



Garden Reach Shipbuilders & Engineers Limited

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

61, 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 PLOTTER CONSUMABLES ON ONE YEAR RATE CONTRACT BASIS

E-TENDER NO.: PUR/AD/OT/M-862/ PLOTTER CINSUMABLES/RA-2069

Sl	Category	Material Code	Item Description	UoM	Qty
1.	1	310630010007	HP XL 5000-PageWide XL Printhead	Each	1
2.		311106100019	HP XL 5000-775-ml Black Ink Cartridge	Each	2
3.		311106100020	HP XL 5000-775-ml Cyan Ink Cartridge	Each	1
4.		311106100021	HP XL 5000-775-ml Magenta Ink Cartridge	Each	1
5.		311106100022	HP XL 5000-775-ml Yellow Ink Cartridge	Each	2
6.		311106100023	HP XL 5000-400-ml Black Ink Cartridge	Each	2
7.		311106100024	HP XL 5000-400-ml Cyan Ink Cartridge	Each	1
8.		311106100025	HP XL 5000-400-ml Magenta Ink Cartridge	Each	1
9.		311106100026	HP XL 5000-400-ml Yellow Ink Cartridge	Each	1
10.		311106100027	HP XL 5000-PageWide XL Cleaning Containr	Each	1
11.		311106100028	HP XL 5000-PageWide XL Maintnc Cartridge	Each	1
12.		310630010008	HP T 7200-Yellow Inkjet Printhead	Each	5
13.		311106110029	HP T 7200-Magenta/Cyan Inkjet Printhead	Each	5
14.		311106110030	HP T 7200-Gray/Dark Gray Inkjet Printhd	Each	5
15.		311106110031	HP T 7200-Mte Blk/Mte Blk Inkjet Printhd	Each	5
16.		311106110032	HP T 7200-Designjet Maintenance Cartrdge	Each	5
17.		311106110033	HP T 7200-400ml Yellow Ink Cartridge	Each	8
18.		311106110034	HP T 7200-400ml Magenta Ink Cartridge	Each	5
19.		311106110035	HP T 7200-400ml Cyan Ink Cartridge	Each	5
20.		311106110036	HP T 7200-400ml Gray Ink Cartridge	Each	5
21.		311106110037	HP T 7200-775ml Matte Blk Ink Cartridge	Each	8
22.		311106110038	HP T 7200-775ml Dark Gray Ink Cartridge	Each	8
23.	2	230161000005	PAPER ROLL (80G,36x150 mtr)	Each	105

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)
MANAGER (PURCHASE)

For any clarification please contact –

Sl.		Contact Details
1	For any kind of technical specification related quarries	Mr. Veeranki Gopikiran, Sr. Manager (CDO) E-mail: Gopikiran.Veeranki@grse.co.in Mob: 9163777530
2.	For any kind of commercial related quarries	Mr. Arup Das, Manager (Purchase) E-mail: das.arupkr@grse.co.in
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement Cell E-mail : 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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- TECHNICAL TERMS -

SOR FOR PLOTTER CARTRIDGES AND PAPER CDO/PLOTTER/23-24/001 2 1.

1. Listed Cartridges and Paper to be supplied as follows within 15 days on the intimation sent by CDO. This is yearly requirement so Cartridges and Paper need to supply based on the demand.
 - a) Cartridges for HP XL 500 (Page Wide)
 - b) Print Head for HP T 7200
 - c) Paper Roll (80G, 36 x 150 mtr)
2. Quantity provided is indicative in nature and addl quantity (if any) is to be provided on same price, terms and conditions based on amended PO.
3. Verification: Cartridges and Paper required for HP XL 5000(Page Wide) & HP T 7200 plotter. Bidder must verify the cartridges and paper compatibility with the plotter. In case of any issue, bidder must replace with suitable cartridges and paper. Only HP (OEM-Plotter) make cartridges will be accepted.
4. Delivery: Delivery of above items to be made to SM(D)/CDO Admin, GRSE. Delivery would be sequential/on demand. CDO will provide intimation through mail and bidder need to delivery item within 15 days or as agreed during technical meeting.
5. Inspection: Final inspection will be carried out by SM (IT) or his assigned officer(s).
6. Certification Authority: Invoice of supplied items will be certified by AGM (Design) subject to submission of gate stamp copy of invoice/Challan after delivery of Cartridges and Paper.
7. Warranty: Warranty of Cartridges will be as per OEM default warranty.



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-: TERMS & CONDITIONS :-

Tender is invited from manufacturers/authorised dealers for entering into one-year rate contract for supply of different types of consumables for Plotter. Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd.), hereinafter referred to as Purchaser, intends to procure items as per specifications given below and invites E-tender from registered / new vendors with the following terms & conditions: -

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

- a) Price shall be discovered through **ONLINE REVERSE AUCTION**, to be conducted by M/s National Informatics Centre (NIC), service provider to GRSE. **ONLY THE TECHNO-COMMERCIALY VALID VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE REVERSE AUCTION EVENT, THE DATE & TIME OF WHICH 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 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 **90 days** from the date of Reverse Auction and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

2. Tender must be submitted in system generated data sheet format which is provided through E-Procurement in Two Part (Techno-Commercial Bid & Price Bid). The mentioned information should be clearly filled up in E-Procurement and upload the same. 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. Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E- Procurement mode

3. Techno-commercial bid must be submitted within due date through e-tendering system procedure.

4. Price shall be discovered through online bidding process to be conducted by the service provider. The start bid price shall be on F.O.R. GRSE basis inclusive of proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing, forwarding, freight & insurance as the case may be & to be kept firm till execution of order in full.



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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. **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.
3. **EMD SUBMISSION: -**
 - a) For Category 1 (Cartridges for Plotter): - **Rs. 21,000/-**
 - b) For Category 2 (Paper for Plotter): - Nil

EMD amount **drawn in favour of** Garden Reach Shipbuilders & Engineers Ltd, Kolkata in the form of Demand Draft is to be submitted. The demand draft is to be drawn on any commercial bank. Scan copy of the demand draft is to be attached in E-Procurement commercial data sheet. Original demand draft is to be submitted in sealed envelope addressed to Mr. Arup Das, Manager (Purchase), Commercial Dept, 2nd Floor, 61 Park Unit, 61, Garden Reach Road, Kolkata-700024 with "details of tender" & "EMD" super scribed in the upper portion of envelope.

Non-submission of EMD amount will lead to rejection of offer. 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 are eligible for exemption from EMD. Traders are excluded from the purview of this.
4. **DOCUMENTS REQUIRED FORM NEW VENDORS NOT REGISTERED AT GRSE: -**

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) Copy of GST registration Certificate & PAN
 - 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.
 - 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.
5. **DATE OF COMMENCEMENT: -**

The Contract shall come into effect from the date of signing or issue of LOA/Contract.
6. **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
7. **OFFER VALIDITY: -**



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All Tenders must remain firm and open for acceptance **for 90 days** from the RA end date.

8. **OPTION CLAUSE / QUANTITY ENHANCEMENT**

GRSE reserves the right to increase or decrease the quantity to be ordered up to 50% of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 50% of the contract quantity at the same rate and terms and conditions.

9. **L-1 DETERMINATION: -**

L-1 to be consider on Category Wise (**Category 1: -** Cartridges & Head for Plotter and **Category 2: -** Paper for Plotter) total price considering one years projected on basic price. **Vendors are requested to quote for all the items under each Category, failing which offer will be summarily rejection.**

10. **SCOPE OF SUPPLY.**

It is envisaged that the quantity contracted for shall be drawn / consumed for one-year contract period. Delivery for the total quantity to be supplied in instalments against separate purchase order from GRSE and is totally based on as and when requirement basis and to be delivered within 15 days from the date of order /E-mail from GRSE. Separate Purchase Order will be placed for the staggered delivery. GRSE Reserves the right to procure an additional 50% quantity under the contract and place PO even on the last date of validity of contract. Provision to extend the duration of contract as per mutually agreed period without change in price or any other T & C may be incorporated.

11. **TERMS OF PRICE: -**

The quoted rate must be legible. Quoted Price shall be firm and fixed and must be F.O.R. destination / GRSE Kolkata basis. Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full. Quoted price must be inclusive of all charges like 'incidental charge' for period of order. Contracts to be awarded on fixed price basis. No price-revision will be considered after submission of the price bid and also till full execution of the order.

12. **TERMS OF DELIVERY: -**

Delivery schedule: - Staggered delivery schedule in required lot quantity within 15 days against intimation / separate purchase order from GRSE. For delay in delivery beyond GRSE reserves the right to impose LD as per LD clause in NIT. Any unscheduled holidays/breaks at Supplier premises are to be intimated in advance. Bidder to confirm the MOQ.

13. **DELIVERY POINT: -**

- To be door delivered to Admin (CDO), Main Unit, Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700024.
- 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.
- 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, Kolkata at vendor's own cost. E-way bill to be arranged by vendor end if any required.

15. **CONDITIONAL OFFER: -**

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

16. **TAX: -** Applicable rate of GST & its HSN code must be clearly indicated in the bid.

17. **PAYMENT TERMS: -**



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100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Stamped Tax Invoice through ECS/NEFT. ICGRN will be issued only after receipt and acceptance of the item at GRSE. 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 the respective user dept of GRSE.

18. **SECURITY DEPOSIT FOR CONTRACT PERFORMANCE**

Vendors have to submit 05% 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 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.

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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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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26. **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.
27. **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 0
 - viii) The language of the proceeding shall be in English
28. **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.

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.



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General Rules and Regulations governing conduct of On-line Reverse Auctions

1. **Service Provider :**

For conducting the Reverse Auction, Garden Reach Shipbuilders & Engineers Ltd. (GRSE) has engaged the services of **National Informatics Centre (hereinafter referred to as Service Provider or SP)** for conducting the Reverse Auctions. SP is fully authorized to give clarifications / coordinate with the tenderer/supplier on behalf of GRSE w.r.t. conduct of Reverse Auction. Their address and contact details are as given alongside.

National Informatics Centre

A-Block, CGO Complex, Lodhi Road,

New Delhi – 110003, India

Web site: <https://www.nic.in>

E-mail : support-eproc@nic.in

Tel : 0120-4200462, 0120-4001002

2. **Introduction to General Rules & Regulations :**

The General Rules and Regulations provided herein govern the conduct of On-line Reverse Auctions operated by NIC. These rules cover the roles and responsibilities of the parties in the On-line Reverse Auctions on the NIC platform. **Acceptance in-Toto to these General Rules and Regulations is a prerequisite for securing participation in the On-line Reverse Auctions on the NIC platform** (<http://eprocuregrse.co.in/nicgep/app>).

3. **Role of Service Provider :**

NIC is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency providing the auction engine, the role of NIC would include :

- Setup the auction based on item details and bidding rules as mentioned in tender document.
- Providing access through user-id protected by password to the approved bidders to participate in the auction.
- **Enhancing bidder awareness by providing them the details / steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.**
- Summarizing auction proceedings and communicating of the outcome to GRSE.

4. **Role of the Bidder / Tenderer:**

The role of the bidders/vendors is outlined below :

- Give written consent to General Rules and Regulations. Access to auction mechanism shall be provided only after such consent.
- Ensure that user-id and password to access the auction is not revealed to unauthorized persons.
- Participate in the Reverse Auction with the aim of bidding to secure the auctioned item in the auction (being selected for supplying GRSE's requirement in a Reverse Auction).
- Convey/confirm last quoted price in writing to SP, immediately after close of Reverse Auction.
- Provide breakup of last quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- In the event of winning an allotment, fulfill all obligations under the contract.

5. **Bidding Rules:**

The Bidding Rules refer to the information and terms defined specifically for a particular Reverse Auction. The purpose of the Bidding rules is to provide approved bidder with the information and terms specific to the auction in which they are bidding. This would include:

- Start Time and duration of the Reverse Auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price (if specified).
- Minimum & Maximum Bidding Quantity (if specified).
- Price Decrements and any reduction in the price decrements in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).



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Participation in the auction process presumes complete awareness and understanding of the bidding rules.

6. Conduct of the Reverse Auction :

The Reverse Auction shall be conducted on pre-specified date & time.

NIC retains the right to cancel or reschedule the Reverse Auction on any of the followings reasons:

- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- Bids are received but above the Start Bid Price.
The duration of the Reverse Auction may also vary from the pre-specified period of time on account of termination of the auction by NIC :
- On the advice of the GRSE, or,
- On its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or integrity of the auction process.

7. Problems during the conduct of the Reverse Auction :

In the event of any problems being faced in the smooth conduct of the auction, NIC shall have the right to undertake one or more of the following steps:

- Cancellation of a bid.
- Locking of bidders account (suspension of operations in the account) etc. Such intervention may even happen without seeking prior concurrence of GRSE.

Thereafter, NIC shall inform GRSE, clearly stating reasons, of such cancellation / suspension.

8. Ensuring Participation & Loss of connectivity :

The bidders has to participate in the Reverse Auction(RA) from their own office/ own arrangement. The bidder has to make arrangement for ensuring Internet connectivity throughout the RA event. For this, the bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. GRSE & NIC shall in no way be responsible for the consequences arising out of disruption of Internet connectivity. In case the bidder desires, efforts will be made to provide assistance during the Reverse Auction phase by deploying skilled persons from Service provider/authorized representative at the participating vendor locations. However, GRSE or Service provider shall in no way be responsible ensuring Internet connectivity.

9. Liability of Service Provider :

NIC shall not be liable to the GRSE / bidders in the auction or any other person(s) for:

- Any breach of contract by any party in the fulfillment of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infra structural facilities or any other shortcomings at the vendors' end.

10. Confidentiality Clause :

NIC undertakes to handle any sensitive information provided by GRSE or confirmed bidders for the Reverse Auctions conducted on the NIC platform with utmost trust and confidentiality.

11. Jurisdiction :

Any disputes relating to the online Reverse Auction module shall be subject to the sole jurisdiction of the district court of the GRSE.

12. Right of GRSE :

GRSE reserves the right to fully / partly accept or reject any or all bids placed in the online Reverse Auction without assigning any reason whatsoever. GRSE also reserves the right to allot the tendered quantity to one or more bidders.



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Definition of Key Terms for Reverse Auction

1. **Reverse Auction** : Reverse Auction refers to a forum where the requirement for one/more Lots of an item is stated and the participants are required to bid down the price to be selected to supply the requirement.
2. **On-line Reverse Auction** : On-line Reverse Auctions refer to those Reverse Auctions conducted through the Internet with simultaneous bidding (from one or more locations). In other words, the venue for the auction is on an Internet website / platform. The NIC website (<http://eprocuregrse.co.in/nicgep/app>) or any other URL assigned by NIC would constitute the venue for the purpose of the On-line auction.
3. **Award at the Reverse Auction** : The bidder quoting the lowest price is normally allotted the item unless otherwise specified by GRSE.
4. **Buyer i.e. GRSE** : GRSE is the individual/business entity who has contracted NIC to conduct such Reverse Auction. In case of Reverse Auction, the purpose would be to meet their requirement for item/s from among the sellers desiring to sell the items to GRSE.
5. **Bidder** : Bidder is the individual/business entity participating in the Reverse Auction, intending to supply the item/s to GRSE. To become a Bidder in the auction, a business entity has to secure GRSE's approval for participation and also provide written consent to the General Rules and Regulations for RA.
6. **Auction Engine** : Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. NIC is the sole owner of the auction engine and retains exclusive right over the utilization of the same.
7. **Commencement of bidding**. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionalities and screens of the auction mechanism. It is not mandatory for NIC to provide Preview Time.
8. **Start Time** : Start time refers to the time of commencement of the conduct of the On-line auction. It signals the commencement of the Price Discovery process through competitive bidding.
9. **Duration of the Reverse Auction** : It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. The conditions include:
 - Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
 - Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.
10. **Auto Extension of the Auction Timings** : In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. NIC however retains the right to change the same. The Inactivity time applicable for the particular On-line Bid shall be communicated to the bidder if it will be set to a value less than 5 minutes.
11. **End of the Reverse Auction** : End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.
12. **ID and Password** : Password and ID shall be given to all the eligible Vendors by the Service Provider for enabling them to participate in the Reverse Auction.
13. **Start Bid Price** : Wherever indicated, Start Bid Price is the Maximum Price, which will be accepted by the Reverse Auction engine. Supplier will have to quote a price lesser than the Start Bid Price for participating in the Reverse Auction. The computer shall not accept Price higher than start Bid Price for a lot. Bidding will start at start Bid Price to be intimated in advance to the vendors eligible for bidding. This will be put up on the site.
14. **Minimum Decrement** : Minimum decrement is the minimum amount by which, a supplier has to reduce his bid value in order to beat the latest lowest bid. For example if a bidder bids Rs 10,00,000/- for a Lot, others, in order to beat this bid, have to quote a lower price with a minimum decrement say of Rs.2,500/- i.e. in order to be eligible they have to quote Rs.9,97,500/- (or lower) for the same Lot. This minimum decrement shall be pre-decided by GRSE / NIC and will be in-built into the RA event.
15. **Proxy Bid** is a bidding option through which, the system places bids on bidder's behalf. Bidder need to check (click) the proxy bid box on the screen and place the lowest value to which they can bid and then place



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submit button and confirm. Once the proxy is activated the bids are placed automatically as per the minimum decrements. The lowest value of the proxy bid amount is not visible by any other bidder.

When a bidder exercises the proxy option, the proxy bid remains L1 till the lower bid value fed in the auction machine is exhausted i.e. a lower bid, less than the lower bid value offered by the bidder exercising the proxy, is offered by another bidder. If a bidder bids a price equal to the lower limit of the proxy bid, the proxy bidder gets precedence over him at that price.

Example: Suppose, the current bid in the market is Rs.10,000 and the min. decrement is Rs.100 and a bidder have activated proxy till Rs.9500. Now say a bidder places a bid of Rs.9,800, the system automatically bids Rs.9,700 on the proxy bidder's behalf at the same time and keeps the proxy bidder as a leading bidder.

In the following circumstances, a bidder may opt for proxy bidding.

1. Where the bidder is not confident of a reliable Internet Connectivity.
2. Where the speed of Internet Connection is slow and unable to catch-up with the speed of competitor's bids.
3. To remain a leading bidder till the lowest bid value fed in the auction machine.
4. Where the bidder is required to put bids in more than one Market/Lot at a time.
5. Bidder is pre-occupied and not in a position to put bids live as the auction is going on.

