

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-06-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-06-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Garden Reach Ship Builders And Engineers Limited (grse)
Office Name/कार्यालय का नाम	*****
क्रैता ईमेल/Buyer Email	buycon21.grsbelg.wb@gembuyer.in
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	SPM make Machine Condition Tester T30 , Anemometer
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Anemometer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Anemometer, Anemometer, Cup Counter as per IS 5912
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Anemometer
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

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	SPM make Machine Condition Tester T30
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/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	39000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	3500

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).	18

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Garden Reach Shipbuilders 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

MIIPurchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSEPurchase 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:

- 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

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	Spm Make Machine Condition Tester T30	2
Schedule 2	Anemometer	2

SPM Make Machine Condition Tester T30 (2 pieces)

(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	2	45

Anemometer (2 pieces)

(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	2	45

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) WITH REVERSE AUCTION

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Item/Scope: - Procurement of SPM Meter (T30 Expert) and Anemometer for QA Department, MW unit, GRSE.

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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.

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3. **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 in supply/manufacture of tendered item during/within last 3 years **(P.O. copy & co-relating invoice; as applicable of reputed customers; preferably PSU, 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 of last three financial years (FY 2022-23, 2023-24 and 2024-25) and Solvency Certificate from Banker.** [Not applicable for GRSE's registered Firms; firms registered with GRSE should indicate their vendor code in their offer].
- (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.

4. **PRICE DISCOVERY & PRICE BASIS: -**

- a) Price shall be discovered through **ONLINE REVERSE AUCTION (R.A.) IN GeM. ONLY THE TECHNOCOMMERCIALLY ACCEPTED 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 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.

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.
- c) Tender is to be awarded on **item-wise L1 basis (RA basis)**, unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

6. **PRICE:**

Price shall be fixed and firm till full execution of order, and offer should be valid for **60 days** from the date of RA. Freight & Insurance should be indicated in the quoted price as per delivery point as defined in the tender.

7. **TERMS OF PRICE:**

- a) The rate quoted must be legible. Quoted Price must be **F.O.R. GRSE Quality Control Dept.**

(including freight & insurance), Kolkata or around Kolkata/Howrah destination basis. 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.

8. **EARNEST MONEY DEPOSIT (Refundable):** - EMD will be RS. **42,500.00/-** (Rupees Forty-two thousand only). Vendor need to submit EMD in form of bank D.D in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata and the same is to be sent to:

GRSE 61 Park Purchase Department addressed to:

Ms. Tumpa Gargary Dana, Sr. Manager (Purchase), at the office of Commercial Dept.,

61 Park Unit, Garden Reach Road, GRSE 61 Park 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.**

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

10. **L-1 DETERMINATION:** L-1 determination will be on **item-wise through RA** for Procurement of SPM Meter (T30 Expert) and Anemometer for QA Department, MW unit, GRSE.

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11. **CONDITIONAL OFFER:**

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

12. **DELIVERY SCHEDULE:**

Delivery schedule (full / order quantity): **within 45 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 AM on half working days. Late supply will not generally be accepted. **Firm should send delivery intimation 2 working days in advance to GRSE for smooth unloading operation.**

13. **DELIVERY POINT:**

a) Materials are to be delivered to **Quality Control Department, Main Unit, Garden Reach Shipbuilders & Engineers Ltd., 43/46 Garden Reach Road, Kolkata - 700024, West Bengal, India.**

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.

15. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:** As indicated in the technical bid vide technical specification as per SOTR No. **GRSE/QA/SPM/001(Rev.0)** and **GRSE/QA/Anemometer/001 (Rev. 0)**
16. **INSPECTION:** Receipt inspection done by user department, GRSE QA department. **The supplier has to train about the working of the devices.**
17. **PART ORDER:** Part order /part supply for this tender is applicable.
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18. **TEST REQUIREMENT:**
- All applicable test certificate for item to be submitted along with purchase / delivery documents.
19. **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 final / last closing consignment. Vendor will furnish 12 months G.C accordingly along with the supply.
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20. **TAXES & DUTIES:**
- GST rate & HSN code** and other Duties / Charges (if any) should be **clearly indicated in Techno-Commercial bid.**
21. **L.D. CLAUSE:**
- In case of late delivery beyond the contractual delivery date, all orders are subject to LD @ ½ % 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.
22. **RISK PURCHASE:**
- If successful tenderer fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost.
23. **ORDER COMPLETION:**
- Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.
24. **INDIVIDUALITY OF CONTRACT: -**
- This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.
25. **PAYMENT TERMS:**

100% payment through ECS / NEFT mode within 30 days on submission of clear bill along with Gate Stamped Receipted Challan, GRN, clear acceptance certificate of user dept (QA Dept., Main unit), and 5% PBG document valid for 90 days post completion of mutually agreed guaranteed period through OBPS portal. In absence of PBG, 90% payment can be made and 10% will be retained till guarantee period of 12 months.

26. **PERFORMANCE BANK GUARANTEE (PBG):**

Materials / Equipment to be supplied are guaranteed for free replacement / repairs, against defective design, material, workmanship for a period of 12 months 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 reporting 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 guarantee period from the date of dispatch / supply of last consignment. 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.

27. **SECURITY DEPOSIT: - Bidder has to submit 5% of the total order value as Security Deposit BG as per GRSE format (enclosed) within 15 days after receipt of PO from Nationalized Bank.** This BG shall be valid till tenure of contract and will be released immediately after execution of order in full. The BG will be encashed in case of failure to supply the material in time or if the progress of manufacturer is found unsatisfactory at any point of time within the contractual delivery date, without giving any prior notice.

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Recovery of penal interest for delayed period of submission of SD beyond 15 days at the prevailing cash credit rate on the amount of SD/CPBG to be submitted by the firm/vendor or the equivalent amount shall be deducted by GRSE while payment settlement.

Security deposit will release after successful supply of complete tendered items.

28. **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 single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are 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: -

**General Manager (F), Garden Reach Shipbuilders & Engineers Ltd.,
61 Park Unit, Ramnagar, Kolkata - 700 024.**

29. **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.

30. **FALL CLAUSE:**

The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or sub systems 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 sub systems 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 been concluded.

31. **EXECUTION OF ORDER:**

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

32. **SUBMISSION OF DOCUMENTS:**

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

33. **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 tender without assigning any reason whatsoever.

(b) Splitting of tender Qty.: **Applicable.**

34. **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. Replacement against rejection is to be made by vendor Free of Cost **within 14 days** of Store's intimation.

35. **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 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.

36. **PATENT RIGHT:**

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

37. **CANCELLATION OF ORDER:**

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

38. **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.

39. **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 or 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.

40. **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.

41. **COMPLIANCE WITH LAWS:**

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

42. 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.

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 concerned dealing officer of Purchase dept. prior to despatch of material. Non-submission of above documents (hand & soft copy) will liable to delay in process for payment.

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

43. **ADDITIONAL ORDERING:**

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

For any clarification please contact -

<u>Sl.</u>	-	<u>Contact Details</u>
1	For any kind of technical specification related queries	Mr. Sourav Mahato, (DM-QA) Email: Mahato.Sourav@grse.co.in ; Mob: 8918171189
2.	For any kind of commercial related queries	Ms. Tumpa Gargary Dana (SR. MGR - PURCHASE) Email: Gargary.Tumpa@grse.co.in ; Mob: 8420008832

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 & CONDITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
3. GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.
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 WISE EX-WORK PRICE AND F.O.R. GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Tumpa Gargary Dana)

Sr.Manager (Purchase)

Mob: 8420008832

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

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Generic

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

4. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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---