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**गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड**  
**Garden Reach Shipbuilders & Engineers Limited**  
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)  
43/46 गार्डन रीच रोड , 43/46 Garden Reach Road,  
कोलकाता - 700 024 KOLKATA - 700 024

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रुमा Phone: 033-4698100  
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(13 Lines) Extn: 696  
033-2459-8127 (Direct)  
फैक्स: FAX: 033-24893591

## INVITATION TO TENDER

**Tender No. : PUR/BKK/WEB/10-11/T/010**

**Date.: 22.07.2010**

**DUE DATE OF SUBMISSION – 23.08.2010 (at 10:00 A. M.)**  
**DUE DATE OF OPENING – 23.08.2010 (at 10:30 A. M.)**

Please quote in duplicate for the following on delivered free to Garden Reach Shipbuilders & Engineers Ltd. or F.O.R. despatching station basis, as per terms/conditions **enclosed.**

Item No.	DESCRIPTION	Unit	Quantity
1.	<b>N-18042 / DGM(PL-2064-66), RBD</b> Supply of Tower type Split Air Conditioner as per details specification (SOR) in Annexure – I.	No.	12 (Twelve)

### Encl

1. Annexure – I (SOR) – 1 Page
2. Annexure – II (Notes) – 1 Page.
3. Annexure – III (Amplification of Commercial Terms) – 2 Pages - (To be returned with Part 'A' of offer in filled up & signed condition)
4. Annexure – IV (Standard Terms & Conditions of Tender - STACs) – 2 Pages.
5. Annexure – V (STACs acceptance format) – 1 Page - (To be returned with Part 'A' of offer in filled up & signed condition)
6. Annexure – VI (EMD BG Format) – 2 Pages

for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

बी. के. कच्छप / B. K. Kachhap  
उप प्रबन्धक (क्रय) / Dy. Manager (Purchase)

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ANNEXURE- I

:: 2 ::

**Tender No. : PUR/BKK/WEB/10-11/T/010**

**Date.: 22.07.2010**

**S.O.R.**

**Technical specification for vertical (Tower type) Split Air Conditioner to be used at RBD**

Standard Model with Rotary Compressor to be provided with following specification :

**Electric Power Supply** : 415 V / 3 PH 50 HZ

Remote Control facility to be available in the A.C.

Machine should have Dehumidification facilities & Air Filter Facilities

**Capacity (3.0 Ton)** : 36000 BTU / Hr.

**Noise Level** : Maximum upto 50 db.

**Machine Dimensions** : 1.8M X 600 MM X 300 MM (approx)

**Maximum weight of each Machine** : 90 Kg.

- Provision of Roller underneath the Machine for easy movement (Horizontally) and hook for lifting with the help of Crane, is essential.
- Equipment is to be accompanied with co-related maker's test certificate, warranty certificate and user's manual.
- The vendor is to also under take prompt after sales service at GRSE Yard during the warranty as well as post warranty period, if on AMC

**for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.**

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उप प्रबन्धक (क्रय) / Dy. Manager (Purchase)

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ANNEXURE- II

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Tender No. : PUR/BKK/WEB/10-11/T/010

Date.: 22.07.2010

**NOTES:**

- 1) **Web Clause : New / Unregistered vendors to submit the following qualification criteria :-**
  - (a) Submission of the constitution and status of the firm.
  - (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
  - (c) Experience of supply / manufacturer during last 2/3 years with documentary evidence.
  - (d) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Xerox copies Registration of VAT/Service Tax registration.
  - (e) Solvency Certificate and copy of audited Accounts for last three years from Banker.
  - (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
  - (g) Either OEM or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part A of offer to qualify participation by an authorized dealer / distributor.
- 2) **EMD** : The Part-A of the offer in the Technical & Commercial bid should also be accompanied with a EMD of Rs. 7200/- (Rupees Seven Thousand Two Hundred only) in form of DD payable to M/s. Garden Reach Shipbuilders and Engineers Ltd. or in the form of BG as per format enclosed at Annexure – VI.
- 3) **Security Deposit :-** (int. Free) @ 5% of the contract value within two weeks from the date of receipt order is required to be submitted by the successful bidder
- 4) **Please submit your offer in 2-Part Bid i.e.**

**Part-'A'** – to contain Technical & Commercial offers (in duplicate copies including all technical informations, list of deviation per SOR, if any, literatures, catalogues & details of all incumbent VAT/taxes, duties, freight, insurance, etc. to arrive at F.O.R. GRSE cost. However, No Price is to be indicated in this Part-A bid, since otherwise the offer will be summarily rejected.

**Part-'B'** – to contain only Price Bid on F.O.R. GRSE basis.

Each bid must be separately enveloped, sealed & superscribed with Tender No., due date & type of bid. Mixing of bids or Combined bid, if any, will be outright rejected.
- 5) The offer must remain valid for 90 days from the date of opening.
- 6) **Delivery** : Preferably from Ex-Stock. Please quote your earliest possible delivery. Late delivery will attract our standard L.D. @ ½% per week's delay or part thereof upto a maxm of 5% of order value of the delayed part.  
Also GRSE shall have the liberty to enforce Risk Purchase action on vendor for delay in delivery beyond the stipulated delivery date.
- 7) **Response Time** : Any breakdown call need be attended and rectified within 24 working hours at GRSE/SITE. Please confirm your commitment on after sales warranty services in details in your offer.
- 8) **Payment Terms** : 100% through ECS Mode within 30 days of submission of bill with copy of gate stamped receipt challan, Receipt Inspection Report, GRN and 10% PBG. In absence of PBG, 90% payment can be made & 10% will be retained till guarantee period.  
In order to avail the ECS facility, the vendor, in the event of an order, shall have to submit their bank account details duly endorsed by the banker, if not submitted earlier. Offer having. Advance or proforma payment terms will be rejected straightway.
- 9) Late offer is liable to be rejected.
- 10) Only receipt inspection at user deptt. is applicable.
- 11) Vendor may depute his authorized rep. during tender opening.
- 12) Standard Terms & Condition of Tender (STAC) is enclosed.
- 13) GRSE registered vendors shall also have to submit EMD, SDBG and PBG

**For Garden Reach Shipbuilders & Engineers Ltd.**

बी. के. कच्छप / B. K. Kachhap

उप प्रबन्धक (क्रय) / Dy. Manager (Purchase)



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**Tender No. : PUR/BKK/WEB/10-11/T/010**

**ANNEXURE-III**  
**Date.: 22.07.2010**

**Name of supplier/representative**

**AMPLIFICATION OF COMMERCIAL TERMS**

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

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

	Vendor's confirmation
1. <b>Technical Specification</b> : The Technical specification & scope of supply as given in above mentioned tender enquiry have been fully understood by me/us and our offer is submitted as per SOR. (If no, details of deviation is to be furnished in a separate sheet marking "Technical Deviation").	: Yes/No
2. <b>Firm Price</b> : Price will remain firm & fixed, till execution of order.	: Yes/No
3. <b>Terms of Price</b> : Rate quoted is on FOR GRSE Store / Kolkata basis (if no, Road Freight of Rs. _____/Unit to be paid extra)	: Yes/No
4. <b>Taxes &amp; Duties</b> : Please indicate (i) CST/ST _____ (ii) VAT _____ in percentage (iii) Excise Duty _____ if to be paid extra (iv) Quoted Rate is all inclusive	_____% CST Extra _____% VAT Extra _____% ED Extra : Yes/No
5. <b>Part order</b> is acceptable without condition.	: Yes/No
6. Firm is registered with (delete as appropriate and attach supporting certificate for valid NSIC Registration, if applicable).	: SSI / NSIC / GRSE/ NONE
7. <b>Validity of offer</b> is up to <b>90 days</b> from opening of tender.	: Yes/No.
8. <b>Guarantee</b> : Equipment is guaranteed for a period of 12 months from date of commissioning or 18 months from date of supply whichever occurs earlier. Vendor will furnish G.C. accordingly with supply.	: Yes/No.
9. <b>Maker's Test Certificate</b> : Maker's Co-related T.C. will be furnished with supply.	: Yes/No/N.A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of VENDOR's  
Authorised Rep. with Office seal

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**Tender No. : PUR/BKK/WEB/10-11/T/010**

**Date.: 22.07.2010**

**ANNEXURE- III**

**= : 2 : =**

**CONTINUATION OF AMPLIFICATION OF COMMERCIAL TERMS**

10. <b>Liquidated Damage</b> : For delay in delivery L.D. @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 will be levied.	: Yes/No.
11. <b>Way Bill</b> : No advance way bill can be issued. Both ink signed LR copy & invoice copy are required from vendor to issue way bill & vendor agrees to furnish those documents. <ul style="list-style-type: none"> <li>Way bill is required by vendor for supply from _____.</li> </ul>	: Yes/No.
12. <b>Security Deposit</b> : As per terms of tender enquiry, vendor will furnish SDBG (5% of P.O. value) within 2 weeks of receipt of order.	: Yes/No
13. <b>Risk Purchase</b> : For failure to deliver material within the contractual delivery period, GRSE shall reserve the right to cancel the order and procure material from alternative source at supplier's risk and cost.	: Yes/No
14. <b>PBG</b> : 10% Performance Bank Guarantee will be submitted (before claim of 100% payment) covering Guarantee period.	: Yes/No
15. <b>Payment Terms</b> : 100% through ECS Mode within 30 days of submission of bill with copy of gate stamped receipt challan, receipt inspection report, and GRN. 10% PBG. In absence of PBG, 90% payment can be made & 10% will be retained till guarantee period.	: Yes/No.
16. <b>Delivery Period</b> : Within _____weeks from receipt of order / LOA.	_____ weeks.
17. <b>Inspection</b> : Receipt inspection by GRSE, User Dept. will be applicable.	: Yes/No.
18. <b>Arbitration Clauses</b> : GRSE's std. Arbitration including jurisdiction clauses are accepted.	: Yes/No.
19. Deviation List on technical/commercial point, if any, attached.	: Yes/No.
20. All points of STAC accepted by the firm excepting Clause No. _____ of STAC & vendor's stand on these deviated STAC points is mentioned in Deviation List of Commercial terms as attached.	: Yes/No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of VENDOR's  
Authorised Rep. with Office seal



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#### **ANNEXURE - IV**

##### **STANDARD TERMS & CONDITIONS OF TENDER**

1. Tender must be submitted in your own letter head in a sealed cover. The Enquiry No. and due date must be clearly superscribed on the same.
2. All Tenders must remain firm and open for acceptance for 90 days from the due date. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
3. All Tenders submitted by hand should be dropped in the Tender Box kept at the office of AGM (Purchase), GRSE Ltd., 43/46, G. R. Road, Kol-700024 by 10-00 AM of due date latest.
4. No conditional offer will be accepted.
5. In case the Vendor is unable to offer, the Tender may be returned to this Office suitably endorsed.
6. Drawings : If any drawing sent with the Enquiry must be returned where unable to quote.
7. The rate quoted must be legible, written in ink or type written **both in words and figures**. In case of discrepancy, the amount written in word will prevail. Quoted Price must be F.O.R. destination / GRSE basis. Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.
8. Taxes : E.D. / Sales / Service Tax where leviable should be clearly indicated. Excise Duty Gate Pass to be submitted wherever applicable. VAT rate to be mentioned in offer, if VAT is to be paid extra.
9. Acceptance : It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.
10. 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.
11. Patent Right : GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.
12. Specification : All items must conform to Indian Standard Specification wherever applicable.

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**ANNEXURE - IV**

**STANDARD TERMS & CONDITIONS OF TENDER**

13. Procedure for submission of Bank Guarantee : Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's Format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.
14. L. D. Clause : All orders are subject to 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 for delayed part.To realise L/D amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee as detailed in Clause (13).
15. Risk Purchase : If successful tenderer fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee as referred to Clause (13) 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.
16. Performance Bank Guarantee : (a) Materials / Equipment to be supplied are guaranteed for free replacement / repairs, against defective design, material, workmanship for a period of 18 months from the date of delivery of final / last / closing consignment or 12 months from the date of commissioning / using, whichever is earlier.  
(b) A Bank Guarantee covering 10% value of the contract is to be furnished before claim of payment. Keeping the same valid for the above period from the date of despatch / supply of last consignment GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.
17. Test / Guarantee Certificate : Manufacturer's Test Certificate is to be submitted alongwith the material. In case T.C. is not made available at the time of despatch, a Guarantee Certificate from the manufacturer has to accompany the material confirming that the material has been manufactured strictly confirming to the specification mentioned in the order.
18. Inspection : All supplies will be subject to GRSE inspection and approval in GRSE Yard. The rejected materials if any, will have to be removed within 14 days from the date of rejection at vendor's expenses. Such rejected stores lie at the supplier's risk from the time of rejection, and if not removed within the specified date the purchaser has the right to dispose off the same. The purchaser shall also be entitled to recover ground rent on their rejected stores after the expiry of the specified date.
19. Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.
20. Right of Invocation of Bank Guarantee : GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

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**ANNEXURE - IV**

**STANDARD TERMS & CONDITIONS OF TENDER**

21. Payment Terms : 100% through ECS Mode within 30 days of submission of bill with copy of gate stamped challan, GRN and 10% PBG. In absence of PBG, 90% payment can be made & 10% will be retained till guarantee period.
22. Submission of Documents : For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.
23. 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.
24. Delivery : Ordered Materials if delivered at GRSE must be supplied between 09-00 AM to 12-00 Noon and 01-00 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days. Late supply will not generally be accepted. In case vendor needs way bill for despatch from outstation works, submission of 2 mandatory documents is required – ink signed LR copy & ink signed invoice copy. Way bill cannot be issued in advance.
25. Rejection : Rejection of materials and also the late delivery will affect further business with GRSE.
26. Cancellation of Order : GRSE reserves the right to cancel any order if placed in part / full without assigning any reason and with no financial implication.
27. Arbitration :
  - a) If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director ('CMD' in short) or the Managing Director ('MD' in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. ('GRSE Ltd' in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.
  - b) The CMD or MD, GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
  - c) Such Arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
  - d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
  - e) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd., or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
  - f) Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator

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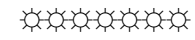
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**ANNEXURE - IV**

**STANDARD TERMS & CONDITIONS OF TENDER**

or nominate / appoint another officer of GRSE Ltd., or a person whom he thinks fit and competent to adjudicate the disputes and difference in accordance with law.

- g) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of the Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata-700024.
28. **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.
29. **Compliance with Laws** : Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
30. The Company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.





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**गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड**  
**Garden Reach Shipbuilders & Engineers Limited**  
 (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)  
 43/46 गार्डन रीच रोड , 43/46 Garden Reach Road,  
 कोलकाता - 700 024 KOLKATA - 700 024

email: agmpur.grse@nic.in  
 तृष्णा Phone: 033-4698100  
 (13 लाईं) विस्तार 696  
 (13 Lines) Extn: 696  
 033-2459-8127 (Direct)  
 फैक्स: FAX: 033-24893591

ANNEXURE-V

**STANDARD TERMS AND CONDITIONS OF SUPPLY OF  
 INDIGENOUS MATERIALS / EQUIPMENTS  
 STACS ACCEPTANCE FORMAT**

**Tender No. : PUR/BKK/WEB/10-11/T/010**

**Date.: 22.07.2010**

STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS
1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

COMPANY SEAL.

SIGNATURE .....

NAME .....

DESIGNATION.....

COMPANY NAME, ADDRESS & FAX/PH. NO.:

.....

.....

**NOTE:**

- Bidders should read the standard terms and conditions (STACS) included in the Tender carefully prior to filling up this acceptance format.
- This format should be properly filled signed and returned along with your technical bid for considering your bid.
- Please indicate** : ACC- For accepted, NO – For not accepted and DEV – For deviation taken.
- Separate sheet to be attached for any deviation taken by you.
- STACS clause numbers shown in the format includes the sub clauses under them also.
- For GRSE's registered vendors, Clause 13 of STAC is not applicable against limited tender enquiry & for tender value upto 2 Lakhs, PBG vide clause 17 of STAC is also not required. Accordingly payment term at clause 22 of STAC gets modified.



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## ANNEXURE-VI

### FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

#### GUARANTEE BOND

(To be used by all scheduled Banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta - 700 024 (hereinafter called "the Buyer") having agreed to exempt M/s. .... (hereinafter called "the Party" ) from the demand, under the terms and conditions contained in the Tender No. .... dated ..... (hereinafter called "the said ") of Security Deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... (Rupees.....only)  
we,..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Buyer an amount not exceeding Rs. ....against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.
2. We, ..... Bank.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms of conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, ..... Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said Tender/Order have been fully a properly and carried out by the said Party and accordingly discharge 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 obligation hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act of 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.

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**ANNEXURE-VI**

= 2 =

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 enforce until its expiry on the .....(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantee 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 .....200