



"In pursuit of Excellence and Quality in Shipbuilding"

Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

(A Govt. of India Undertaking, Ministry of Defence)
An ISO 9001-2015 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 2446134/2401428/2446360/2401548, Fax: + (91) 0651-2446895

निविदा आमंत्रण / INVITATION TO TENDER

Tender No. DEP/ST/P-07/22/LOCTITE DTD.13.04.2022

For Supply of Item: Procurement of Loctite(Adhesives).

Tender Submission start Date and Time: 13.04.2022 at 1200 Hrs.

Tender Submission End Date and Time: 23.04.2022 at 1200 Hrs.

Tender Opening Date and Time: 23.04.2022 at 1400 Hrs.

Dear Sir,

1. Offer is invited from **M/s LAXMI METALS, JAMSHEDPUR** in TWO sealed Envelopes duly super scribed with the Tender No., Date and Due Date in sealed envelope to Garden Reach Shipbuilders & Engineers Limited, Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi-834004 in tender box for **PROCUREMENT OF LOCTITE(ADHESIVES)**. Detailed of tender submission is mentioned in **SL 22 of ANNEXURE-I**.
 - (i) Part - I: Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED).
 - (ii) Part - II: Price bid (containing only price).
 - (iii) Nature of Tender : **SINGLE (M/s LAXMI METALS, Jamshedpur, Jharkhand-831001)**
 - (iv) Tender Fee : **NIL**
 - (v) Earnest Money Deposit : **NIL**
2. Last date of submission of Bid / Date of opening of bid is indicated in the Tender Document. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.
3. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer.
4. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
5. Acceptance Format Matrix (ANNEXURE-II) should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non- receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.



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-
6. Queries, if any, can be clarified from the below mentioned personnel prior to submission of offer:

Pallove Minz, DM (P & S).
G.R.S & E. Ltd., Diesel Engine Plant,
Plant Plaza Road, Dhurwa,
Ranchi – 834 004 (Jharkhand)
Contact no: 0651-2401519, 7653855795
E-mail: Minz.pallove@grse.co.in

7. The job is to supply **LOCTITES (ADHESIVES)** as per the STATEMENT OF TECHNICAL REQUIREMENT (SOTR) enclosed with NIT as **ANNEXURE-III**.

8. **Following facilities / benefits will be given to MSEs:**

- a. Issue of Tender sets free of cost.
- b. Payment of Earnest money will be exempted.
Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point will additionally be exempted from submitting the security deposit.
- c. Vendors registered with MSE (Micro & Small Enterprises) are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises dated 23rd March 2012.
 - i. MSEs quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s), shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L-1 landed cost at GRSE.
To avail this purchase preference, submission of EM-II/NSIC/UAM certificate is mandatory failing which the benefit will not be accorded.
 - ii. In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
 - iii. In case any of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.
- d. Following confirmation is requested from vendors registered with MSE and documentary evidence must be submitted as deemed appropriate:
 - i. Whether MSE registered? If "YES" then you have to submit scanned copy of valid registration certificate & EMII certificate failing which benefits cannot be extended to the firm.
 - ii. Whether MSE registered firm is owned by Entrepreneur belong to SC/ST category? If "YES" then documentary evidence to be submitted, failing which, benefits as detailed in 3biii cannot be extended to the firm.

9. **Environment Management and Occupational Health & Safety:**

The vendor shall ensure compliance of Environment Management System (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.



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For Garden Reach Shipbuilders & Engineers Ltd./DEP/Ranchi-4.

[PALLOVE MINZ]

Deputy Manager (P&S)

Enclosures:

- 1] Annexure – I : Instructions to Bidders.
- 2] Annexure – II : Compliance matrix for Instructions to bidders.
- 3] Annexure – III : Statement of Technical Requirement (SOTR).
- 4] Annexure – IV : Compliance matrix for Statement of technical requirement (SOTR)
- 5] Annexure – V : Amplification of commercial terms
- 6] Annexure – VI : Registration of vendors with GRSE Ltd. as one time vendor
- 7] Annexure – VII : ECS format
- 8] Annexure – VIII : Guidelines of Bank Guarantee & Performance Bank Guarantee Formats



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ANNEXURE – I

INSTRUCTIONS TO BIDDERS

ITEM	: PROCUREMENT OF LOCTITE (ADHESIVES).
INDENT NO.	: 1000041715 dt 08.03.2022
TENDER FEE	: NA
EMD	: NA

1. Scope of Supply: Will be as per STATEMENT OF TECHNICAL REQUIREMENT (SOTR) (ANNEXURE-III). .
2. EMD: **NA.**
3. SECURITY DEPOSIT (INTEREST FREE): Security Deposit amounting to 3% of PO value in the form of Bank Guarantee as per GRSE format or Demand Draft in favor of Garden Reach Shipbuilders & Engineers is to be submitted by successful bidder within four (04) weeks of receipt of PO/LOA. Security Deposit shall be released only after issue of successful completion of tilt testing of 01 MW DA. SSI/MSME units registered under single point registration with NSIC will be exempted from the Security Deposit subject to the minority limit to which they are registered.
4. PBG: **NA.**
5. TENDER FEE: **NA.**
6. Terms of Price:
 - a) F.O.R, GRSE, DEP Ranchi (Firm & Fixed till execution of the order)
 - b) Price escalation will not be allowed at any stage.
7. Payment Terms:
 - A] 100% Payment will be made through ECS within 30 days from the date of submission of bill supported with inspection report/GRN, Store receipt copy.
 - B] Advance Payment: No advance payment will be made.
8. Taxes: GST will be paid extra as applicable. Firm is requested to indicate the presently applicable GST rate on the Subject item along with the HSN/SAC Code No.
9. Submission of Bills by supplier: The firm shall submit bills complete in all respect.
10. Inspection: Inspection will be done by user/indenter at DEP Ranchi after supply of the items in good condition with required documentation. However, DEP user reserves the right to do pre-dispatch inspection also, is so warranted.
11. Liquidated Damages: For delay in supply beyond contractual delivery date, LD will be applicable @ ½ % per week or part thereof subject to maximum 5% of the value of the order.



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12. **Amplification of Commercial Terms:** it is placed at **ANNEXURE-V** (2 Pages) which has to be filled & signed in and submitted along with the Techno-Commercial Bid (Part-A).

13. **Risk Purchase:** 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 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 as referred to Clause (3) 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.

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.

14. **Force Majeure:** Will be applicable as per CVC Guide Line as vetted by Ministry of Law.

15. **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 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.
- (b) 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 provision of the Arbitration and conciliation Act, 1996 for appointment of a sole Arbitration by the Hon'ble Court.
- (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 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 and the Hon'ble Court may pass such orders as it deems fit and proper.
- (f) Also in the vent 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



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Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

(g) 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 700024.

(h) The language of the proceeding shall be in "ENGLISH."

16. **Packing & Forwarding:** packing shall be arranged by supplier/vendor at their cost with packing list to GRSE DEP.

17. **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 supplier may have entered into with GRSE.

18. **Governing Jurisdiction:** 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.

19. **Order Acknowledgement:** The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by you.

20. All other terms & conditions will be as per latest GRSE STACS (Indigenous equipment / machinery).

21. **Validity of Offer:** Firm's offer must be valid for a period of **90 days** from the tender closing date.

22. **Two Bid System:** Offers must be submitted in **2-part bid system** in TWO sealed Envelopes duly super scribed with the Tender No. Date and Due Date as follows:

A] **The Part A: Techno-Commercial Bid** should only contain the Technical & commercial offer. No price should be mentioned in this part of the bid else your tender would be rejected outrightly. Technical Catalogues/information/deviation list, past reference and one or two past P.O. copies of similar/same equipment from Govt./Semi Govt./Large Private Houses, performance certificate of customers, vendor's own facilities for design & manufacturing & services etc. are to be enclosed in the Technical Bid. All the applicable taxes / duties, freight, insurance, packing / forwarding charges, payment terms, way bill requirement, acceptance of LD Clause, R.P. Clause & other terms & conditions of GRSE Tender etc. are to be given in the commercial part bid. Your latest ST/IT clearance certificates should also be attached in this part of the bid. Following are to be enclosed with the Technical Bid.

i) Tender document in duly filled & signed condition.

ii) Acceptance Matrix to the Instruction to Bidders in duly filled & signed condition as per ANNEXURE-I.

iii) Acceptance Matrix to the SOTR/Drawing in duly filled & signed condition as per ANNEXURE-II.



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iv) A blank copy of Price Bid (without mentioning prices) must be submitted with techno-commercial bid to verify the contents of price bid other than the price.

B] **The Part B: Price Bid** should contain only the price & should be in separately sealed cover so marked. This part will be opened only after acceptance of your Techno-Commercial bids. Price (in INR) based on F.O.R. DEP Ranchi should be firm & fixed till execution of order in full. Price variation clause will not be accepted.

23. Contact: Bidders may contact Mr. Pallove Minz, Deputy Manager (P&S) (minz.pallove@grse.co.in) for any Technical clarifications.

24. Bid Rejection Criteria: **NA.**

25. Part Order: GRSE reserves the right to place order on Part-Order basis.

26. Determination of L1: **NA.**

27. Conditional & Part Offer: **NA.**

28. Correction of Errors: Bids determined to be expensive will be checked by the GRSE DEP for any arithmetical error. Errors will be corrected by GRSE DEP as follows:

- a) Wherever there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- b) Wherever there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

29. Wherever any clause in the "Instructions to Bidders" conflicts with similar clauses elsewhere, the clause in the "Instructions to Bidders" prevails.

Note:

- a) In case your offer is not submitted in two separate sealed envelopes, the same is liable to be rejected.
- b) Techno commercial offer will be opened on due date indicated above. Please depute your rep.



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ANNEXURE – II

COMPLIANCE MATRIX FOR INSTRUCTIONS TO BIDDERS

CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS
1		15.c		25	
2		15.d		26	
3		15.e		27	
4		15.f		28	
5		15.g		28.a	
6a.		15.h		28.b	
6b		16		29	
7A		17		29.a	
7A(i)		18		29.b	
7B		19			
8		20			
9		21			
10		22			
11		22.A			
12		22.A.i			
13		22.A.ii			
14		22.A.iii			
15		22.A.iv			
15.a		23			
15.b		24			

Date:

Signature of Vendor's
Authorized Rep with office seal



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ANNEXURE-III

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

A] Scope of supply:

Sl. No.	Description	Quantity
1	LOCTITE 5970 (300 mL)	10 PC
2	LOCTITE 518 (250 mL)	06 PC
3	LOCTITE 270 (250 mL)	06 PC

B] Make: M/s HENKEL

C] Inspection Authority: Receipt inspection by our user/indenter at DEP Ranchi on the basis of manufacturer's test certificate and supplier's guarantee certificates. DEP user reserves the right to do pre-dispatch inspection also, if so warranted.

D] Delivery Terms: Item to be delivered to DEP Ranchi on F.O.R. DEP GRSE Ranchi basis.

E] Certificates: Manufacturer's test certificates to be provided along with delivery of material.

F] Terms of price: price (in INR) based on F.O.R DEP Ranchi should be firm and fixed till execution of order in full.

G] Expiry date of Loctite: Minimum 2 years from the date of supply of Loctite at DEP Ranchi.



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ANNEXURE – IV

COMPLIANCE MATRIX FOR STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

SOTR CLAUSE NO.	BIDDER'S REMARKS	SOTR CLAUSE NO.	BIDDER'S REMARKS	SOTR CLAUSE NO.	BIDDER'S REMARKS
A 1		A 2		A 3	
B		C		D	
E		F		G	

Date:

Signature of Vendor's
Authorized Rep with office seal



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ANNEXURE-V

AMPLIFICATION OF COMMERCIAL TERMS

Name of Vendor: _____

Vendor is requested to confirm his stand filling in and ticking properly ('Yes' for acceptance, 'No' for non-acceptance & 'NA' for not Applicable).

(Please return this Form complete in all respect and with each question specifically and clearly answered, along with your Techno-Commercial Bid without which your bid will be considered incomplete).

Particulars	Vendor's confirmation
1. Technical Specification: The Statement of technical requirement (SOTR) and scope of supply as given in above mentioned tender enquiry have been fully understood by me/us and our offer is submitted as per SOTR. (If No, details of deviation are to be furnished in a separate sheet marking "Technical Deviation").	Yes/No
2. Firm Price: Price will remain firm & fixed, till execution of order.	Yes/No
3. Terms of Price: Rate quoted is on FOR DEP/Ranchi basis. (If No, Road Freight of Rs...../Unit to be paid extra).	Yes/No
4. Taxes & Duties: If not included, please indicate (i) GST percentage% GST
4. (ii) Quoted rate is all inclusive.	Yes/No
5. Part order is acceptable without condition.	Yes/No
6. Firm is registered with (Delete as appropriate and attached supporting certificate for valid NSIC Registration, if applicable). GRSE's vendor code; if any.....	SSI/NSIC/GRSE / NONE
7. Validity of offer is up to 90 days from opening of tender.	Yes/No
8. Liquidated Damage: For delay in delivery LD @1/2 % per week or part thereof on undelivered portion of the order subject to a maximum of 5 % of total value of the order of the delayed will be levied.	Yes/No
9. Security Deposit: For delay in providing services for tilt testing beyond contractual delivery date, LD will be applicable @ ½ % per week or part thereof subject to maximum 5% of the value of the order.	Yes/No

Date:

Signature of Vendor's
Authorized Rep with office seal



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ANNEXURE – V

AMPLIFICATION OF COMMERCIAL TERMS

Name of Vendor: _____

Particulars	Vendor's confirmation
<p>10. <u>Risk Purchase</u>: 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 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 as referred to Clause (3) 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.</p> <p>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.</p>	Yes/No
<p>11. <u>Payment Terms</u>: A] 100% Payment will be made through ECS within 30 days from the date of submission of bill supported with inspection report/GRN, Store receipt copy. B] Advance Payment: No advance payment will be made.</p>	Yes/No
12. <u>Delivery Period</u> : Withinweeks from receipt of DEP purchase order/LoAweeks
13. <u>Inspection</u> : Receipt inspection by GRSE, User department will be applicable.	Yes/No
14. <u>Arbitration Clause</u> : GRSE's standard Arbitration including jurisdiction clauses are accepted.	Yes/No
15. Deviation List on technical / commercial point, if any, attached.	Yes/No/Deviation
16. All points of GTACS accepted by the firm. Deviation if any to be separately listed.	Yes/No

Date:

Signature of Vendor's
Authorized Rep with office seal



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ANNEXURE – VI

REGISTRATION OF VENDORS WITH GRSE LTD. AS ONE TIME VENDOR

1. You are requested to provide the copy of PAN CARD duly attested to register you as one time vendor with GRSE Ltd. The same must reach us within one week time.
2. You are also requested to provide the following information:

Sl. No.	DESCRIPTION	PARTICULARS
1	Company's Name	
2	Company's Address	
3	Proprietor's Name	
4	Telephone No.	
5	Mobile No.	
6	Fax No.	
7	E-Mail:	
8	PAN No.	
9	TIN No.	
10	GST Registration No.	
11	SSI Registration No.	
12	Excise Registration No.	
13	Service Tax Registration No.	
14	ESI Registration No.	
15	PF Registration No.	
16	Items dealings with DEP/GRSE Ltd.	
17	Manufacturer/Traders/Distributors Contractor/Service provider	

3. Also, you will be required to get your company registered with GRSE Ltd. /Kolkata. Kindly follow the procedures and instructions given in the GRSE website: www.grse.nic.in under GRSE Vendor Policy (Third Edition, Version – III).

Thanking You.

Yours faithfully,
For Garden Reach Shipbuilders & Engineers Ltd.

[PALLOVE MINZ]
DM(P&S)



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ANNEXURE – VII

ECS FORMAT

1.	VENDOR NAME	:			
2.	ADRESS	:			
3.	VENDOR REGISTRATION CODE WITH GRSE	:			
4.	DESIGNATED BANK ACCOUNT NAME	:			
5.	BANK DETAILS				
A.	NAME OF THE BANK	:			
B.	BANK BRANCH ADDRESS	:			
C.	BANK ACCOUNT NO.	:			
D.	NATURE OF ACCOUNT	:	SAVING	CURRENT	OTHERS (Give details)
E.	9 DIGIT MICR CODE FOR PAYMENT	:			
F.	IFSC/NEFT CODE	:			
G.	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 duly cancelled.

We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user institution responsible.

(_____)
Signature of the authorized signatory of the vendor.

Date:

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

Bank's Stamp (_____)
Signature of the authorized official of the bank.



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ANNEXURE-VIII

GUIDELINES OF BANK GUARANTEE

1. Non- Judicial Stamp Paper – N. J. S. Paper of Rs. 50/- (Rupees Fifty Only) is to 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 denominations may be used but the serial nos. or purpose of each Stamp Paper 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 whichever is applicable. Stamp Papers obtained in the name of the supplier 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 Nationalized Banks and should be sent in Banker's sealed envelope directly to General Manager (Finance), Corporate Finance. M/s. Garden Reach Shipbuilders & Engineers Limited .43/ 46, Garden Reach Road. Kolkata – 700 024 super scribing the word "BANK GUARANTEE".
4. No. confirmation of BG is required to be obtained from issuing Bank if the BG executed by Scheduled / Nationalized Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-scheduled Banks / Cooperative Bank/ Regional Private Bank etc. and for those Guarantee which were not received in the terms of(3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and 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 the 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 Bank'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.



"In pursuit of Excellence and Quality in Shipbuilding"

Garden Reach Shipbuilders & Engineers Limited

DIESEL ENGINE PLANT

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

An ISO 9001-2015 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 2446134/2401428/2446360/2401548, Fax: + (91) 0651-2446895

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

GUARANTEE BOND

(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 (hereinafter called "The Buyer") having agreed to exempt M/s..... having its registered office at (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 fulfillment by the said Party's of the terms and conditions contained in the said Order, 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 and conditions contained in the said order.

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 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 and conditions contained in the said order or by reason of the Party's failure to perform the said order. 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, certifies that the terms and conditions of the said order have been fully and properly 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



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being granted to the said Party or 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 the 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.....



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PERFORMANCE BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made this.....day of.....BETWEEN.....(hereinafter called "THE BANK") which expression shall 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, KOLKATA – 700 024 (hereinafter called "THE BUYERS") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS, Messrshaving its registered office at(hereinafter called "THE SELLER") have accepted an Order No.....for supply of..... from the Buyer to manufacture 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) only for the satisfactory 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 INDENTURE WITNESSETH THAT in 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 or 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 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 the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between



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the Buyer and the Seller whether any of the above takes place with or without the knowledge of 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 a 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 on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

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

Date: