:: NOTICE INVITING TENDER ::

ITEM : SUPPLY OF "CU-NI BUTT WELD FITTINGS" FOR GRSE PROJECT-STOCK

E-TENDER NO. : PUR/ASK/OT/Cu-Ni Butt Weld Fittings/LTA8/RA-3565

Tender is invited from manufacturers/authorised dealers for entering into three year rate contract for supply of different sizes of Cu-Ni Butt Weld fittings. The contract may be extended by another two years subject to mutual agreement. The total quantity for each size is proposed to be supplied in six lots in three months each time a purchase order is placed.

SL.	MAT CODE	DESCRIPTION	UOM	LOT SIZE	TOTAL QUANTITY
1.	488003122516	20NBX15NB, 90/10 CU-NI REDUCER	EA	45	270
2.	488003123016	25NBX20NB, 90/10 CU-NI REDUCER	EA	45	270
3.	488003123516	32NBX25NB, 90/10 CU-NI REDUCER	EA	90	540
4.	488003124012	40NBX32NB, 90/10 CU-NI REDUCER	EA	45	270
5.	488003124112	50NBX32NB, 90/10 CU-NI REDUCER	EA	45	270
6.	488003124512	50NBX40NB, 90/10 CU-NI REDUCER	EA	45	270
7.	488003124614	65NBX40NB, 90/10 CU-NI REDUCER	EA	30	180
8.	488003125014	65NBX50NB,90/10 CU-NI REDUCER	EA	45	270
9.	488003125114	80NBX50NB,90/10 CU-NI REDUCER	EA	30	180
10.	488003125614	80NBX65NB,90/10 CU-NI REDUCER	EA	45	270
11.	488003125716	100NBX65NB,90/10 CU-NI REDUCER	EA	30	180
12.	488003126116	100NBX80NB,90/10 CU-NI REDUCER	EA	30	180
13.	488003126224	125NBX80NB,90/10 CU-NI REDUCER	EA	30	180
14.	488003127424	125NBX100NB,90/10 CU-NI REDUCER	EA	30	180
15.	488003127526	150NBX100NB,90/10 CU-NI REDUCER	EA	30	180
16.	488003128026	150NBX125NB,90/10 CU-NI REDUCER	EA	45	270
17.	488003128727	200NBX150NB,90/10 CU-NI REDUCER	EA	30	180
18.	485225041611	Cu Ni FORGED BEND 1.0 D, 25 NB (90 DEG.)	EA	60	360
19.	485225041711	32 NB 90/10 CuNi ELBOW,90° (LR)	EA	120	720
20.	485225041811	40 NB 90/10 CuNi ELBOW , 90°(LR)	EA	150	900
21.	485225041911	50 NB 90/10 CuNi ELBOW, 90° (LR)	EA	150	900
22.	485225042511	65 NB 90/10 CuNi ELBOW ,90° (LR)	EA	150	900
23.	485225042611	80 NB 90/10 CuNi ELBOW ,90° (LR)	EA	150	900
24.	485225043011	100 NB 90/10 CuNi ELBOW , 90° (LR)	EA	90	540
25.	485225043311	125 NB 90/10 CuNi ELBOW, 90° (LR)	EA	45	270
26.	485225043711	150 NB 90/10 CuNi ELBOW,90° (LR)	EA	150	900
27.	485225044111	200 NB 90/10 CuNi ELBOW, 90° (LR)	EA	45	270

Note: 1st Lot size qty of 27 items will be placed one purchase order and subsequent Po's will be released based on consumption based through auto MRP run.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
(A. SELVA KUMAR)

SENIOR MANAGER (PUR)
Phone: (033) 2469 8100-8113
E-mail: SelvaKumar.A@grse.co.in
Commercial Dept., Second Floor, 61 Park Unit,
61, Garden Reach Road, Kolkata-700 024

-:TERMS & CONDITIONS :-

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 :-

Techno-commercial bid shall be submitted in e-tendering data sheet provided by system with complete tender reference, due date etc. and the same shall comply with full technical specification, scope of supply and point-wise commercial terms and conditions as stated below. Drawings / sketches must be returned with acceptance with your techno-commercial offer.

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-COMMERCIALLY 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 **120 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. The mentioned information should be clearly filled up in E-Procurement and upload the same.

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.

TECHNICAL TERMS -

1. **TECHNICAL SPECIFICATION / SCOPE OF SUPPLY :-**
As per SOTR No. GT61410062M Rev-02 (19 Pages)

2. For any clarification please contact -

Sl.		Contact Details
1	For any kind of technical specification related quarries	Mr Tanumoy Mukherjee, Senior Manager (SD&R – Engg) Email : Mukherjee.Tanumoy@grse.co.in Mob : 90513 76465
2.	For any kind of commercial related quarries	Mr. A. Selvakumar, Senior Manager(PUR) Email : SelvaKumar.A@grse.co.in Mob : 91630 50333
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)

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.com

   The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.

   In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. MSE/NSIC Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee & EMD against formal approach in techno-commercial bid along with a valid relevant MSE/NSIC Registration Certificate up to its monetary limit.

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. **VALIDITY :-**
   All Tenders must remain firm and open for acceptance **for 120 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.

6. **NEW / UNREGISTERED VENDORS :-**
   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. (PO/Invoice copies & Performance Certificate of reputed customers to be enclosed at least 2 to 3 Govt./Semi–Govt. Orders of similar type of items in last 2/3 years).
   (d) Submission of PAN together with copies of Trade License, GST Registration Certificate.
   (e) Solvency Certificate from Banker and copy of audited Balance Sheet and Profit & Loss Account for last three years.
   (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.

7. **TENDER FEE (NON-REFUNDABLE) :-**

Tender fee will be **Rs.1000.00 (Rupees One Thousand 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. A. Selvakumar, Manager(Purchase)* in the upper portion of envelope. Please scan the Draft copy and attach it to General documents part in e-procurement.

GRSE reserves the right to reject the offer in case the scanned copies of DD for Tender Fee is not attached in the offer.

8. **EARNEST MONEY DEPOSIT :-**

EMD for **Rs 4,00,000.00 (Rupees Four Lakhs Only 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. A.Selvakumar, Senior Manager (PUR)* Commercial Dept., Second Floor,61 Park Unit, 61,Garden Reach Road, Kolkata-700 024 with **"Details of tender" & "EMD**" superscribed in the upper portion of envelope..

GRSE reserves the right to reject the offer in case the scanned copies of DD for Tender Fees is not attached in the offer.

9. **SECURITY DEPOSIT (SD) :-**

(a) Post award of PO, Security Deposit for 5% of the value of the order valid till complete execution of the PO in the form of BG is to be submitted in 30 days of PO.

(b) Exemption of SD for NSIC as applicable for GRSE will remain unaltered.

10. **PART ORDER: -**

Part order is not applicable against this tender enquiry.

11. **L-1 DETERMINATION: -**

L-1 bidder shall be determined on TOTALITY basis (excluding GST). **Vendors are requested to quote for all the items, failing which offer will be summarily rejection.**

12. **SPLITTING OF TENDER QUANTITY: -**

GRSE reserves the right to **split tender quantity for each item among two vendors in the ratio of 60:40 between L1 & L2 bidders subject to L2 bidder accepting L1 price**.

13. **CONDITIONAL OFFER: -**

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

14. **TERMS OF PRICE: -**

The quoted rate must be legible and to be kept **firm & fixed for one year from the date of Rate Contract/Agreement** on F.O.R. GRSE, Kolkata (Door Delivery) basis. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier.

Price Variation shall be applicable as stated below:

Quoted price will be split into metal cost & fabrication cost in the ratio of 70:30

Price variation will be applicable on metal cost while fabrication cost will remain same for all purpose.

Price variation formula

Pd= Po {0.3+0.7 ((Metal cost)d/(Metal Cost)t)}

Pd: Applicable price on the date of delivery

Po: PO price

(Metal Cost)d:- Applicable metal cost on the month of delivery

(Metal Cost)t:- Applicable metal cost on the month of tendering

Metal cost will be considered as 90% Copper & 10% Nickel (Reference price for Cu-BME & Ni ET Mumbai).

(i) In your quoted price for Cu-Ni fittings, you will have to consider Base Rate of raw materials (i.e. BME Copper & Nickel of Economic Times, Mumbai) price per Kg. prevalent on the month of tender publication along with copy of BME Copper price & Nickel price of Economic Times, Mumbai.

(ii) For supply of finished material on contractual delivery date, the price of both the raw materials will be considered ONE MONTH prior to the contractual delivery date.

(iii) In case of early delivery desired by GRSE, the price of both the raw materials will be considered as per the rate existing ONE MONTH prior to the date of actual despatch of finished material.

(iv) In case of belated delivery attributable to the vendor, then the rate of both the raw material price prevalent ONE MONTH prior to actual date of despatch of finished materials OR the rate of raw materials prevalent ONE MONTH prior to contractual delivery date, whichever is LESS shall be applicable.

(v) **Vendor have to submit BME price of copper & Economics Times of Nickel documents during bid submission**

15. **TERMS OF DELIVERY: -**
F.O.R. GRSE, Kolkata basis (inclusive of Packing, Forwarding, Freight and Insurance charge, if any is to be borne by the supplier). Firm may be required to deliver the material at any storage location of GRSE, Kolkata and if required, prior confirmation for delivery store location to be obtained from ordering department.

16. **OPTION CLAUSE:**
GRSE reserves the right to enhance Rate Contract /Agreement quantity by 100% within the currency of Rate Contract /Agreement subject to acceptance by the vendor.

17. **TAX: -**
Goods and Service Tax (GST) will be paid extra. Accordingly, firm to indicate GST rate & HSN/SAC Code with proper document (scanned copy).

18. **INSPECTION: -**
i) Inspection will be carried out by GRSE(QA)/TPIA.
ii) Receipt Inspection will be done by GRSE(RIC)

Note: -
i) All tests are to be carried out at NABL accredited lab.
ii) QAP is to be submitted to GRSE(QA) within 15 days of Rate Contract/ Agreement.
iii) QAP approved for Rate Contract/ Agreement shall hold good for all subsequent purchase orders

19. **INSPECTION CHARGES: -**
(i) Third Party Inspection Charges will be borne by GRSE directly to the Third-Party Inspection Agency on submission of documentary evidence.

(ii) All incidental charges viz. testing charges, cost of sample charges, etc.to vendor's account.

20. **GUARANTEE / WARRANTY: -**
The supplied materials are to be guaranteed for satisfactory performance for a period of 18 months from the date of receipt of material at GRSE, against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery.

21. Any defect of the supplied material if found during the guarantee period, the vendor must be replaced free of cost within a period of 15 days from the date of such reporting.

22. **CERTIFICATIONS: -**
Certificate of compliance stating that fitting has been manufactured in accordance with all requirements of EEMUA-146/ DIN 86090 (for 90/ 10 CuNi Fittings) and all requirements of SOTR duly certified by inspection agency and all certificate (physical & chemical) & inspection certificate are to be supplied along with the materials.

23. **PAYMENT TERMS: -**
(A) FOR VALUE OF ORDER GREATER THAN Rs. 5 LAKH –
100% payment within 30 days against clear bill supported with ICGRN through on line bill processing system on GRSE portal through ECS/NEFT mode against submission of Performance Bank Guarantee for 10% of order value (Including taxes) in GRSE format valid till expiry of Guarantee Period. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

OR

90% payment within 30 days against clear bill supported with ICGRN through on line bill processing system on GRSE portal through ECS/NEFT mode and balance 10% will be paid after expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

(B) **FOR VALUE OF ORDER LESS THAN Rs. 5 LAKH –**
100% payment within 30 days against clear bill supported with ICGRN through on line bill processing system on GRSE portal through ECS/NEFT mode

N.B.: -
The supplier shall stipulate the following on delivery Challan: -
"We undertake to make up short fall / discrepancy in supply if any within a reasonable time".

24. **PERFORMANCE BANK GUARANTEE(PBG): -**
Materials to be supplied are guaranteed for free replacement / repairs, against defective design, material, workmanship for a period of 18 months from the date of receipt of material at GRSE. During the guarantee period the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.
A Bank Guarantee covering 10% value (Including Taxes) of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guarantee period from the date of 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 Performance Bank Guarantee is not submitted, 90% payment will be released & balance 10% after expiry of Guarantee Period.

25. **PROCEDURE FOR SUBMISSION OF BANK GUARANTEE: -**
Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address :- Chief General Manager(F), Garden Reach Shipbuilders & Engineers Ltd., 61, Garden Reach Road, Kolkata - 700 024.

26. **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.

27. **EXECUTION OF ORDER: -**
Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

28. **SUBMISSION OF DOCUMENTS: -**
For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

29. **DELIVERY SCHEDULE: -**
WITHIN THREE MONTHS OF RAISING OF DEMAND THROUGH A PURCHASE ORDER.

NOTE:
- Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, no. of packing etc.) 03 days prior to delivery plan.

30. **DELIVERY POINT: -**
a) Materials to be delivered to FAC Stores, GRSE – Rabindranath Tagore Shipyard (Main Unit) at Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024.
b) Ordered Materials, if delivered at GRSE, 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. Late supply will not generally be accepted.
c) The items are to be delivered against proper delivery challan / consignment note (in quadruplicate) indicating purchase order details, material code nos., GRSE material code nos. are also to be marked/tagged on the items.

31. **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.
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.

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

33. **INTEGRITY PACT: -**
Vendors must attach the scanned copy of the filled in IP (Integrity Pact) duly signed and stamped as per attached format on a Non-judicial stamp paper of Rs.110/- along with the Techno-Commercial Bid. Non Submission of Integrity Pact shall lead to rejection of your bid outright. Hard copy of the IP should reach the undersigned before / on the scheduled date of tender opening in an envelope superscribed with "INTEGRITY PACT" with tender reference no..

INDEPENDENT EXTERNAL MONITOR ARE: Shri Bam Bahadur Singh email id bbsinghbeml@gmail.com and Shri Pidatala Sridhar, IRS (Retd.) email id: sridharpidatala@gmail.com

34. **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.

35. **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.

36. **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.

37. **CANCELLATION OF ORDER: -**
In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

38. **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.

39. **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.

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

41. **LIQUIDATED DAMAGE: -**
All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of the value of the order for the delayed part.

42. **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.

43. **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 my appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
vii) The cost of the arbitration, fees of the arbitrator, remuneration of the 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 61, Garden Reach Road, Kolkata - 700 024.
viii) The language of the proceeding shall be in English.

44. **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.

45. **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.

46. 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.

47. **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.**

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

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

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

51. All other terms & conditions as per GRSE STACS.

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.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(A. SELVA KUMAR)

SENIOR MANAGER (PUR)
Phone: (033) 2469 8100-8113
E-mail: Selvakumar.A@grse.co.in
Commercial Dept., Second Floor, 61 Park Unit,
61 Garden Reach Road Kolkata-700024

End of Document

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).

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

I) 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.

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 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 Bidder a 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 LIMITED

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