



Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, Under Ministry of Defence)
61 Park Unit, 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 "STORAGE HDD FOR DC, KOLKATA "

SPECIAL TERMS & CONDITIONS OF THE E-TENDER NO. PUR(CAPEX)/RKJ/ IBM-STORAGE HDD FOR DC/IT/RA-3006

SPECIAL NOTE:- This tender enquiry is invited from either IBM or Its Authorized Vendors only eligible for participation in this tender. No Other vendors Will be allowed. Others bids (if received) will be rejected without any Communication.

TERMS OF PRICE : F.O.R. GRSE.

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. Only NSIC Single Point registered firms for supplying above mentioned item may be exempted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid alongwith a valid relevant NSIC Single Point Registration Certificate up to its monetary limit.
3. Following facilities / benefits will be given to MSEs:-
 - (a) Issue of Tender sets free of cost.
 - (b) Exemption for payment of Earnest Money Deposit.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registrations scheme. The vendors registered with NSIC under single point registration will additionally be exempted from submitting the security deposit.

Vendors registered with MSE (Micro & Small Enterprises) are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises, 2012.

- i) For 20% value of a tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to their acceptance of lowest quoted price.
- ii) In case multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
- iii) In case any of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.
- iv) MSE will be entitled for free tender documents and exemption from submission of EMD.

Following confirmation is requested from vendors registered with MSE and documentary evidence **must be submitted** as deemed appropriate:



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- (a) Whether MSE registered? If “YES” then you have to submit scanned copy of Valid Registration Certificate & EMII Certificate failing which benefits cannot be extended to the firm.
 - (b) Whether MSE registered firm is owned by entrepreneur belonging to SC/ST category? If “YES”, then documentary evidence to be submitted, failing which, benefits as detailed in 3(iii) cannot be extended to the firm.
 - (c) In case the participating MSE is a partnership company having one of the partners belonging to SC/ST, benefits related to SC/ST owned MSE will to be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
 4. **NEW / UNREGISTERED VENDORS** to submit the following qualification criteria in Part ‘A’ of the offer otherwise their offer will not qualify 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 of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).
 - (d) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Xerox copies GST Registration.
 - (e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.
 - (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
 - (g) Either OEM or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part A of offer to qualify participation by an authorized dealer / distributor.
 5. **TENDER FEE:-**
Tender fee will be Rs.500.00 (Rupees Five Hundred Only). Vendor need to submit tender fees details in prescribed format in e-procurement commercial data sheet and send the draft, in favour of Garden Reach Shipbuilders & Engineers Ltd. addressed to Mr. Rajesh Jaiswal Manager (Purchase) in the upper portion of envelope. Please scan the Draft copy and attach it to General Document’s part in e-procurement.
 6. **EARNEST MONEY DEPOSIT :-**
EMD amount of Rs. 30,000.00 (Rupees Thirty Thousand Twenty only) is to be issued from Nationalized Bank through DD or Bank Guarantee (as per format) in favour of M/s Garden Reach Shipbuilder’s & Engineers Limited. Vendor need to submit EMD details in prescribed format in e-procurement commercial data sheet and send the draft to GRSE (Taratala Unit), Purchase Department addressed to Mr. Rajesh Jaiswal Manager (Purchase) in the upper portion of envelope. Please scan the Draft copy and attach to General Documents part in e-procurement.
- GRSE reserves the right to reject the offer in case the scanned copies of DD for both Tender Fees / EMD etc are not attached in the offer.**
7. **PRICE VALIDITY:-**
All Tenders must remain firm and open for acceptance for **120 days** from the date of opening the techno-commercial bid. 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.**



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8. The rate quoted must be legible. Quoted Price must be F.O.R. destination / GRSE 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.

9. **PART ORDER :-**

Part Order is not applicable against this tender enquiry.

10. L-1 BIDDER shall be decided on TOTALITY basis (excluding GST). Vendors are requested to quote all the items, otherwise your offer will be rejected

11. **CONDITIONAL OFFER:-**

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

12. **TECHNICAL SPECIFICATION & SCOPE OF WORK:-**

Will be as per SOTR IT/SOTR/DC/HDD/1 and as below :

<u>SL.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
1.	1.8 TB 4KN-Hard Disk Drive	12 EACH

Technical Specification :

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REQUIREMENT:-

- 1) Procurement of 12 nos. of 1.8 TB 4KN-Hard Disk Drives as per below specifications for its DC-Kolkata IBM storage system.
2) Installation and integration in existing IBM storage system at DC on RAID.

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SPECIFICATIONS

Make: IBM
Model/ Part No. / FRU: 000RX915 or 001NN119
Disk Size: 1.8 TB
Disk Rotational Speed: 10K
Hardware Interface/Drive Type: SAS
Data Transfer Rate/SAS Factor (per s): 12 Gb
Hard Disk Form Factor: 2.5 Inches
Logical Sector Size/Native Factor: 4KN
Compatible with IBM Machine Type 2076
Storwize V7000 Gen1
Controller/Expansion enclosures: Yes

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Additional Clause

In addition, all terms as per SOTR no. IT/SOTR/DC/HDD/01 dated 24.04.2024 should be adhered to.

13. **TERMS OF PRICE:-**

The quoted rate must be legible and to be kept firm & fixed till execution of order in full on F.O.R.



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GRSE, Kolkata (Door Delivery) at Main Unit / Any Unit. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier. Firm may be required to deliver the material at any store of GRSE, Kolkata and if required, prior confirmation for delivery store location to be obtained from ordering department.

14. **TAXES:-**

Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder.

15. **ACCEPTANCE:-**

It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.

16. **SECURITY 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 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.

17. **PATENT RIGHT:-**

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

18. **LIQUIDATED DAMAGE:-**

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

19. **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.

20. **PERFORMANCE BANK GUARANTEE:-**

(a) Materials / Equipment to be supplied are guaranteed for free replacement / repairs, against defective design, material, workmanship for a period of 3 months from the date of receipt of material at GRSE/Installation. 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 one month of reporting.

(b) A Bank Guarantee covering 5% value of the contract is to be furnished before claim of payment. Keeping the same valid for the above 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% after completion of Guarantee Period of 3 months from date of supply/installation.



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21. **CONTRACT PERFORMANCE BANK GUARANTEE:-**

You will submit 5% of ordered value as Contract Performance BG as per GRSE format (enclosed) within 10 days after receipt of P.O. from Nationalised Bank. This B.G. will be released to you immediately after execution of order in full. The B.G. will be en cashed in case of failure to supply the material in time, or if the progress of mfg. is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice.

22. **GUARANTEE / WARRANTY:-**

Materials/System to be guaranteed for 03 months from date of supply /installation of material/system at GRSE. if not mentioned in SOTR. If anything specific is considered in SOTR, relevant SOTR clauses to be considered as final. A guarantee certificate is to be forwarded with the supply.

23. **TEST / GUARANTEE CERTIFICATE:-**

Manufacturer / Supplier's Guarantee Certificate indicating compliance of the specification, make, etc. is to be forwarded along with the supply of the items. Necessary catalogue, detail, etc. of the item as applicable, should be furnished by the firm to facilitate receipt inspection.

24. **PACKING:-**

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.

25. **INSPECTION:-**

Receipt Inspection by GRSE user dept. or his authorized representatives or any authorised firm/person mentioned in SOTR (if any).

26. **INSPECTION AUTHORITY:-**

Respective Dept. in Charge or his authorized representative or any authorised firm/person mentioned in SOTR (if any).

27. **PAYMENT TERMS:-**

100% payment with GST will be released on within 30 days of receipt of bill duly certified by AGM(IT) & supported with satisfactory Work Done Certificate duly certified by AGM (IT) / his nominated rep through ECS / EFT mode supported by a PBG of 5% of order value in GRSE Format valid till expiry of Guarantee Period. GR/ICGRN will be issued only after receipt and acceptance of the item/work completion at GRSE.

OR

90% payment with GST will be released on within 30 days of receipt of bill duly certified by AGM(IT) & supported with satisfactory Work Done Certificate duly certified by AGM (IT) / his nominated rep through ECS / EFT mode and balance 10% after expiry of guarantee period. GR/ICGRN will be issued only after receipt and acceptance of the item/work completion at GRSE.

28. **SUBMISSION BILL :-**

All Bill invoice for payments are to be submitted with all relevant document to Sr. Mgr (F-SLP) with intimation to Purchase dept.

29. **NEGOTIATION WITH LOWEST BIDDER:-**



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As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

30. **SUBMISSION OF DOCUMENTS:-**

Original invoice copy triplicate along with gate stamp challan/certified by user(IT) dept. and GR/ICGRN/Work Completion Certificate to be submitted for payment processing. PBG if mentioned in payment terms to be submitted with the invoice.

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

31. **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.

32. **DELIVERY:-**

Our requirement is urgent, vendor is to quote the best and earliest possible firm delivery schedule within 30 Days from the date of placement of LOA (Letter of Acceptance) / Order.

33. **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.

34. **CANCELLATION OF ORDER/ TENDER:-**

In the event of progress being poor, GRSE reserve the right to cancel the order/tender without assigning any reasons and no cancellation charges will be paid to the firm on this account.

35. **MODE OF DESPATCH:-**

a) For local supplier:

To be delivered to GRSE at your cost.

b) For outside supplier:

The items to be dispatched preferably through GRSE nominated transporter on freight paid & door delivery basis. The materials are to be suitably packed to avoid transit damage / pilferage.

c) Way bill:

For arranging Way bill the firm has to submit the following documents to reach the ordering authority per courier:-

- i) Ink signed invoice in duplicate.
- ii) Copy of L.R. (C/N copy).

36. **INDIVIDUALITY OF CONTRACT:-**

The order (if any) 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.

37. **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 referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd." in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.



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- ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. 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.

38. **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.

39. **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.

40. 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.

41. For outstation supply, Way bill will be issued on submission of ink signed invoice & ink signed L.R. copy.

42. GRSE reserves the right to increase/decrease the tendered quantity or cancel the tender without assigning any reason whatsoever.

43. **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 after completion of Pre-Bid Meeting, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.**

44. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement.

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



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

IMPORTANT NOTE:-

- 1] TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER.
- 3] 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.FOR ANY AMBIGUITY BETWEEN SOTR AND ANY OTHER PART OF THE TENDER DOCUMENT, RELEVANT CLAUSE/S OF SOTR TO BE TREATED AS FINAL.

**4] PLEASE CONTACT E-PROCUREMENT CELL AT 033-24893902.
E-MAIL: mtl.eproc@grse.co.in/Palit.Saraswata@grse.co.in FOR ANY KIND OF UPLOADATION PROBLEM**

- 5] SUBMISSION OF DOCUMENTS & FORMATS (ECS, EMD, PBG, CPBG etc.):-
- 5.1 ECS – MANDATORY
- 5.2 TENDER FEE & EMD DD/BG – MANDATORY WHEREEVER REQUIRED
- 5.3 FILLED TECHNICAL OFFER, ACCEPTANCE MATRIX OF COMMERCIAL TERMS AND CONDITIONS- MANDATORY TO SUBMIT BY ALL BIDDERS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

**(RAJESH KUMAR JAISWAL)
MANAGER (PURCHASE)**

Commercial Dept., Administrative Block (2nd Floor)
61 Park Unit, Garden Reach Road, Kolkata-700024

Phone: (033) 2469 8100-13; Ext: 228

Email: Jaiswal.RajeshKumar@grse.co.in



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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).



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- Price Decrements and any reduction in the price decrements in the auction in the event of inactivity.
 - Other attributes (informational/non-negotiable in nature).
- 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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CIN No. : L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

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



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then place 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.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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