

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

(A Govt. of India Undertaking)

43/46, Garden Reach Road, Calcutta- 700 024.

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STANDARD TERMS AND CONDITIONS OF SUPPLY (STACS)

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GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
43/46, GARDEN REACH ROAD,
KOLKATA – 700 024.

STANDARD TERMS AND CONDITIONS OF SUPPLY
(Part-I)

ENTERPRISE PROCUREMENT SYSTEM (EPS)

EPS is a state-of-the-art technology application platform which caters for electronic procurement not only on a fast track basis but it does ensure a transparent and secure procurement system, which is beneficial to both the Vendor and the Buyer.

GRSE e-Procurement is based on a web portal for online Tender enquiry and submission of Bids. Suppliers will have to log on to the site:- <https://eps.buyjunction.in> or you may log on to home page e-Tender of GRSE Web site: <http://www.grse.nic.in> . For any queries, you may contact Mr. SR Ganguli, Consultant (e-Procurement) of GRSE (033-2489-3902) or Mr. Subhankar Deb Roy of Mjunction at (9231045304).

The vendor must be careful while quoting online their terms, prices and other charges, wherever applicable, as per the requirement of GRSE e-Procurement EPS portal and the NIT. Vendors should carefully re-check all their inputs before they finally confirm online.

DEFINITION

The word '**Purchaser**' refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, (GRSE), a Company registered under the Indian Companies Act 1913 and includes its successors or assigns.

The word '**Sub-contractor / Supplier / Vendor** ' means the person / firm / Company who undertakes to manufacture and / or supply and / or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.

The word '**Owner**' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

1. GENERAL TERMS & CONDITIONS

All Offers must remain firm & fixed and open for acceptance for a minimum period of 90 days from the due date.

All offers are to be submitted online within Due date and Time mentioned in RFQ.

The vendor should agree to all terms and conditions mentioned in the Tender/RFQ. GRSE reserve the right to reject any offer which does not conform to the terms & conditions in the Tender as non-responsive. However minor deviations, if any, must be clearly stated in the offer

The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.

Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.

2. Governing Jurisdiction and Compliance with Laws

- (a) All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- (b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform to all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
- (c) GRSE 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.
- (d) The existing Laws on employment of Child Labor shall be binding for the contract.

If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Supplier / Vendor, the Supplier / Vendor, shall quote for and carry out all such modifications to the equipment.

3. Secrecy :

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 the 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 tenderer 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.

4. Preservation:

A detailed procedure for long and short term preservation of the equipment and periodicity of preservation alongwith special preservatives, if required, prior to installation of the equipment shall be furnished by the Supplier / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished.

The Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

Examination of price: Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-contractor/supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.

Individuality of contract: In the event of the offer getting converted into an order, the said order shall be treated as an individual contract, shall not allow any general lien to the parties and shall not get prejudiced in execution due to situation arising out of some other contract that the supplier may have with GRSE.

5. Quotations

Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.

- (a) Quotation Reference must be mentioned in the online offer.
- (b) Tender to be submitted online before the due date and time.
- (c) Offer to be as per specifications, complying with tender conditions and NIT / EPS requirement.

Unless otherwise stated, the offers shall be in 'Two Bid System' only.

- (a) **PART-I** - 'Techno-Commercial Bid', which should indicate, confirm, enclose As applicable
 - (i) Items to be quoted on F.O.R. GRSE basis.
 - (ii) Price will remain firm & fixed till the execution of the contract.
 - (iii) Duties / Taxes, packing & forwarding charges, insurance and/or any other statutory levies payable, to be mentioned clearly / separately against each head, wherever applicable.
 - (iv) The offer shall clearly indicate the Foreign Exchange content, if any, and base Exchange Rate and cut off date for Import. If any item/s is / are required to be imported by the Supplier / Vendor for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only
 - (v) Any deviations from STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format to down-loaded from the e-Tender).
 - (vi) The vendor/supplier shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the vendor/supplier along with the copies of

bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser

- (vii) Delivery Schedule
- (viii) On Board Spares
- (ix) Base & Depot Spares
- (x) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.

(b) **PART-II** – ‘Price Bid’ - Quotes to be submitted online as per the template:-

- (i) Base Price and other mandatory fields (*) are to be duly filled in.
- (ii) In case of ex-works delivery freight & other charges to be indicated for loading of price as per the Price Bid Part II Template
- (iii) CST/VAT etc., and statutory duties payable extra are to be mentioned in the respective fields with Form “C” tax concession.

6. Order Acceptance Terms:

It is not binding on the purchaser to accept the lowest offer or any tender. The purchaser reserves the right to accept any of the tenders or part of a tender. The purchaser also reserves the right to split up the tender and place order for individual item with different suppliers, based on prices quoted and/or capacity constraints. The purchaser further reserves the right to order 25% more / less of the total tendered quantity

The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks from the date of mailing / receipt of the same in its entirety.

Recovery of compensation by the Purchaser from the Sub-contractor / Supplier / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

7. Security Deposit (Interest free): (Applicable for Press/Open Tender only)

Unless otherwise stated elsewhere, the successful Tenderer shall submit a Security Deposit @5% of order value but not exceeding Rs.50,000/- in the form of Demand Draft / Pay Order / Bank Guarantee (as per GRSE format & guide lines at Annex-2) issued by any scheduled Bank other than Co-operative Banks in favour of Purchaser. The Security Deposit will be returned only after the successful execution of the order. In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

8. Earnest Money Deposit: (Applicable for Press/Open Tender only)

Unless otherwise stated elsewhere Earnest Money Deposit (interest free) by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Cooperative Bank to be provided by the bidder in favour of GRSE at the discretion of the Purchaser.

9. Delivery Challan/Packing List:

a) Packing list should indicate all deliverable items Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm’s part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to protect against ingress of water & dust and to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Supplier / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

c) Storage and Demurrage will be claimed from the Supplier / Vendor for all shipments that reach the purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier/ Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

d) Ordered Materials to be delivered at GRSE must be supplied between 09-00 AM to 12-00 Noon and 01-00 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days. Late supply will not generally be accepted. In case vendor needs way bill for despatch from outstation works, submission of 2 mandatory documents is required – ink signed LR copy & ink signed invoice copy. Way bill cannot be issued in advance.

10. Insurance:

GRSE will arrange transit insurance for which the Supplier / Vendor will forward dispatch details, copy invoice by fax within 24 hours of dispatch of materials and the cost thereof will be borne by GRSE.

11. Guarantee / Warranty:

The materials shall be guaranteed / warranted for satisfactory performance for a period of 12 months from the date of commissioning of the vessel or 36 months from the date of receipt at GRSE, whichever is earlier, against improper design, defective materials and faulty workmanship. The successful bidder has to submit a certificate to this effect at the time of delivery and claiming payment. If during the guarantee/warranty period any equipment or component thereof supplied by the vendor/sub-contractor suffers due to defective material, improper design and/or faulty workmanship, the vendor/sub-contractor shall be responsible to arrange for rectification of such defective equipment and/or components thereof. And all expenses involved towards rectification/repair/replacement either at the vendor's premises or otherwise shall be to the OEM's account. There shall be no financial impact on GRSE.

12. Performance Bank Guarantee:

A Bank Guarantee covering 10% value of the contract is to be furnished as per the GRSE format (as at Annexure -IV&V) before despatch. keeping the same valid for the above 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.

13 Pre-despatch Inspection:

Materials to be supplied will be subject to a third party pre-dispatch inspection at the supplier's/Vendor's premises either by IRS/ABS/GRSE QA or any other inspection agency as will be stipulated in the Purchase Order at no extra charge to GRSE.

Conditions of tests and inspection requirements, if not held by the Supplier / Vendor are to be obtained from the Inspection Authority.

14. Receipt Inspection:

Materials will be subject to receipt inspection at GRSE by GRSE RIC and/or WOT (Navy Overseeing) Team for final acceptance of materials from quality angle.

15. Test / Guarantee Certificate:

Manufacturer's Test Certificate is to be submitted along with the material. In case T.C. is not made available at the time of dispatch, a Guarantee Certificate from the manufacturer has to accompany the material confirming that the material has been manufactured strictly conforming to the specification mentioned in the order.

16. Terms of Payment:

- a) 90% will be through ECS/EFT, against invoice duly accompanied with inspection certificate and guarantee certificate together with received CHALLAN.

In case of outstation suppliers 90% payment will be made through bank against submission of dispatch documents supported by relevant inspection & guarantee certificates. All bank charges in this respect will be borne by the firm.

- b) Balance 10% payment will be made on submission of bill through ECS supported with clear receipt inspection certificate and guarantee certificate together with Performance Bank Guarantee as per GRSE format, which shall remain valid till the expiry of the guarantee period.

17. Documents & Information

- a. Vendors will furnish requisite documents / information on receipt of the order. ECS Format for Bank Particulars and Payment Procedure enclosed at Annex.- 6)
- b. Way Bill – In West Bengal, Way Bill is to be issued for entry of materials from outside the state. GRSE will issue the Way Bill on submission of copy of Invoice and consignment. Note. Consignment Note should be in the name of GRSE.
- c. In case of Transit Sale, the name of the Consignors (other than seller) is to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee
- d. The Sales Tax Registration Number and Central Sales Tax Number, Service Tax Number, as applicable, are to be mentioned on all invoices. Unless otherwise stated Excise Duty, Sales Tax and any other statutory levies will be payable extra at actual. However, the Supplier /

Vendor shall submit the proof of having paid the duties / levies along with the Invoices / Bills.

- e. In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for dispatch & GRSE is to be intimated by supplier / vendor regarding readiness of items at least a month before dispatch..
- f. For supplies from States outside the state of West Bengal, Declaration Form “C” or “D” as applicable will be issued to the supplier for concessional rate of Sales Tax. In case of sale within the state of West Bengal, VAT will be applicable.
- g. Declaration Form can be issued to suppliers in case of transit sale, i.e., transfer of documents during the period of transit of the materials to obtain Sales Tax benefit.
- h. Invoice shall clearly indicate cost incidentals against each head, as applicable: Basic Cost, Excise Duty, Packing & forwarding charges, Central Sales Tax, VAT, Service Tax, Freight, Insurance, etc.
- i. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Supplier / Vendor the same shall be deducted from any sum then due or thereafter may become due to the Supplier / Vendor under the contract or any other contract with the Purchaser

18. Liquidated Damages

In the event of any delay beyond the stipulated contractual period, LD will be levied @1/2% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of order value of the delayed portion.

19. Risk Purchase:

If a successful vendor fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee . and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process.

20. Submission of Bills to SLP Section of Corporate Finance / GRSE

The bills presently submitted to SLP Section by vendors for purchase orders placed by NCM / Purchase Department in respect of “SHIP DIVISION ONLY” will now be deposited in the Box kept at the entrance of the Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01st April, 2002.

Computer generated acknowledgement for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday.

Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday.

The supplier should ensure that all the bills are kept in a separate envelope order wise and also

mention their vendor code number for easy identification and registration. All enclosures are also be firmly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.

For payment through ECS, bills will be deposited in the Box kept at the entrance of Corporate Finance Dept. as elaborated above. ECS Format of Bank particulars and Payment Procedure are enclosed at Annexure – 6 reference Clause IN 601(c) above.

21. Replacement for rejection:

Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserve the right to dispose off the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.

The guarantee period of replaced parts /items shall however be reckoned from the date of replacement .

If the defects are not remedied within a reasonable/stipulated time, the purchaser may proceed to rectify the defects at the supplier/vendor/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/vendor/sub-contractor in respect of their failure to remedy such defects.

22. Force Majeure (as vetted by Min. of Law) : -

Applicable as per the CVC Guide lines (as vetted by the Ministry of Law). However strikes/lockouts will be considered as Force Majeure condition for occurrences only at the supplier's own works / establishment and not at the end of any sub-contractors/sub-vendors of the suppliers/vendors

23. Arbitration: -

- a) 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 tender / agreement / supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director ('CMD' in short) or the Managing Director ('MD' in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. ('GRSE Ltd' in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- b) The CMD or MD, GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
- c) 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.

- d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd., or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- f) Also in the event of 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 or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer of GRSE Ltd., or a person whom he thinks fit and competent to adjudicate the disputes and difference in accordance with law.

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, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of the Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata-700024.

24. Use of Undue Influence / Corrupt Practices:-

The Sub-contractor / Supplier / Vendor shall not indulge in any corrupt practices as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption and in such event of failure to comply, the Purchaser shall have the right to cancel the contract and all or any other contracts with the Sub-contractor / Supplier / Vendor and recover from the Sub-contractor / Supplier / Vendor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Vendor.

25. Cancellation of Order:-

The Purchaser reserves the right to cancel the order without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser / Owner and failure on the part of the Sub-contractor / Supplier / Vendor to comply with the delivery schedule is judged inevitable. In such an event the Sub-contractor / Supplier / Vendor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Sub-contractor / Supplier / Vendor at his cost.

26. Workmen's Compensation Act :-

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.

27. Check List for submission of Invoice:-

A check list can be obtained from purchase dept for submission of invoice properly filled against each bill to facilitate prompt processing of invoice. A transaction fee of Rs 500.00 in case of first return where the bills are submitted with faulty/incomplete enclosure and transaction fee of Rs.1000.00 shall be charged for subsequent return of bill for inappropriate documents.

28. Transporter's Name:-

Fifteen (15) days in advance before despatch, the successful bidder will ascertain from/confirm to, GRSE regarding the name of the Road Transporter & other relevant details through whom the consignment will be sent to GRSE.



ANNEXURE - I

**FORM NO.
QS / 03. 0082**

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

(to be used by all scheduled banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024 (herein after called “the Buyer”) having agreed to exempt M/s. _____ (hereinafter called “the Party”) from the demand, under the terms and conditions contained in the Tender / Purchase Order No. _____ dated _____ (thereinafter called “the said tender”) of Security Deposit for the due fulfillment by the said party of the terms and conditions contained in the said tender, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or contained in the said Tender.

2. We, _____ Bank _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to of suffered by the Buyer by reason of any beach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We, _____ Bank Limited further agree to the Guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certified that the terms and conditions of the said Tender/Order have been fully & properly and carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

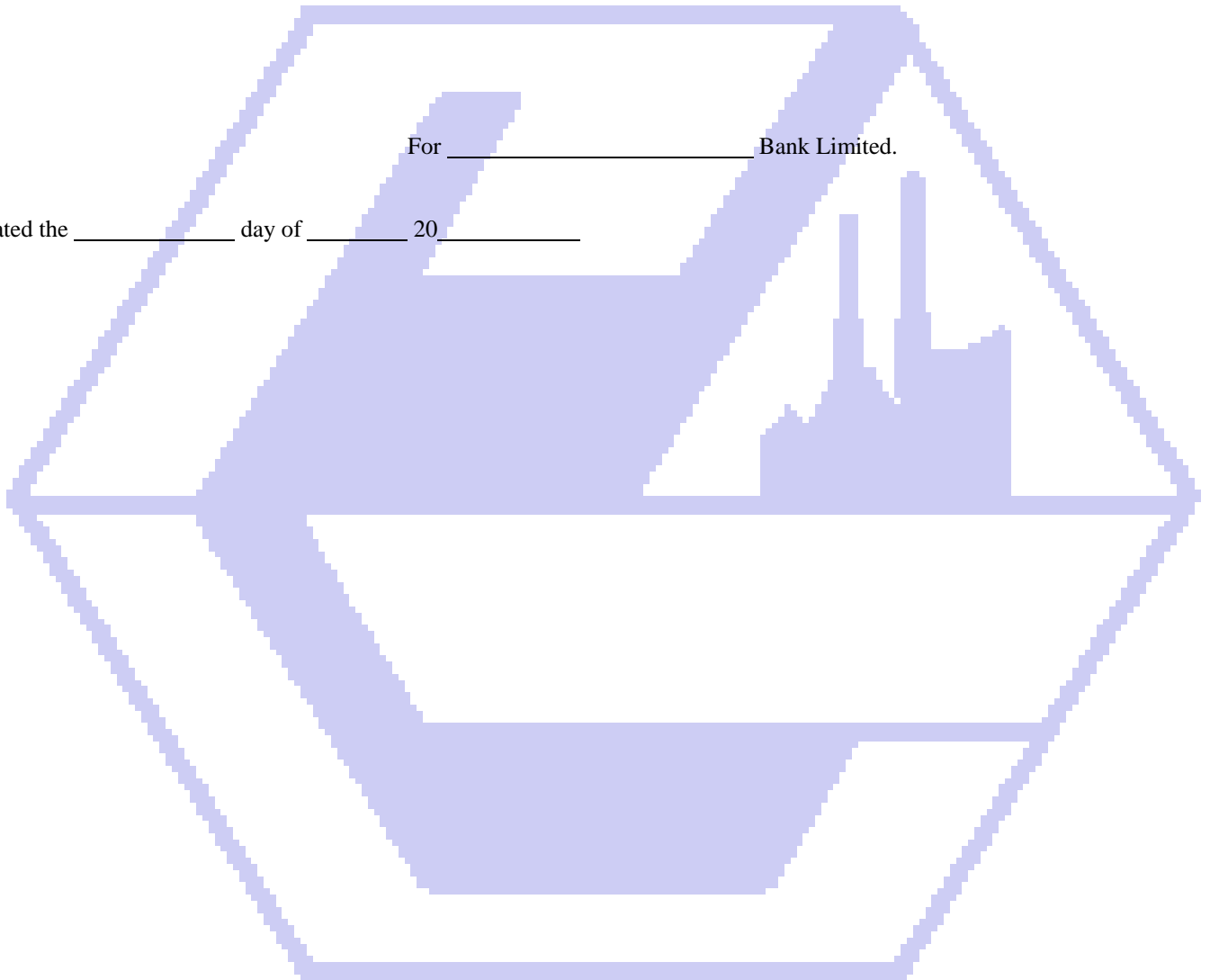
4. We, _____ Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender / Order or to extend time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said party for any forbearance, act or omission on the part of the Buyer or any Indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, _____ Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. _____ (Rupees _____) and that this guarantee shall remain in force until its expiry on the _____ (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of their beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For _____ Bank Limited.

Dated the _____ day of _____ 20_____



ANNEXURE-II

FORM NO. QS / 03 / 0020

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
43 / 46, GARDEN REACH ROAD
KOLKATA – 700 024

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

Ref : 1. BPE Notification No. BPE / G:032 / 78 / 1 (4) / Adv (F) / 69 dated 24.10.78.

2. Ministry of Finance , Deptt. of Economic Affairs Notification No.
F. NO. 0(7) / B.O. III / 75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited , 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called “The Buyer”) having agreed to exempt M/s.....(hereinafter called “The Party”) from the demand ,under the terms and conditions contained in the Tender / Purchase Order No..... Dated.....(hereinafter called “the said Tender / Order”) of security deposit for the due fulfilment by the said Party’s of the terms and conditions contained in the said Tender, on Production of a Bank Guarantee for Rs..... (Rupee..... only) , we Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs.....against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said Tender.
2. We.....Bank do hereby under take to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way if loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
3. We..... Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender . Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender / Order have been fully paid and its claims satisfied or discharged or till the Managing Director , Garden Reach Shipbuilders & Engineers Limited,

4. certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this
5. Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.
6. We.....Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender / Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. We,..... Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
8. Notwithstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....
.....only) and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry , all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For.....Bank Limited.

(Seal)

Dated theday of200.....

ANNEXURE-III

FORM NO.
QS/03/0090

**FORMAT OF INDEMNITY BOND TOWARDS SATISFACTORY
PERFORMANCE OF THE EQUIPMENT.**

(Re. Non - judicial Stamp Paper of Rs. 60/- is to be used).

Know all men by these presents that we, Messrs.....

.....having our registered office

at.....

which expression shall include our successors – in - interest and assigns where the context shall so permit and would be referred to as the OBLIGORS hereinafter are bound to M/s. Garden Reach Shipbuilders & Engineers LTD. , a Government Company constituted under the Company’s Act 1956, having their registered office at 43/46, Garden Reach Road, Calcutta -700024 , which expression shall include their successors – in - interest and assigns where the context shall so permit and would be referred to as the OBLIGEES hereinafter, in the sum of Rs..... (Rupees.....)

.....) to be well and truly paid to the obligees for which payment we bind ourselves firmly by these presents.

Sealed with our seal and signed by us this..... day of 200

Whereas the obligees called Tenders for the supply ofto them.

And whereas amongst others the obligers submitted tender for the supply of the said items.

And whereas the obligees have accepted the obligor’s said tender and placed on order Bearing Order No.....dt.....for the supply of the said ordered material at the price or value of Rs.....only on the terms and conditions therein contained .

And whereas the obligors have agreed to supply to the obligees the said..... on the terms and conditions contained in the said Order No..... dt.....and have also agreed to execute the above written bond subject to the condition herein after appearing .

Now the conditions of the above written bond is such that the said..... to be supplied by the obligers to the obligees in terms of the said order , shall work and function properly and smoothly a foryears from..... to.....or in case the said.....becomes unfit for working or defective in any way within the said period of..... years and the obligors shall at the request of the obligees repair and make good such defect or replaced the materials at their cost , the above written bond shall be void and inoperative otherwise the same shall remain full force and virtue.

Witness :

- 1)
- 2)

ANNEXURE-IV

FORMAT No.
05/03/0085

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
43/46, GARDEN REACH ROAD
KOLKATA - 700024

GUIDELINERS FOR BANK GUARANTEE

1. Non – judicial Stamp papers – N.J.S. paper of Rs. 50/- (Rupees fifty only) is to be obtained in the name of the banker for execution of the Bank Guarantee . If a single stamp paper of Rs. 50/- is not available , stamp papers of multiple denomination may be used but the serial nos. of purchase of such stamp papers be of consecutive nos. and purchased on the same day . Such stamp paper should not be older than one year or the date of Purchase Order/ Contract which - ever is applicable . Stamp papers obtained in the name of the suppliers will not be accepted.
2. Address of the Supplier / Contractor and the executing bank should be incorporated in full in the Bank Guarantee .
3. Bank Guarantee should be executed by scheduled banks preferably by nationalised banks and should be sent in banker’s sealed envelope directly to General Manager (Finance), Corporate Finance, M/S. GARDEN REACH SHIPBUILDERS & ENGINEERS LTD., 43/46, GARDEN REACH ROAD, KOLKATA –700024, describing the word “BANK GUARANTEE”.
4. No confirmation of B.G. is required to be obtained from issuing bank if the B.G. executed by scheduled / nationalised bank is received in banker’s sealed envelope.
5. Banker’s confirmation is required in case of Bank Guarantee executed by non- scheduled banks/Co-operative banks, regional private banks, etc. and for these guarantees which were not received in the terms of (3) above .
6. The Bank Guarantee should be strictly in conformity with the terms & conditions of the order and in GRSE ‘s standard format prescribed against each of the above cases .
7. Expiry date should be in accordance with requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors /deletions /inclusions/ riders etc. , requires to be authenticated by Banker’s Signatory with official seal .
9. Issuing bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE’s formal letter for same . Confirmation letter should contain GRSE’s letter reference requested for and must be in bank’s sealed cover addressed to GRSE .
10. An advance Xerox copy of Bank Guarantee be submitted directly to NCMPD.

ANNEXURE-V

FORMAT No. QS/03/0019

FORMAT OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

This Deed of Guarantee made thisday of

.....

Between(hereinafter called “The Bank ”) which expression shall mean unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the one Part and Garden Reach Shipbuilders and Engineers Limited, having their Head Office at 43/46, Garden Reach Road, Calcutta – 700024 (hereinafter called “The Buyers”) which expression all mean unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the other part.

Whereas Messrs..... having its registered office at (hereinafter called “The Seller”) have accepted an Order No. for supply of from the Buyer to manufactured and deliver the same to Buyer in good condition.

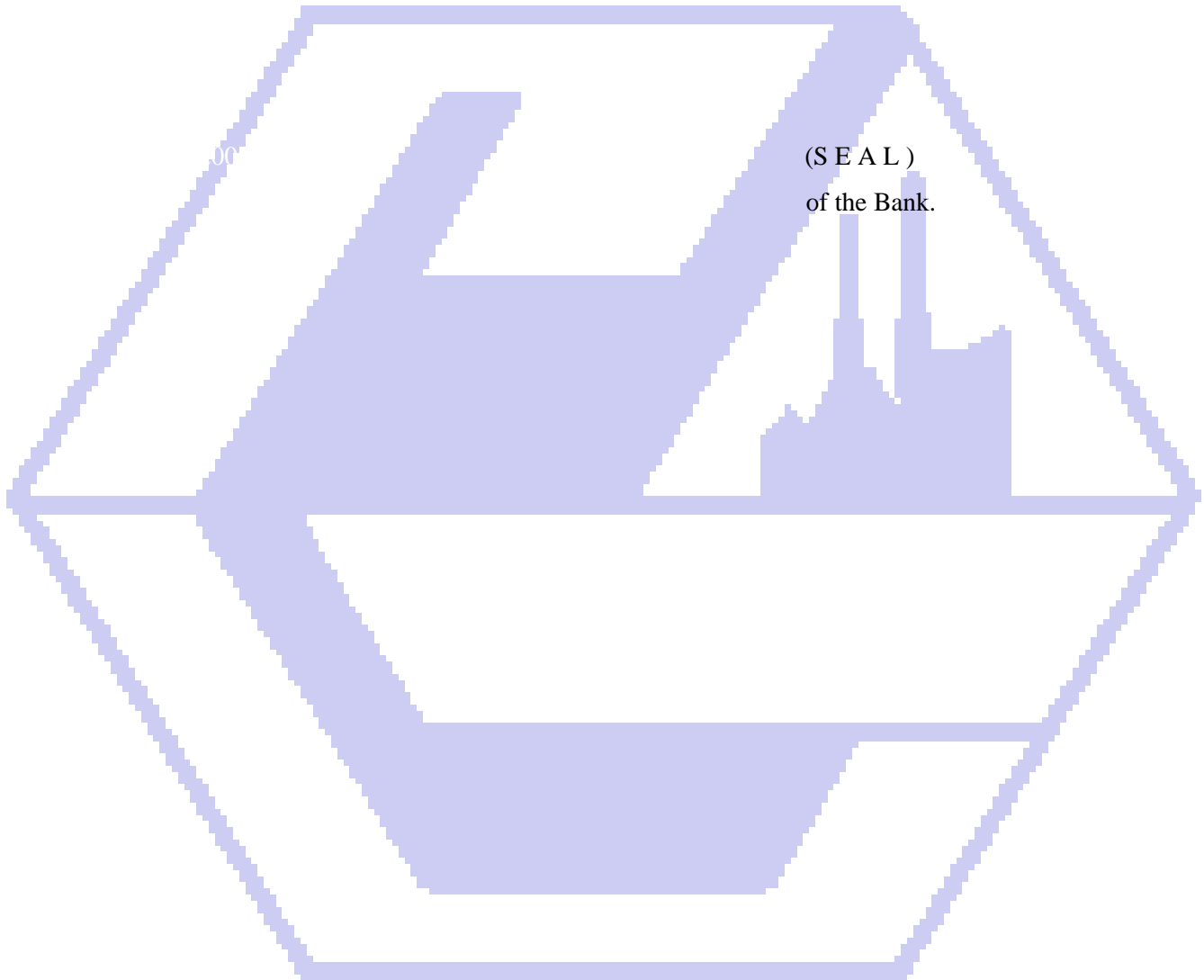
And Whereas it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising % of the value of the order amounting to Rs. (Rupees) performance of the equipments supplied against the said order at least for a period of from the date of supply i.e. from AND WHEREAS the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENRURE witness that is consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from the date of such demand sum of sums not exceeding in the whole of Rs. (Rupees.....) only as may become payable to the Buyer by the seller by virtue of or arising out of the terms and conditions of the said order. Provided it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the seller’s business and the liability of the Bank under this presents shall not be impaired in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Sellers and/or by reasons of failure on the part of he Buyer to observe of perform any of the stipulated contained in the said order and to be observe or performed by the Seller whether any of the above takes place with or without the knowledge the Bank and that the Guarantee herein contained shall remain in full force and virtue only. All claims and demands of the Buyer arising out of or in

connection with the said order have been fully paid and satisfied provided always and it is hereby agreed between the parties that a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till and is limited to sum of Rs. (Rupees) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs.(Rupees.....)only.

Our Guarantee shall remain in force upto and unless a claim or demand in writing is made non the Bank shall be released and discharged from all liabilities thereunder.



ANNEXURE-VI

FORMAT FOR CONTRACT PERFORMANCE BANK GUARANTEE

To
Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Kolkata – 700 024.

Dear Sirs,

In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the “Buyer” which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to(Name of the seller) with its Registered/Head Office at(hereinafter referred to as the “Seller” which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No..... dated..... and the same having been unequivocally accepted by the seller resulting in to a Contract between the buyer and the seller for supply of..... more fully described in the said Purchase order and the seller having agreed to provide a Performance Guarantee for faithful performance of all terms and conditions of the said Purchase Order for a sum equivalent to% (.....percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

We.....(Name of the Bank and its branch) having its Head Office at(hereinafter referred to as the “Bank” which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)do hereby guarantee and undertake to pay to the buyer merely on demand any or all monies payable by the seller to the extent of Rs.....(amount in figures) (Rupees.....only) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/ or without any reference to the seller. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference between the buyer and the seller or any difference or dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee.

The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the seller. The buyer shall also have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, expressly contained or implied, in the contract between the buyer and the seller or any other course or remedy or security available to the buyer.

The Bank shall not be released or discharged of its obligations under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the buyer may have in relation to the seller’s liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupeesonly) and it shall remain in force up to and includingand shall be extended from time to time for such period, as may be desired by(name of the seller) on whose behalf this guarantee has been given.

Dated this day of 200 at

WITNESS
Signature, Name and Office
Address

Signature of Bank’s Authorised
Signatories with Code No.,Name
Designation and Bank Stamp

ANNEXURE-VII

ECS FORMAT

VENDOR'S NAME :

ADDRESS :

VENDOR'S REGN. CODE NO. WITH GRSE :

DESIGNATED BANK ACCOUNT NAME :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :
SAVINGS CURRENT OTHERS *
* give details.

NAME OF BANK :

BANK BRANCH ADDRESS :

BANK CODE NO. :

MICR NO. (9 DIGITS) FOR PAYMENT :

DATE OF EFFECT :

**NOTE : (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PER
FORMAT APPENDED BELOW**

(B) ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Authorized signatory of the vendor

Date :

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP: (.....)

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

Date :

*****THE END*****



Garden Reach Shipbuilders & Engineers Limited

REGD. OFFICE: - 43/46, Garden Reach Road

KOLKATA - 700 024

(Govt. of India Undertaking – Under Ministry of Defense)

Ph: 2469-8127(D) / 2469 8100 to 8113 Fax :: +91 33 2489 3591/2469 8150

E-Mail No: matlgrse@cal3.vsnl.net.in

SPECIAL TERMS & CONDITIONS OF THE E-TENDER NO. NCM/3017-18/NE-131/ET-53

1. Offers shall remain valid and open for acceptance for 120 days from the due date of opening.

2. **Specification:**

The scope of supply will be as per Drawing No. 3017-20/204201, R3- sheet 1 of 25, 2 of 25, 3 of 25, 8 of 25, 10 of 25 The present requirement is for GRSE Yard No.3017-18, i.e., for 2 ships.

3. **Terms of Price:**

a. Quoted Price shall be firm and fixed till full execution of order and shall be on **F.O.R. GRSE Stores at Kolkata basis**. Price quoted should be in INR and inclusive of all charges for proper packing. **Freight charges will be borne by the supplier.**

b. **Transportation & Way Bill:** Materials are to be dispatched by road. Ink-signed invoice and copy of consignment note are to be submitted through courier immediately within 3 days after dispatch for arranging "Way-Bill" without delay. Invoice must incorporate value of goods, amount of sales tax separately as well as both CST and State Sales Tax Registration Nos. consignment note must incorporate relevant Invoice no./date.

4. **Taxes:** West Bengal VAT/CST payable extra by GRSE should be clearly indicated in the offer.

5. **EXCISE DUTY:** The equipment and all items to be supplied are meant for constructions of Indian Navy Ships are exempted from payment of Excise Duty. Excise duty Exemption Certificate from the competent authority of Indian Navy will be provided by GRSE.

6. **Guarantee:** - The materials shall be guaranteed/warranted for satisfactory performance for a period of 18 months from the date of commissioning of the vessel or 48 months from the date of receipt at GRSE, whichever is earlier, against improper design, defective materials and faulty workmanship. The successful bidder has to submit a certificate to this effect at the time of delivery and claiming payment. If during the guarantee/warranty period any equipment or component thereof supplied by the vendor/sub-contractor suffers due to defective material, improper design and/or faulty workmanship, the vendor/sub-contractor shall be responsible to arrange for rectification of such defective equipment and/or components thereof. And all expenses involved towards rectification/repair/replacement either at the vendor's premises or otherwise shall be to the OEM's account. There shall be no financial impact on GRSE.

7. **L.D. Clause:-** In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof on the undelivered material/work subject to a maximum of 5% of the order value of the delayed part.
8. **Risk Purchase/ Cancellation of Order:** - In case of unsatisfactory progress of supply at any point of time after placement of order GRSE reserve the right to cancel the order without assigning any reason and to procure the ordered material from any alternative source at your complete risk and cost.

GRSE also reserves the right to cancel the order forthwith without any financial implications on either side if upon lapse of 50% of the scheduled delivery time the progress of manufacture is not up to the satisfaction of GRSE/Owner and the failure on the part of the sub-contractor/supplier/vendor to conform to the delivery schedule is inevitable.

9. **Payment Terms:-**

- a) 90% will be paid within 30 days & submission of bill through ECS/EFT, supported with ink signed invoice duly accompanied with inspection certificate and guarantee certificate together with receipted CHALLAN duly stamped by GRSE.
- b) Balance 10% payment will be made after expiry of guarantee period on submission of bill through ECS supported with clear receipt inspection certificate and guarantee certificate or performance Bank Guarantee for equal amount as per GRSE format & guidelines, which shall remain valid till the expiry of the guarantee period.

Note:

- i. All bills/invoice for payments are to be submitted with all relevant documents to Manager (SLP) under intimation to us at NCM
- ii. For balance payment copy of clear ICGRN [Inspection cum Goods Receipt Note of GRSE] shall accompany your invoice and be sent to Manager (F-SLP) for release of payment.

Note:

- a. Payments will be made through ECS
- b. Bills must be submitted as per the relevant points of the enclosed check list. A transaction fee of Rs.500/- in case of first return where the bills are submitted with faulty/incomplete enclosures and a transaction fee of Rs.1000/- shall be charged for each subsequent return due to inappropriate documents.

10. **Force Majeure Clause:** *Standard Force Majeure Clause as per format approved by the Ministry of Law will be applicable. 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. Power failure will not be treated as a force majeure condition.*

11. **Delivery:** Items are required to be delivered as per following schedule:-

[Schedule of Delivery](#)

Sl. No	Yard No.	Delivery Date
01	3017	31.10.2010
02	3018	31.01.2011

Note: GRSE reserve the right not to consider offer if GRSE delivery schedule for Yard No 3017 is not confirmed by firm in offer.

12. Quality Assurance and Inspection:

(A) Inspection: Third Party Agency (IRS/ABS) as per approved QAP, to be submitted to GRSE QA Department within 4 weeks on placement of order.

(B) Receipt inspection will be done by GRSE (RIC) / WOT (K).

(C) Items are to be manufactured as per material, dimension etc indicated in SOTR: 3017-20/204201, Rev-3, meeting the test pressure indicated in sort. item to be supplied duly fitted with cadmium free silver brazing alloy ring.

(D) MATERIAL: ALUMINIUM BRASS 76/22/2.

(E) Dimensional sketch: refer to sheet 3, 8 & 10 of 25 union coupling, reducer and equal piece.

13. **Inspection Charges:** Third Party Inspection charges will be paid by GRSE as per rate contract between GRSE and Third party.

14. **Acceptance Format.** This will be downloaded from the RFQ and after due completion the same will be attached to the e-quotation by the vendor to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the RFQ (e-tender).

15. **Special Notes :** (i) 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.

(ii) Please forward your confirmation on all commercial points for acceptance of your offer in tender sheet.

(iii) In case your offer is not submitted in two separate given data sheet, the same is liable to be rejected.

16. **Part Order:** Itemwise part order of any quantity to acceptable to the firm in case of non-acceptance of the same, GRSE reserve the right not to consider your offer.

17. Other terms & Conditions, unless otherwise specified, will be as per the General Terms & Conditions of Supply (STACS) attached.

*****End of Document *****