



Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, Under Ministry of Defence)

43/46, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: www.grse.in

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

:: NOTICE INVITING TENDER ::

ITEM: SUPPLY OF GAS DISSOLVED ACTYELENE (MANIFOLD) ON ONE YEAR CONTRACT BASIS

E-TENDER NO.: PUR/AD/OT/S-601/ GAS DA MANIFOLD/ET-1817

<u>Indent No.</u>	1500031960
<u>Account</u>	Stock Item

SL.	DESCRIPTION	QUANTITY
1.	GAS DISSOLVED ACTYELENE (MANIFOLD) IS:308/88 Material Code: - 182001008001	107745.50 PROJECTED 01 YEARS REQUIREMENT ON STAGGERED DELIVERY BASIS

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)
MANAGER (PURCHASE)

List of Annexures

i) Annexure II: Format for SDBG



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- TECHNICAL TERMS -

1. **TECHNICAL SPECIFICATION / SCOPE OF SUPPLY: -**

GAS DISSOLVED ACTYELENE IS: 308/88
01 full DA cylinder = 6.76 m3 (cubic meter)

PROJECTED 01 YEARS REQUIREMENTS.

DELIVERY: AS PER CONFIRMATION FROM I/C G.S (EAST) TIME TO TIME.

CYLINDER HOLDING: - 210 NOS & THIS HOLDING TO BE MAINTAINED STRICTLY.

PURITY 98% MINIMUM IMPURITIES OF PHOSPHENE, MOISTURE AND ARSENE AT A MINIMUM LEVEL WITH OXY-ACETELENE FLAME TEMPERATURE 3150 DEG. CENTIGRADE.

CONFORM TO IS: 308/1988 (3 RD REVISION) (EXCEPT CL. 2.4) FOR MANIFOLD SYSTEM

THIS GAS WILL BE UTILISED FOR ALL TYPES OF SHIP CONSTRUCTION.

GRSE MAY UNDERTAKE WEIGHMENT OF INCOMING DA CYLINDERS TOWARDS VERIFICATION OF QUANTITY OF GAS CYLINDER AT INCOMING STORE. NECESSARY WEIGHING MACHINE WILL BE PROVIDED BY GRSE STORE.

THE FORMULA FOR CALCULATION OF GAS IS AS GIVEN BELOW:

M1: GROSS WEIGHT OF CYLINDER

T1: TARE WEIGHT OF THE CYLINDER (MARKED IN THE CYLINDER)

NET WEIGHT: M1-T1

QUANTITY OF GAS IN CUM : (M1-T1) X 0.94 AT 27 DEGREE CENTIGRADE & 1 ATM

ANY DISCREPANCY ARISING OUT OF ABOVE MEASUREMENT SHALL BE BROUGHT TO THE NOTICE OF RESPECTIVE SUPPLIER FOR REPLACEMENT.

QUARTERLY CYLINDER STOCK COUNT NEED TO BE CONDUCTED JOINTLY WITH GRSE REP. & SUPPLIER REP. AND JOINT REPORT NEED TO BE PREPARED

For any clarification please contact –

<u>Sl.</u>		<u>Contact Details</u>
1	For any kind of technical specification related quarries	Mr. Subhrajyoti Palit Sr. Manager (Stores) Email : Palit.Subhrajyoti@grse.co.in Mob : 7595046417
2.	For any kind of commercial related quarries	Mr. Arabinda Chattopadhyay, Sr. Manager(Purchase) Email : chattopadhyay.a@grse.co.in Mob : 8584888176 Mr. Arup Das, Manager(Purchase) Email : das.arupkr@grse.co.in
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement Cell Email : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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- COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through E-Procurement. The mentioned information should be clearly filled up in E-Procurement and upload the same.
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.comThe bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.
3. **EMD: -**
 - a) There will be no provision regarding submission of EMD to be kept in the Tender documents and bidder has to submit a "Bid Security Declaration" during submission of offer as per the attached format **Annexure-IV**.
 - b) Exemption of EMD for MSME / NSIC as applicable for GRSE will remain unaltered.
 - c) Bidders are not required to submit any amount as EMD / Bid Security in the form of any negotiable instrument against this tender. However, in lieu to that, a Bid Security Declaration has to be submitted as per format enclosed with the tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03(three) years.
MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Bid Security Declaration.
Non-submission of Bid Security Declaration or a valid MSE certificate may lead to offer rejection.
4. **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) Class A and B items are to be considered as non-divisible within the same class 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.
5. **NEW / UNREGISTERED VENDORS: -**

They are to positively submit the following qualification criteria/document in part "A" bid failing which their offer will not be considered for Tender evaluation: -

 - a) The constitution and status of the firm.
 - b) Registration with GOI/PWD/PSU/and reputed organization, if any, (to furnish documents)
 - c) Experience of supply / manufacture of similar items during last 3 years with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.
 - d) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Registration of GST registration.
 - e) Banker's solvency Certificate and copy of audited Balance Sheets for last three financial years.
 - f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
Details of Head of Organization and Head of concerned Department are also to be provided.
 - g) OEMs or their authorized distributor / dealer or Vendors authorized by OEM can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part "A" of offer to qualify for participation by an authorized dealer / distributor or Vendors authorized by OEM.



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h) Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E-PROCUREMENT mode. Further details in this regard are available in our website.

6. **OFFER VALIDITY: -**

All Tenders must remain firm and open for acceptance **for 90 days** from the due date. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

7. **DATE OF COMMENCEMENT: -**

The Contract shall come into effect from the date of signing or issue of LOA/Contract.

8. **CONTRACT PERIOD: -**

The Contract would be valid for an initial period of one year in general. GRSE also reserves the right to extend or shortened the Contract period for the period upto 6 months (from the expiry of original contract) with the same Rate, Terms & Conditions towards consumption of total contracted quantity

9. **OPTION CLAUSE / QUANTITY ENHANCEMENT**

GRSE also reserves the right to amend order for 50% more or less of the total ordered quantity during the period of Contract at the same price and terms and conditions. GRSE shall intimate the Supplier in this regard at least three months prior to expiry of original contract

10. **SCOPE OF SUPPLY.**

Shall be as per Annexure-II and Price Bid. Following are also relevant

a) Cylinder Rental/Holding Charges: If applicable to be indicated in bid with applicable tax. It is to be considered @ per cylinder per day after a period of 15 days of receipt of cylinders at GRSE. Failure to confirm acceptance of 15 days free period, will lead to loading of appropriate charges. Holding charges shall be paid at actual. Separate P.O. shall be issued for claiming cylinder holding /rental charges with taxes as applicable.

b) Cylinder Parts Cost. Clear break up of individual parts is also to be mentioned

c) Cylinder Replacement Cost. To be indicated in bid.

d) Cylinder Capacity. The Capacity/Size of each cylinder is to be indicated clearly in the technical offer

e) Cylinder Security Deposit charges: In case GRSE requires additional cylinder holdings over the required holding Cylinder Security Deposit shall be applicable. Bidder is to indicate deposit rate per cylinder.

11. **TERMS OF PRICE: -**

Quoted Price shall be firm and fixed till full execution of order and contract validity as follows:-

a) F.O.R GRSE Stores, Kolkata (door delivery) basis including Packing & Forwarding, Insurance charges, Freight and unloading, miscellaneous charges etc. if any.

b) No price escalation is allowed at any stage: - Quoted price must be inclusive of all charges like 'incidental charge' for period of contract. Rate contract to be awarded on fixed price basis.

12. **TERMS OF DELIVERY: -**

a) Filled Cylinders are to be delivered with sealed & with Weight Stamp (Gas Weight and Gross Weight) on as and when required basis on receipt of intimation from GRSE or against a mutually agreed schedule.) Gas shall be supplied compressed in Cylinders (complying to 'Gas Cylinder Rules' promulgated by GOI or applicable State Body)

b) For delay in delivery beyond 04 Working days of intimation, GRSE reserves the right to impose LD as per LD clause in NIT. Any unscheduled holidays/breaks at Supplier premises is to be intimated to GRSE in advance.

c) Minimum cylinder holding as per following table need to be maintained strictly at all times. However, depending on the situation/construction schedules, GRSE reserves the right to increase / decrease quantity (10%) of the cylinder holdings.



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d) Delivery is to be made by authorized and trained personnel of the supplier in compliance with all relevant statutory and safety regulations.

e) Empty cylinders to be collected without additional charges by the vendor.

13. **DELIVERY POINT: -**

a) To be door delivered to The In-Charge, General Stores (East), GRSE-Main Unit, 43/46, Garden Reach Road, Kolkata - 700 024.

b) Ordered materials must be supplied between 09-00 AM to 12-00 Noon and 01-30 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days (Saturday). Late supply will not generally be accepted.

c) The items are to be delivered against proper original ink signed GST Invoice cum Delivery Challan (in quadruplicate) indicating purchase order details, GRSE material code nos, etc.

14. **MODE OF DISPATCH: -** To be delivered to GRSE at your cost. Way Bill / Road Permit: As per notification of GST Council, online Way Bill has to be generated through GST Way Bill portal. Supplier / authorized transporter can generate online Way Bill.

15. **PART ORDER: -** Part order is applicable against this tender enquiry. GRSE reserves the right to distribute the tendered quantity at L-1 rate [Negotiated as applicable] on more than one supplier to avoid any disruption in supply. GRSE reserves the right to place the order in suitable ratio (60:40) at least 60% to L1 firm and 40% to L-2 firm subject to matching the price of L-1 bidder's negotiated price. If L-2 doesn't accept, the next bidders will be offered to match the L-1 price.

16. **L-1 DETERMINATION: -** L-1 to be consider on item wise total price considering one years projected consumption including all applicable taxes, duties and freight F.O.R., door delivery GRSE, Kolkata basis.

17. **TAX: -** Goods and Service Tax (GST) will be paid extra. Accordingly, firm to indicate GST rate & HSN

18. **PAYMENT TERMS: -**

100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Receipted Challan through. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

Following complete set of documents to be attached with the invoices for payment release-

a) Receipt of GRSE gate stamped Tax Invoice.

b) Clear & clean ICGRN (Inspection cum Goods Received Note)

c) Submission of INK signed invoice in triplicates.

d) Ink signed PO copy.

e) Delivery intimation e-mail / letter seeking supply of individual lot.

[Note: All documents must clearly indicate the purchase order no. lorry no. third party inspection certificate no. in the Invoice]

All payment shall be made on pro-rata based on supplies executed and invoice raised. Bill submission. All bills/invoices are to be submitted with relevant documents mentioned above to Bill Desk at Main Unit of GRSE.

19. **SECURITY DEPOSIT FOR CONTRACT PERFORMANCE**

Vendors have to submit 03% of order value as a security deposit for contract performance (SDBG/CPBG) as per GRSE format (**Annexure II**) within 20 days after receipt of P.O. in the form of BG/DD.

In case Security Deposit in form of of BG/DD is not submitted equivalent amount may be deducted from the Invoices.

Failure to deposit Security Deposit amount will invite penal interest from the date from which the amount was required to be deposited at the prevailing cash credit rate and such penal interest would be deducted from the vendor subsequent payments for goods delivered/ services rendered.



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Security Deposit amount will be en-cashed in case of failure to supply the material in time, or if the progress of contract is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice.

Security Deposit will be released after execution of order in full.

20. **RIGHT OF 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.

21. **GUARANTEE / WARRANTY: -** The supplied material is to be guaranteed for satisfactory performance as per relevant specifications. Any defect of the supplied material if found during the guarantee period, must be replaced by the vendor free of cost within a period of 07 [seven] days from the date of such reporting.

22. **LIQUIDATED DAMAGE: -**

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the lot order subject to a maximum of 5% of the value of the lot order for the delayed part. To release L.D. amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee.

23. **RISK PURCHASE: -**

If the materials are not supplied within the stipulated delivery period GRSE reserves the right to procure the same or equivalent material from alternative source at your risk, responsibility & cost.

24. **PACKING INSTRUCTIONS: -**

All materials are to be properly packed to protect against ingress of water & dust and to withstand transit damages / pilferages during transits. All packing/cases should be properly identified and tagged. Each packet/box/unit shall have tags indicating expiry date.

25. **SUBMISSION OF DOCUMENTS: -**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier. In case item are supplied without all required documents, receipt of shipment shall be considered from the date of receipt of documents, not the gate receipt date

26. **TRANSIT INSURANCE: -** Will be arranged by you at your cost.

27. **FORCE MAJEURE: -**

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

28. **REJECTION OF MATERIALS: -**

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.

29. **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.



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30. **CANCELLATION OF ORDER: -**

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

31. **SECRECY CLAUSE: -**

All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this Enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed, to a third party not misused, used in any other form whatsoever without purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering the purchaser has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

32. **ARBITRATION :-**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

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



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33. **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.

34. **COMPLIANCE WITH LAWS: -**

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

35. **SPECIAL NOTES:**

a) Conditional offers shall not be accepted.

b) As a general rule, price negotiation with L 1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE. Buyer reserves the right to get full detail of cost brake up from L1 Bidder supported by the order/contract executed in past(last 24 months from bid opening date) or under execution with other Govt Agencies/PSUs as applicable

c) During Technical and / or commercial negotiation in case the participating vendors indicate the need of submission of revised price bid but the same is not acceptable by competent authority in due course, GRSE reserves the right to consider such bid(s) to be disqualified on this ground under intimation to the relevant vendor(s) before price bid opening.

c) Bidders are to forward confirmation on all Commercial and Technical points for acceptance of your offer in tender data sheet.

d) You will have to submit bid in Two Part (Techno-Commercial Bid & Price Bid) in E-Procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled. In case offer is not submitted in two separate data sheet (as required by this tender), the same is liable to be rejected.

36. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.

37. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

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 & CONDITIONS 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.