

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Limited.



Tender Document
on Green Passport - Class Inspection & Certification of on-
board Inventory of Hazardous Material for TSH Dredger
(Yd 2121) for Bangladesh Export.)

रक्षा मंत्रालय, भारत सरकार का उपक्रम / (A Govt. of India Undertaking, Ministry of Defence)
GRSE Bhavan, 61 गार्डन रीच रोड, कोलकाता-700024 / 61, Garden Reach Road, Kolkata - 700 024
Home Page : www.grse.in ; CIN: L35111WB1934GOI007891

गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड

Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking Under Ministry of Defence / भारत सरकार का उपक्रम रक्षा मंत्रालय)
43/46 गार्डेन रीच रोड, कोलकाता - 700 024 / 43/46 Garden Reach Road Kolkata - 700 024
CIN No: L35111WB1934GOI007891

Notice Inviting Tender (NIT)

A.1 M/s Garden Reach Shipbuilders & Engineers Limited, a SEBI listed registered company under administrative control of Department of Defence production, Ministry of Defence, Govt of India invites offers from prospective bidders for entering into a contract for the supply of **merchandise and or services** related to direct and indirect affairs of the company as expressed in the subsequent articles.

A.2 The Buyer: M/s Garden Reach Shipbuilders & Engineers Limited, a company registered under Indian Company's act 1956 at Register of Company Kolkata, India with Registered office at **GRSE Bhavan (Reg Office)**, 61, Garden Reach Road, Metiabruz, Kolkata -700 024, (WB) India represented through authorise officer of the company shall assume all the rights and obligation of buyer for the intended contract finalised through this tendering process.

A.3 The Seller: The Bidder wins the contract on fulfilling all the conditions of tender shall assume all rights and obligation of seller for the intended contract finalised through this tendering process.

A.4 The Merchandise: The merchandise comprising goods and or services as illustrated in subsequent articles shall be delivered and or performed by the seller in exchange of considerations as agreed in the intended contract, finalised through this tendering process.

A.5 The Considerations: The Buyer is obligated to remit considerations to the seller against delivery of merchandize as agreed in the intended contract finalised through this tendering process.

B. Conditions of Tender:

B.1 Objective of Tender: A contract will be finalized through this tendering process on the basis of offers received from the bidders / bidder against the requirement of buyer expressed in the NIT.

B.2. Pre-qualification Criteria: Not Applicable as bids are invited on nomination basis.

~~B2(a) **Work Experience (Supply):** Bidder shall be an Original Equipment Manufacturer (OEM) or authorised agent of an OEM of the Merchandise / instrument / equipment / machinery / Main Equipment. The OEM shall have adequate manufacturing capacity to make the product meeting the delivery deadline.~~

~~**B.2(b) Eligible Criteria:** The bidder shall have experience in manufacturing / supplying / refurbishing similar type of software controlled hydraulically powered heavy transporter vehicles of minimum 80T capacity within the span of last 10 years as on 30 Sep 2025.~~

~~**B.2(c) Evidence / Documents on eligibility:** Bidders shall submit documents evidencing experience in manufacturing / supplying / refurbishing similar type of software controlled hydraulically powered heavy transporter vehicles of minimum 80T capacity within the span of last 10 years as on 30 Sep 2025.~~

~~B2(c-i) Bidder shall submit relevant credential substantiating their eligibility including a work completion certificate from a reputed customer / client who shall be a SEBI listed entity in India or a private limited company with annual turnover more than **INR Eight Crore**. In case of international business, Bill of Entry / Shipping bill along with PO, Invoice, Pkg List, Bill of Lading, Air Waybill (AWB) will qualify as credential.~~

B2(c-ii) In case Bidder is quoting on behalf of OEM they shall possess valid authorization certificate from OEM for Supply Goods & Services and a copy of such Authorization shall be submitted with their bid.

B2(d) In case the bid is submitted by an Indian agent on behalf of foreign principal, the authorisation certificate in original shall be submitted to the tendering authority within 7 days from last closing date for submission of bid otherwise respective bid shall liable for rejection.

B2(e) Work Experience (Service): Not applicable to this procurement (As contract is finalized on nomination basis).

B.3 Financial Solvency: Bidder shall submit evidence in support of financial solvency as listed in subsequent articles which however not applicable for tenders on SVN basis.

B.3(i) Bidders shall submit the constitution and status of the firm. - **Not applicable for present Tender.**

B.3 (ii) Bidders shall submit **Copy of Audited Balance Sheet and Audited Profit & Loss Account of last three financial years (FY 2021-22, 2022-23 and 2023-24) and Solvency Certificate from Banker.** [**This is not applicable for GRSE's registered Firms; firms registered with GRSE shall indicate their vendor code in their offer**]

B.3 (iii) Bidders shall submit PAN together with copies of trade license, Xerox copy of GST registration. [**This is not applicable for GRSE's registered Firms; firms registered with GRSE shall indicate their vendor code in their offer**]

B.3 (iv) Bidders shall submit Name, address, telephone & Fax No. of the bankers and the contact person of the firm. [**This is not applicable for GRSE's registered Firms; firms registered with GRSE shall indicate their vendor code in their offer**]

B.4 Purchase Preference: The purchase / procurement of goods and services shall preferably be made directly from the Original Equipment Manufacturer (OEMs). **Not applicable for present Tender as service procurement case.**

B.5 Document Price: Nil

B.6 Tender Fees: Nil

B.7 Bid Security: Bidder shall **submit** EMD securitizing their commitment stated in the Bid / Offer. EMD will be refunded without any interest on fulfilment of obligations of Bidder.

B.7(i) Earnest Money Deposit (EMD): **Not applicable for nominated tender.**

~~Bidder shall **submit** EMD for this tender amounting **INR.10, 00,000.00/- (Rupees Ten Lakh only)**. Vendor shall submit EMD in from of bank D.D. / Bank Guarantee (BG) in favour of *Garden Reach Shipbuilders & Engineers Limited* payable at Kolkata.~~

~~**B.7 (ii) Submission of EMD / EMBG:** The bidder shall send the EMD in demand draft / EMBG to GRSE 61 Park Purchase Department addressed to:~~

~~**Sr. Manager (Import-Export),
Samriddhi Bhavan, (2nd Floor South Block), Office of the Commercial Dept., 61 Park Unit,
Garden Reach Road, GRSE 61 Park Unit Kolkata – 700024.**~~

~~B.7(iii) Photocopy / scan copy of the envelope wherein EMD is submitted, and the EMD demand draft / EMD BG shall be attached / uploaded with techno-commercial offer.~~

~~B.7 (iv) Offer without EMD will be rejected unless otherwise exempted.~~

~~**B.7 (v) Earnest Money Bank Guarantee (EMBG):** Bidders intended to deposit EMBG shall prepare such Document in the prescribed format of GRSE.~~

~~**B.7 (vi) Exemption in EMD:** Exemption in submission of EMD is applicable to the eligible bidders as per relevant provisions of Government of India for MSE units / SSI units etc. Bidders shall note such statutory provisions with latest notifications to claim exemption and shall submit such Government Order / Circular / Notification to claim exemption.~~

B.8 Offer Validity: The offer (i.e. The quoted price) shall be valid for **60 days** from the date of opening of **Price Bid**.

B.8 (a) Extension of Offer Validity: Bidder may require to extend bid validity up to another 90 days in case offer validity expired / expiring before finalization of contract.

B.8 (b) Component of Price: Freight & Insurance shall be included in the quoted price as per terms of contract (i.e. INCO terms) agreed between the Buyer and seller considering the delivery point as defined in the tender.

B.9 Prebid Meeting / Discussion / Conference: Prebid Meeting / Discussion / Conference shall be held on third day from publication of NIT on demand from the potential participants.

B.10 Bidding of foreign principal or the Indian agent of the foreign principal: Either of the foreign principal or the Indian agent of the foreign principal shall only be allowed to participate the bidding process. Both of them shall not be allowed to compete against each other in the bidding process.

B.11 Prohibition / restrictions on procurement from a bidder of a country which shares a land border with India: Any **Bidder / Sub-contractor / service provider / consortium or collaborative partner** from a country which shares a land border with India will be eligible to participate in this tender / bidding process only if they are registered with the competent Indian authority. The Competent Indian Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT).

B.11(a) Submission of Declaration on prohibition on procurement from a country which shares a land border with India: All the Bidder shall submit an applicable Declaration on above as detailed in annexure for prohibition on procurement from a country which shares a land border with India. (**Annexure - XX**) (~~Refer clause 26 of Annexure I AND Annexure XIII~~)

B.12 Bid Preparation & Submission: The tender documents comprising NIT, Terms & Conditions, SOTR and relevant Data Sheets, and Annexures etc. forming part of the tender document are available at buyer's website (<https://eprocuregrse.co.in>) for NiC tenders and Government E-marketplace website (<https://gem.gov.in>) in case of GeM tenders for download. Bidder shall download the tender documents from the respective website / e-portal, fill-up required information and upload the same, using their Digital Signature Certificate (DSC). Bidders shall submit bids in the prescribed template before the due date & time in the respective website / portal. All pages of the bids, supporting documents etc. shall be signed by authorized signatory in each page and company seal should be affixed on each page.

B.12 (a) Applicable Digital Signature Certificate (DSC) for Bidding: Bidders shall obtain Digital Signature Certificate (DSC) from concerned department / authorised agency of Indian Government to participate the tender. Foreign bidder may obtain DSC from respective Indian Authority through their Indian representative as available. Foreign bidder may contact Indian Embassy in their country for necessary assistance in acquiring DSC.

B.12 (b) Special note on preparation of Price Bid for the merchandise comprises both Indigenous and Foreign content in a collaborative / Consortium Bidding with foreign entities: Bidder shall take a note that Price bid template contains two lines / columns for each item to quote price for imported part (to be manufactured outside India) of item and indigenous part (to be manufactured in India) of item at respective fields. The bidder may quote price in foreign currency for imported part and in INR for indigenous parts (that will be manufactured / served in India). (refer clause 27 of Annexure-I),

B.13 Bid Type: Two-part Bid: Bid shall be submitted in **Two parts** (i.e. separate Techno-Commercial bid & Price bid) in **Electronic / Digital mode** through Buyer's website (<https://eprocuregrse.co.in>) or Government e-marketplace website (<https://gem.gov.in>) as applicable.

B.13 Part I Bid (Techno-Commercial bid): Bidder shall mention technical and commercial aspects of their offer in this part of their bid. The price must not be mentioned in this part.

B.13 (a) The bidder shall incorporate following documents forming part of Part-I Bid:

B.13 (a-i) The bidder shall submit Authority / Power of Attorney to sign the bid as per Annexure-XV.

B.13 (a-ii) Declaration regarding sharing of Land Border

B.13 (a-iii) Certificate regarding Minimum Indigenisation / Local Content to be achieved by Bidder: The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. Please mention local content in percentage in letterhead document.

B.13 (a-iv) Acceptance Matrix of Terms & Conditions (T&C) [Annexure- XXII] Bidders shall select their Acceptance or Non-Acceptance of each para of clause from Drop Down list. In case of Non-Acceptance, the bidder shall give details of deviation along with justification / explanation in deviation column of respective worksheet of excel file.]

B.13 (a-v) The Signed and Stamped Integrity Pacts (As applicable, in case value of contract is **more than INR 2 crore**) as per Annexure-XI.

B.13 (a-vi) Blank rate sheet indicating quoted / not quoted against each line item, HSN Code, tax percentage, type of GST and FE content percentage details (as per the format Annexure XVIII).

B.13 (a-vii) Commercial Offer as per Annexure-III & IV.

B.13 (a-viii) Technical offer as per Annexure- XVII

B.13 (a-ix) TSP / SOTR Compliance Matrix (as per Annexure-XXII) / Deviation form (i.e. Clause wise acceptance / deviations to the clauses of the TSP / SOTR) duly signed by the authorized signatory.

B.13 (a-x) Confirmation of having read and understood the instructions to the bidder.

B.13 (a-xi) List of OBS: ~~On Board spares (OBS) list for each ship set in excel format (ILMS Format) for (01) one year as well as for (02) two years exploitation period as per TSP (if applicable). Refer Annexure-XX.~~ **Not Applicable for service**

B.13 (a-xii) Undertaking for product support as per TSP. **Not Applicable for service**

B.13 (a-xiii) If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) and PAN Card should be submitted with Part I offer. For Foreign Bidders, the documents shall additionally be verified and signed by Embassy of India in Exporting Country.

B.13 (a-xiv) Bank details for payment by RTGS / NEFT in the ECS format (Annexure-XII) enclosed. **Not Applicable for registered vendor / supplier / service provider / bidder**

B.13 (a-xv) Bidder shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of projects executed by them. In case any such adverse report / remarks exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

B.13 (a-ix) Bid Validity Date shall be mentioned in the Part-I of bid.

B.13 (a-xvi) Port of shipment (applicable for foreign bidder) shall be mentioned in the Part-I of bid – **Not Applicable for service activity.**

B.13 (xvii) Bidder contact details (name of person, designation, phone number, email id, mobile number, detail address) shall be mentioned in the Part-I of bid.

B.13 (a-xviii) The bidder shall submit tentative list of Imported Items and Indigenously manufactured (in India) items / service along with their percentage of total basic price of materials in their Part-I bid. **No price shall contain in this list.**
(Note: In case of any doubt in understanding, Bidder must get it clarified from Tenderer)

B.13 (xix) An undertaking in their letter head in favour of GRSE that in the event of any breach of Secrecy clause of STACs (~~clause no. IN-111 of Indigenous STACs or clause PE-111 of Import STACs~~), they would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

~~B.13 (xx) Bidder must mention whether Registered Dealer, Un Registered dealer or Composition dealer [Refer Taxes & Duties (GST) clause of Special Terms and Conditions]. **Not Applicable for service activity**~~

~~B.13 (xxi) Whenever supply of equipment, spares are made in lots / consignments, the number lots / consignments and delivery schedule are to be mentioned in Part I bids. Refer “Billing and Despatch schedule” clause and “Contractual Delivery Date” clause of special terms and conditions. **Not Applicable for service activity**~~

~~B.13 (xxii) Services of Engineer’s cost break in percentage for each of the activity as per TSP, if any, is to be indicated in Part I bid. Please note that prices are not to be mentioned in Part I bid. Refer clause 7(c) [Technical Assistance / Service Engineer]. **Not Applicable.** [Note: In case of any doubt in understanding, Bidder must get it clarified from Tenderer]~~

~~B.13 (xxiii) List of Shelf Life Items with their shelf life period **Not Applicable for service activity**~~

~~B.13 (xxiv) Declaration that Bidder have complied with “Anti-profiteering clause’ under GST Law. **Not Applicable**~~

~~B.13 (xxv) Bidder to indicate the De-preservation and Re-Preservation schedule and time gap between two consecutive preservation period in Part I bid. Refer clause no. 17 (regarding De-Preservation and Re-Preservation) of Special Commercial Terms and Conditions (Annexure VI) of NIT. **Not Applicable for service activity**~~

~~B.13 (xxvi) OEM Certificate as per Special Note of Special Commercial Terms and Conditions. **Not Applicable for service activity**~~

~~B.13 (xxvii) Notice period for postponement of delivery of equipment after Contractual Delivery Date. Refer clause no. 3(f) of Special Commercial Terms and Conditions (Annexure VI) of NIT. **Not Applicable.**~~

~~B.13 (xxviii) **Base & Depot(B&D) Spares: Not Applicable for service activity.** Base & Depot (B&D) spares list for each ship set in excel format (ILMS Format) for (05) five years as per TSP (if applicable). Refer Annexure XX.~~

~~B.13 (xxix) Information as per “Packing Instruction” clause of Special Commercial Terms and Conditions (Annexure VI) **Not Applicable for service activity.**~~

~~B.13 (xxx) All other Documents / information sought elsewhere in SOTR and Commercial Terms & Conditions.~~

Note: Compliance to particular para / serial in the compliance shall imply compliance to all section and sub sections under that para / serial.

B.14 Part-II Bid (Price bid / Item Rate BOQ):

B.14 (i) Price bid / Item Rate BOQ (containing only price). Price Bid / Item Rate BOQ opening shall be intimated to bidders whose techno commercial offers are accepted by GRSE. Price Bid needs to be filled up in the given price bid / Item Rate BOQ format only. Refer Annexure-V (BOQ). Bidder must quote following in Part-II bid:

B.14 (ii) Price against all individual line items of ‘Price Bid/ Item Rate BOQ’. Price quotation currency for Indian Vendor shall be INR only. Please also note that Indian Supplier/Bidder shall

quote Basic Price of material / goods (price excluding Taxes and Duties) on “FOR KOLKATA GRSE” basis in “BOQ” template. Indian Bidder shall indicate Taxes and Duties in Part-I bid only. Price for Services for the purpose of Installation, STW, HAT, FMT, SAT, Commissioning, Training etc are to be quoted on Lump sum basis in template of “Item Rate BOQ” or Part-II bid. Please also refer Taxes & Duties clause of Special Commercial Terms and Conditions of this NIT. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding, local conveyance, food & incidentals, communication system, medical, insurance, personal Indian Income tax, all incidental charges etc. for each activity as per TSP.

~~B.14 (iii) Warranty extension charges for 2 years from original date of expiry of Main equipment and OBS for 1 Year on per annum basis.~~

B.14 (iv) The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE. Placement of PO for Warranty Extension is exclusively rights of Buyer, not obligation of Buyer).

B.15 Disclaimer to Acceptance of tender:

B.15 (a) It is NOT the binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right NOT to accept any of the tender or part of a tender without assigning any reason whatsoever.

B.15 (b) Splitting of tender Qty: Not Applicable.

B.16 L1 determination: L-1 determination will be totality-wise for the Procurement of merchandise as explained in SOTR.

B.17 Conditional Offer: No conditional offer and hard copy of offer will be accepted.

B.18 Award of Contract: Contract will be awarded to the lowest L1 bidder who have qualified techno-commercially.

B.19 Integrity Pact (IP) (Applicable to value above INR 2 Crore): The bidder shall enter in to an agreement with the buyer committing not to exercise any corrupt influence or practices on any aspects of the contract. The ‘Integrity pact’ shall dully be filled in prescribed format and shall be submitted along with the offer. The IP document shall be prepared in Non-Judicial Stamp Paper, ink signed (by the authorised signatory of the bidder) with company seal / stamp in every page and notarized by Public Notary.

B.20 Independent External Monitors (IEM): Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

Name	Role	Email
Shri Lov Verma, IAS (Retd.)	Independent External Monitor	lov_56@yahoo.com
Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL	Independent External Monitor	debashis9999@gmail.com

B.20 (a) In case of any change in IEMs, it will be informed to bidders accordingly. Bidder may visit GRSE website for updated information on IEMs.

Conditions of Contract

D. Conditions of Contract:

D.1 Scope of Work: The merchandise including associated services shall be delivered as per specifications given in the Statement of Technical Requirement (SOTR)/ Statement of Requirement (SOR).

D.2 Technical Specification & Scope of Supply: As indicated in the technical specification ref. SOTR document. **Statement of Technical Requirement (SOTR)/ Statement of Requirement (SOR):** SOTR / SOR is enclosed herewith.

D.3 Deliverables: The deliverables include physical equipment / machinery / instruments / System / services including associated services such as inspection, testing, installation & commissioning as applicable.

D.4 Main Equipment / System: ~~Main Equipment / System Shall be delivered to the buyer as per conditions of contract.~~ **Not Applicable**

D.5 Documentation / Binding Data: ~~In addition to Main equipment / machinery / instruments / System, associated technical manual, drawing, Block diagram explaining the system of operation shall be handed over for safe use of the merchandise.~~ **Not Applicable**

D.6 On Board Spares (OBS): ~~As explained in the SOTR / SOR.~~ **Not Applicable**

D.7 Base & Depot Spares (B&D Spares): **Not Applicable**

D.8 Technical assistance - Deployment of Service Engineers (Service): CST, HAT, SAT – not applicable. However, supplier shall provide technical assistance for installation and commissioning of the machine / equipment / Instrument as stated in SOTR / SOR.

D.9 Training (Service): ~~Supplier shall provide 4 days training for operation to Buyers nominated operators and shall provide 6 days training to maintenance technicians as nominated by the buyer as per requirement stated in the SOTR / SOR.~~ **Not Applicable**

D.10 Preservation: ~~As explained in the SOTR / SOR.~~ **Not Applicable**

D.11 Inspection & Testing: As explained in the SOTR / SOR.

D.12 Delivery: Items shall be delivered as per terms & conditions stated in the contract.

D12 (a) Delivery Schedule: All merchandise comprising ~~material and services shall be supplied, within 30 days from the date of issuance of PO / GeM Contract. On arrival of complete machinery / equipment at Buyer's warehouse, installation and commissioning of the item shall be completed within 60 days from the date of issuance of PO / GeM Contract.~~

D12(b) Delivery time: Ordered Materials 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. **Seller / supplier shall send delivery intimation 2 working days before the actual date of delivery to GRSE for seamless unloading operation.**

D12 (c) Delivery Point: Items shall be delivered at GRSE Warehouse in Main Unit of Garden Reach Shipbuilder & Engineers Ltd. **43/47 Garden Reach Road, Metiabruz, Kolkata – 700024, West Bengal.** Services shall be performed at any unit of GRSE mostly in and around Kolkata, West Bengal as services will be required where the ships will be constructed.

D13 Restriction on Part Delivery: Merchandise shall be delivered in full quantity, part delivery is not permitted. Payment against delivery will be remitted only after complete machine / equipment is delivered, install and commissioned.

D14 Inco Terms: Not Applicable. ~~Free on Road (FOR) GRSE. Items shall be delivered at GRSE warehouse at GRSE Main Unit, 43/46 Garden Reach Road, Metiabruz, Kolkata 700 024 at supplier's cost and risk.~~

D15 Insurance: Seller / Supplier shall arrange transit insurance up to GRSE warehouse to cover risk.

D.16 Packing & Forwarding: Not Applicable. ~~Packing & Forwarding expense will not be paid separately. Supplier / seller shall include packing, forwarding, transit insurance, loading / unloading, transportation charges and all the associated expense to deliver the merchandise at GRSE warehouse in the basic price of the equipment / Machine.~~

D.17 Pricing Policy: Supplier shall include all the expense including but not limited to transportation, Packing, forwarding, Installation & commissioning to supply the merchandise at GRSE warehouse in the basic price for the merchandise

D.18 Currency of Contract: Indian Rupees

D.19. Payment Terms: On completion sellers' obligation under the contract full payment will be remitted through ECS / NEFT mode within 30 days from submission of commercial Invoice along with (i) Gate Stamped Receipted Challan, (ii) GRN, (iii) Acceptance certificate of user Dept, and (iv) Performance Guarantee / PBG.

D.19(a) Performance Bank Guarantee (PBG): PBG shall be submitted for a value amounting 5% of Basic Price of Main Equipment / Machine / Merchandise and it shall be valid for 90 days post completion of mutually agreed guaranteed period.

D.19(b) Retain amount & release: In absence of PBG, 90% of Invoice value shall be paid and balance 10% will be retained at GRSE without incurring any interest till expiry of guarantee period. On expiry of Guarantee period this 10% will be paid against a claim bill with user certification, confirming fulfilment of all the contractual obligation under the contract during guarantee period.

D.19(c) Mode of Payment: LC / TT / NEFT / ~~Cash~~: Payment shall be remitted in NEFT / RTGS mode only.

D.20 Tax & Duty: GST rate & HSN code: In compliance to Indian tax laws, GST at applicable rate shall be paid in addition to basic price for the merchandise. Supplier shall clearly indicate all the statutory duties / charges payable in addition to basic price for the merchandise in the **Part-I techno-commercial bid.**

D.21 Customs Duty: Not Applicable.

D.22 Billing Cycle / Frequency: Once

D.23 Defect Free Supply: ~~Material must be free from all types of defects. Items must be free from all types of defects i.e. internal flaw / lamination, rust, pitting, scales, bends, waviness, racks etc.~~ Service shall be performed in compliance with SOTR / SOR without any deviations.

D.24. Inspection: Receipt inspection at GRSE by authorized personnel.

D.25 Part Order: Part order /part supply for this tender is **not applicable**.

D.25 Certificates: Necessary Test Certificates as per SOTR.

D.26 Terms of Price:

D.26 (a) Quoted Price must be **F.O.R. GRSE warehouse** (including freight & insurance), Kolkata. Price quoted should include for proper packing to withstand heavy / Sea / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full. The rate quoted must be legible.

D.26 (b) L1 Price will be determined on the basis of Delivered Cost at GRSE.

D.26 (c) **Price validity:** Price shall be fixed and firm till full execution of order without any claim of escalation.

D.27 Guarantee / Warrantee Certificates: ~~Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of **minimum 12 Months from the date of supply/commissioning** and acceptance of material. A Guarantee Certificate for a period of at least 01 year to be submitted.~~ **Not Applicable.**

D28. Order Completion: Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

D.29 Individuality of Contract: This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

D.30 Performance Bank Guarantee (PBG): Materials / Equipment / Services to be supplied are guaranteed for free replacement / re pairs, against defective design, material, workmanship for a period of 12 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 07 days of reporting.

D.31 A Bank Guarantee covering 05% value of the contract shall be furnished before claim of payment, keeping the same valid for the three months beyond agreed 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 PBG is not submitted, 90% payment will be released & balance 10% shall be released on fulfilling all the contractual obligations after completion of Guarantee Period.

D.32 Security Deposit: Bidder shall submit 5% of the total order value as Security Deposit BG as per GRSE format (enclosed) within 15 days after receipt of PO from a Nationalized Bank in India. This BG shall be valid till tenure of contract and will be released immediately after execution of order in full. The BG will be encashed in case of failure to supply the material in time or if the progress of manufacturer is found unsatisfactory at any point of time within the contractual delivery date, without giving any prior notice.

D.32 (a) **Deduction against Non-submission of Security Deposit (SD):** Recovery of penal interest for delayed period of submission of SD beyond 15 days at the prevailing cash credit rate on the amount of SD / CPBG to be submitted by the firm / vendor or the equivalent amount shall be deducted by GRSE while payment settlement.

D.32 (b) **Release of Security deposit (SD):** Security deposit will release on fulfilment of entire contractual obligation including successful supply of complete merchandise and or performance of services ordered under the contract.

D.33. Procedure of Submission of Performance Bank Guarantee: Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.100/- 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 (Format available in GRSE website).** 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: **General Manager (Finance), Garden Reach Shipbuilders & Engineers Ltd., Sambridhi Bhavan, 61 Park Unit, 61 Garden Reach Road, Ramnagar, Kolkata - 700 024.**

D.34 Right to 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.

D.35 Fall Clause: The BIDDER undertakes that it has not supplied / is not supplying similar product / service / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the **Bidder** to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

D.36 Rejection: Rejection of materials and also the late delivery or poor performance of services 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 / supplier at Free of Cost **within 14 days** of Store's intimation.

D.37 Regulatory Compliance: Supplier / service provider shall be obligated to regulatory compliance for the merchandise / Machinery / Equipment as required in the SOTR.

D.38 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.

D.39 Cancellation of Order: GRSE reserves the right to cancel the tender / **order** in part / full at any point of time without assigning any reason thereof and with no financial implication.

D.40 Force Majeure Clause: 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.

D.41 Conflict / Dispute: Dispute Resolution through Arbitration in case initial dialogue / discussion fails.

D.42 Arbitration:

D.42 (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.

D.42 (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.

D.42 (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.

D.42 (iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

D.42 (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.

D.42 (vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

D.42 (vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

D.42 (viii) The language of the proceeding shall be in English.

D.43 L.D. Clause: In case of late delivery beyond the contractual delivery date, all orders are subject to LD @ ½ % per week or part thereof on undelivered portion of the order subject to a maximum of 10% of total value of the order for the delayed part.

D.44 Risk Purchase: If successful bidder failed to supply material or perform the services 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.

D.45 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.

D.46 Compliance with Laws: Vendor is warranted that all goods purchased against the enquiry shall conform to all applicable cities, 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.

D.47 Termination of Contract: Contract shall be terminable pre-maturely due to Breach, Default, or Insolvency. On fulfilment of contractual obligation on both part, contract shall be terminated.

D.47 (i) Defaults and Breach of Contract: In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

D.47 (ii) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

D.47 (iii) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

D.47 (iv) Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

D.48 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 tenderer has to give an undertaking in favour of G.R.S.E. that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in this respect.

Commercial Terms and Conditions.

(These Terms and Conditions are applicable to this particular Tender)

B.1 Scope of Supply: The purpose of this tender is to establish a service Contract for Class inspection of Ship design. Please Refer Annexure-II for details scope of contract. This tender is published seeking quote for the services as illustrated in the Price bid format.

B.2 Terms of Price / Delivery Terms:

B2(a) Quoted Price shall be firm and fixed till full execution of order.

B2(b) Price Escalation Prohibition: Price escalation is not allowed at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.

B2(c) The whole cost of complying with all provisions of this tender shall be included in the item provided in the priced "Price Bid or Item Rate BOQ". All cost required for completing the scope of work as per NIT shall be deemed to be distributed reasonably amongst the rate and price entered for related items in the price bid.

B.3 Payment Terms: Full (100%) payment will be made through Telegraphic Transfer (TT – for international remittance) or Electronic payment (i.e. Online banking / NEFT / RTGS - for domestic remittance within India) on fulfilment of all contractual obligation arise out of the contract. Payment will be made within 30 days from receipt of ink signed original invoice, Work Done Certificate duly signed by Competent Authority of GRSE along with a copy of GSTN and Permanent Account Number (i.e. PAN - for Domestic Payment with in India) or Tax residency certificate (TRC – for International remittance) of current financial year.

B.4 Taxes & Duties:

B4(i) All taxes, duties, levies etc. as applicable outside India will be borne by firm / vendor.

B4(ii) All taxes, duties, levies etc. applicable in India will be borne by GRSE.

B4(iii) **Submission of Tax residency certificate:** The foreign supplier shall submit Tax residency certificate to avoid any tax deduction in India.

B.5 Validity of Offer: The offer shall be valid for 180 days from final tender closing date for acceptance.

B.6 Bank Charges:

B6(i) All normal Bank Charges in India will be borne by GRSE and Bank charges outside India will be borne by the supplier.

B6(ii) All Bank Charges (both Seller's Bank and Buyer's Bank) are to be borne by seller due to discrepancy of documents.

B.7 Arbitration:

B7(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 under the laws of India.

B7(ii) The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC, shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.

B7(iii) Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC. iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

B7(iv) In the event of the death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e, IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.

B7(v) The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.

B7(vi) If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e. IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.

B7(vii) The cost of the Arbitration including the Arbitrator's, remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.

B7(viii) The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator.

B7(ix) The seat / venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.

B7(x) The language of the proceeding shall be in English.

B.8 Force Majeure Clause: Standard Force Majeure Clause as per format approved by the Ministry of Law (GIVEN BELOW) and STACS 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.

B8(i) Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

B8(ii) Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine restrictions beyond the control of either party.

B8(iii) It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party.

B8(iv) Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

B.9 Defaults, Breaches, Termination, Risk Purchase and closure of Contract

B9(i). Termination due to Breach, Default, and Insolvency

B9(i-a) Defaults and Breach of Contract: In case the service provider / supplier / vendor undergoes insolvency or receivership; neglects or defaults, or expresses inability or show disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it will be treated as a breach of Contract.

B9(i-b) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

B9(i-c) Termination for Insolvency: The contract will be terminated if the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

B9(i-d) Termination for Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

B9(i-e) Notice for Default: As soon as a breach of contract is noticed, a show-cause 'Notice of Default' will be issued to the service provider / Supplier / vendor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor will be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

B9(ii) Terminations for Default

B9(ii -a) Notice on Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Buyer if so decided, shall by written Notice of Termination for Default sent to the service provider / Supplier / vendor / contractor, terminate the contract in whole or in part, without compensation to the contractor.

B9 (ii- b) Such termination shall not prejudice or affect the rights and remedies, including under subclause below, which have accrued and / or shall accrue to the Buyer after that.

B9(ii-c) Unless otherwise instructed by the Buyer, the Service Provider / Supplier / Vendor / contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

B9 (iii) **Contractual Remedies for Breaches / Defaults or Termination for Default:** If there is an unsatisfactory resolution within the referred permitted time period, the Buyer will be free to take one or more of the following contractual remedies.

B9 (iii-a) Buyer shall temporary withhold payments due to the Service Provider / Supplier / Vendor / contractor till recoveries due to invocation of other contractual remedies are complete.

B9 (iii-b) The Buyer shall call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

B9 (iii-c) The Buyer shall recover liquidated damages and invoke denial clause for delays.

B9 (iii-d) The Buyer shall en-cash and / or Forfeit performance or other contractual securities.

B9 (iii-e) The Buyer may prefer claims against insurances, if any.

B9 (iii-f) The Buyer shall terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

B9 (iv) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

B9 (v) In case the Goods / services are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

B9(vi) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

B.10 Technical assistance / Service Engineer: Technical assistance is to be provided as per the scope mentioned in TSP / SOTR.

B.11 License, Permits & Certificates: The Contractor, if required for execution of Contract, shall obtain and maintain the necessary Export License from the competent authorities and shall pay at his cost any fee connected therewith.

B11(a) Export Licenses or similar license: Failure to obtain and maintain Export Licenses or other license, permits / certificates shall not be considered as Force Majeure. The bidders shall take in to account the period required for obtaining such license while indicating delivery / completion periods for the items /equipment and delays in supplies for non-availability of such licenses are to be accounted for by the bidders.

B11(b) In case, the Contractor fails to obtain or maintain the licenses, or if the licenses are withdrawn, he shall restore them within two months from date of such cancellation / withdrawal, failing which the Buyer shall have the right to cancel the Contract and the Contractor shall forthwith return to the Buyer all the amounts paid by the Buyer to the Contractor.

B11(d) SELLER shall procure / obtain, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and / or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

B.12 Order of Precedence: In the event of any ambiguity or conflict between Terms & Conditions stipulated in Special Commercial Terms and Conditions (SCTACs) and Terms & Conditions stipulated in Standard Terms and Conditions (STACs), Terms & Conditions stipulated in SCTACs shall prevail and supersede the terms & conditions of STACs. However, bidders are to highlight the same in TNC/CNC and the same are to be recorded in relevant Minutes of Meeting (MoM).

B.13 Interest Clause: No claim for interest shall be admissible to the Principal Contractor / Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Owner, owing to any dispute or otherwise.

B.14 Governing Jurisdiction and Compliance with Laws:

B14 (a) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under 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 and the parties agree to exclusively submit to such jurisdiction.

B14(b) This Agreement in all respects shall be governed by and construed in accordance with the Indian Laws.

B.15 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

B.16 Product Support.: Supplier of Equipment shall provide total product support to the Buyer and Buyer's Customer (Indian Navy) in the form of repair maintenance and spare parts for operation at stipulated reliability standards for a period of at least 25 years from the effective date of the contract (excluding electronic equipment for which the period would be 10 years). The SELLER shall provide a notice of 02 years to the BUYER in case the equipment/system/spares supplied by them is unlikely to be manufactured or supported by them so as to enable a Life Time Buy of all spares before closure of the said production line.

B.17 Recovery Adjustment Provision: During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor, the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with Buyer. Payment made under one order shall not be assigned or adjusted to any other order by Supplier, except to the extent agreed upon in writing by Buyer.

B.18 Waiver:

B18(a) Subject to Sub-Clause below, no relaxation, forbearance, delay or indulgence by either party (Buyer or Seller) in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

B18(b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

***** **END** *****