECY CLAUSE:

All information given to the supplier for the execution of the order is to be trea ted as SECRET/CONFIDENTIAL. The technical information, drawings, specificati on and other related documents forming part of this Enquiry / order are the pr operty of Purchaser and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcri bed, traced or reproduced in any other form or otherwise in whole / part or dup licated, modified, divulged and / or disclosed, to a third party not misused, use d in any other form whatsoever without purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tende ring the tenderer has to give an undertaking in favour of G.R.S.E. that in the 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 G.R.S.E. in this respect.

B9. **PATENT RIGHT:**

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

40. **CANCELLATION OF ORDER:**

GRSE reserves the right to cancel the tender / **order** in part / full at any point o f time without assigning any reason thereof and with no financial implication.

41. FORCE MAJEURE CLAUSE:

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

42. **ARBITRATION:**

i) If at any time, before during or after the contract period, any unsettled claim, ques tion, dispute or difference arises between the parties, upon or in relation to or in conn ection with or in any way touching or concerning this order, the same shall be settled /adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointe d by the parties on mutual consent, in accordance with the provisions of the Arbitrati

on and Conciliation Act, 1996.

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- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 d ays from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provision s of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitra tor by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed th ere under or any statutory modification or re-enactment thereof for the time b eing in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
 - v) In the event of the death or resignation or incapacity or whatsoever of the s aid Sole Arbitrator if appointed by the parties mutually the said parties may ag ain appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or inca pacity or whatsoever of the said Sole Arbitrator, either of the parties in this beh alf, may make an application to the Hon'ble High Court at Calcutta for appoint ment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
 - vi) Also in the event an Arbitration award is set aside by a competent court the parties my appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
 - vii) The cost of the arbitration, fees of the arbitrator, remuneration of the steno grapher and clerk, stamp paper etc. shall be shared equally by the parties, unl ess otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engi neers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
 - viii) The language of the proceeding shall be in English.

43. **JURISDICTION:**

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

44. **COMPLIANCE WITH LAWS:**

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

45. The Company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Lt d.

Note:-

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

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

46. **ADDITIONAL ORDERING**:

The purchaser reserves the right to placing repeat order 20-50% additional quantity on the total tendered quantity of each item during the project execution period (12 months from Last Receipted Date) with same terms and conditions.

For any clarification please contact -

<u>SI</u>	1	Contact Details
1	For any ki nd of tech nical spec ification r elated qu arries	Mr. Praveen Kumar K achhawaha (MGR -CD O) Email: Kachhawaha.P raveen@grse.co.in Mob: 9051867840

IMPORTANT NOTE:-

- 1] TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2] IN CASE OF NON-RECEIPT OF FILLED IN STACs ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & COND ITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY ME NTIONED IN OFFER.
- 3] GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.
- 4] MATERIAL QTY IN PCS/NOS SHOULD BE REFLECTED IN THE DELIVERY INVOICE IN ADDITION TO BILLED QUANTITY IN TO.
- 5] AFTER COMPLETION OF REVERSE AUCTION, L-1 BIDDER WILL SUBMIT ITEM WI SE EX-WORK PRICE ANF FOR GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Tumpa Gargary Dana)

Sr.Manager (Purchase)

Mob: 8420008832

e-mail: <u>Gargary.Tumpa@grse.co.in</u>

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:-

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- 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 <u>attached categories</u>, 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---