





## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-08-2025 12:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-08-2025 12:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence	
विभाग का नाम/Department Name	Department Of Defence Production	
संगठन का नाम/Organisation Name	Garden Reach Ship Builders And Engineers Limited (grse)	
कार्यालय का नाम/Office Name	******	
कुल मात्रा/Total Quantity	2	
वस्तु श्रेणी /Item Category	HOT AIR WELDING MACHINE WITH PRESSURE ROLLER	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	HOT AIR WELDING MACHINE WITH PRESSURE ROLLER	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	gmaw welding machine with accessories, Hot Air Oven (FSSAI), CPAP Machine (V2), IGBT Based Heavy Duty Power Source Air Plasma Cutting System with compressor, plasma air cutting machine, Blacksmith Tool Kit (YSSY UP Govt.), Automatic and Semi Automatic Welding Equipment with Self Adjusting Arcs MIG / MAG as per IS 7931 (Part 1, Part 2 and Part 3), Disinfectants for Haemodialysis Machine, Anemometer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Hot air gun	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	5	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

# ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

## ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

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)

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 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. 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

#### **HOT AIR WELDING MACHINE WITH PRESSURE ROLLER (2 pieces)**

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer	Download
Specification Document	

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	***********Kolkata	2	30

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **NOTICE INVITING TENDER [NIT]**

**GEM Custom BID (OPEN TENDER) WITH REVERSE AUCTION** 

Item/Scope: Procurement of 02 Nos. Hot Air Welding Machine for

<u>Dock Dept., Main Unit, GRSE</u>

- 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 e-Marketplace)
    gov.in

https://gem.

b. TReDS (Trades Receivables e-Discounting System) mart.com

www.invoice

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 bids 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: -

4 / 14

- (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/services similar to that of tendered ite m within last 03 years (P.O. copy & performance certificate; as applicable of reputed customers; preferably PSU, to be enclosed).
- (d) Submission of PAN together with copies of trade license, Xerox copy of GS T registration.
- (e) 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.) IN GEM. ONLY THE TECHNO-COMMERCIALLY 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.
- 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 <u>60 days</u> 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. 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) Tender is to be awarded on totality basis (total value-wise L1 RA bas is), 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 <u>60 days</u> from the date of **R.A.** Freight & Insurance should be included in the quoted price as per delivery point as defined in the tender.

#### 7. **L-1 DETERMINATION:**

**L-1 determination will be totality-wise through RA** for the Supply of Hot Air Welding Machine for Dock Dept., Main Unit, GRSE.

#### 8. **CONDITIONAL OFFER:**

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

## 9. **DELIVERY SCHEDULE:**

All items to be supplied, installation and commissioning to be completed within 30 days from the date of issuance of PO/GeM Contract.

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 prior to 2 working days to GRSE for smooth unloading operation.

#### 10. **DELIVERY POINT:**

- a) Items are to be delivered to Main Unit of GRSE. (43/46, Garden Reach Road, Kolkata 700024, West Bengal).
- b) Items must be free from all types of defects i.e. internal flaw / lamination, r ust, pitting, scales, bends, waviness, racks etc.
- 11. Material must be free from all types of defects.
- 12. <u>TECHNICAL SPECIFICATION & SCOPE OF SUPPLY</u>: As indicated in the technical specification ref. SOTR document.
- 13. **INSPECTION:** Receipt inspection at GRSE by authorized personnel.

#### 14. **PART ORDER:**

Part order /part supply for this tender is **not** applicable.

## 15. **CERTIFICATES:**

Necessary Test Certificates ref. technical specification (SOTR) Document.

## 16. **TERMS OF PRICE:**

- a) The rate quoted must be legible. Quoted Price must be **F.O.R. GRSE Main unit** (including freight & insurance), Kolkata. Price quoted should include fo r proper packing to withstand heavy / Sea / Inland Transit and tropical stora ge 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.

#### 17. GUARANTEE / WARRANTEE CERTIFICATES:

Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of minimum 12 Months from the date of s upply and acceptance of material. A Guarantee Certificate for a period of at lea st 01 year to be submitted.

#### 18. TAXES & DUTIES:

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

#### 19. **L.D. CLAUSE:**

In case of late delivery beyond the contractual delivery date, all orders are subject to LD  $@ \frac{1}{2}$  % 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.

#### 20. **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.

#### 21. ORDER COMPLETION:

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

#### 22. 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.

#### 23. **PAYMENT TERMS:**

100% payment through ECS / NEFT mode within 30 days on submission of clear bill al ong with Gate Stamped Receipted Challan, GRN, clear acceptance certificate of user dept (Dock Dept., Main unit), and upon submission of 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.

#### 24. **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. 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 07 days of reporting.

A Bank Guarantee covering 05% value of the contract is to be furnishe d before claim of payment, keeping the same valid for the three mont hs beyond agreed guarantee period from the date of despatch / 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% aft er completion of Guarantee Period.

#### 25. PROCEDURE OF SUBMISSION OF PERFORMANCE 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 Dep t.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope t o the following address: -

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

#### 26. 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.

#### 27. **FALL CLAUSE:**

The BIDDER undertakes that it has not supplied/ is not supplying similar product/syst ems 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 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.

#### 28. **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: **Applicable**.

#### 29. **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 d ays** of Store's intimation.

#### BO. 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 ex cept 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 ev ent of any breach of the above provisions, he would make good of any loss / co st / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in t his respect.

#### **B1. EXECUTION OF ORDER:**

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

#### B2. 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.

## β3. **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.

## B4. **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.
  - 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 & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

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

## B5. **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.

#### B6. **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.

B7. 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.

<u>Note:</u> -Soft copy of all relevant documents e.g. Inspection Certificate, Guarante e Certificate and Packing List which may require for receipt & acceptance of m aterial GRSE Store to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non-submission of above documents (hand & sof t 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 do cuments will be charged.

#### B8. **ADDITIONAL ORDERING**:

11 / 14

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>	-	Contact Details
1	For any kind of technical specification related queri es	Mr. Satish Kumar Chaturvedy (JM - DOCK DEPT MW) Email: chaturvedy.satish@grse.co.in Mob: 8281357093
2.	For any kind of commerci al related queries	Mr. Arijit Saha Ray (PC - PURCHASE) Email: saharay.arijit@grse.co.in Mob: 8697160498

## **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 OR AS PER DEFINED UOM 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 AND F.O.R. GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Arijit Saha Ray)

#### PC (Purchase)

e-mail: <a href="mailto:saharay.arijit@grse.co.in">saharay.arijit@grse.co.in</a>

## 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning 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 (Increased quantity  $\div$  Original quantity)  $\times$  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.

## अस्वीकरण/Disclaimer

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 <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.
- 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.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---