NOTICE INVITING TENDER [NIT]
LIMITED TENDER WITH REVERSE AUCTION
Item : Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.
Tender Ref No. PUR/TGD/LT/Thermal Imaging Camera/C-1228/RA-3493

-: STANDARD TERMS & CONDITIONS: -

1. Tender must be submitted in system generated data sheet format which is provided through eProcurement. The mentioned information should be clearly filled up in eProcurement and upload the same.

Bidders are required to be submit their bid in Two-Part system through e-procurement portal of NIC./GRSE- https://eprocuregrse.co. in

Two Part Bid: ***Offer must be submitted in*** *two-part bid system* ***i.e.***

Part A: - Technical & Commercial Bid: - It must be submitted in duplicate & it should contain following: -

a) Technical Bid with detailed scope of work of vendor.
b) Commercial Bid detailing all terms & conditions including, acceptance of GRSE's STAC and all Taxes & Duties payable extra.
c) A copy of blank Price Bid without showing the prices (for verification of content) for Supply item.
d) Vendor to clearly mention their valid registration reference for VAT& Service Tax (if charged extra)

Part B: - **Price Bid: -** Shall indicate basic price only for quoted item indicating all taxes / duties to be paid extra & showing calculation for landed cost of quoted item at GRSE Yard. Combined Bid,if any, will be rejected straightway. Justification of quoted price is also requested with documents (recent P.O. copies of reputed organization / price list etc.). Manufacturer's Price List to be submitted along with Price Bid where ever applicable.

2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -

a. GeM (Government e-Marketplace) *https://gem.gov.in*
b. TReDS (Trades Receivables e-Discounting System) *www.invoicemart.com*

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.
In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. **ELIGIBLE CRITERIA:** Bidders to be submit the following **eligible criteria** against said tender, otherwise their offer will not consider for further processing: -

(a) Submission of the constitution and status of the firm.
(b) Registration with GOI/PWD/PSU/and reputed organization, if any.

(c) Experience in supply/manufacture/services similar to that of tendered item within last 3 years (**P.O. copy & performance certificate; as applicable of reputed customers; preferably PSU, to be enclosed**).

(d) ***Supplier should be OEM or authorized vendor of OEM. Authorization certificate to be submitted along with bid.***
(e) Submission of PAN together with copies of trade license, Xerox copy of GST registration.
(f) **Copy of Audited Balance Sheet and Audited Profit & Loss Account of last three financial years and Solvency Certificate from Banker**.
(g) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.

Note: Non-submission/non-compliance of documents (as per Clause 3 of NIT) will lead to straightaway rejection of offer

4. **PRICE DISCOVERY & PRICE BASIS: -**

a) Price shall be discovered through **ONLINE REVERSE AUCTION (R.A.) ONLY THE TECHNO-COMMERCIALLY ACCEPTED VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE 'REVERSE AUCTION' EVENT. THE DATE & TIME OF R.A. SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**
b) Start bid price which shall be promulgated prior to commencement of reverse action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, packing & forwarding charge, freight and transit insurance.
c) **Prices should remain valid for 60 days from the date of Reverse Auction** and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

5. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER: -**

a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.

b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

c) Tender is to be awarded on **totality basis (total value-wise L1 – RA basis)**, unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

6. **PRICE:**
Price shall be fixed and firm till full execution of order, and offer should be valid for **60 days** from the date of **R.A.** Freight & Insurance should be included in the quoted price as per delivery point as defined in the tender.

7. **TENDER FEE (Non-Refundable): - Not applicable.**

8. **L-1 DETERMINATION:**
L-1 determination will be totality-wise through RA for the Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.

9. **CONDITIONAL OFFER:**
No conditional offer and hard copy of offer will be accepted.

10. **DELIVERY SCHEDULE:**
All items to be supplied, installation and commissioning to be completed **within 30 days from the date of issuance of PO/LOA/NIC Portal**
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. **Firm should send delivery intimation prior to 2 working days to GRSE for smooth unloading operation.**

11. **DELIVERY POINT:**
Items are to be delivered to **FOJ Unit of GRSE (P-70, Karl Marx Sarani, Kolkata - 700043, West Bengal).**

12. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY**: As indicated in the technical specification ref. SOTR No. GT68260000M. (5 Pages).

13. **INSPECTION:** Receipt inspection and well as post-will be done by **Senior Manager (FF), GRSE FOJ Unit**, or his nominated officer.

14. **PART ORDER:**
Part order /part supply for this tender is **not** applicable.

15. **CERTIFICATES:**
Necessary Test Certificates ref. technical specification (SOTR).

16. **TERMS OF PRICE:**
a) The rate quoted must be legible. Quoted Price must be **F.O.R. GRSE FOJ Unit** (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.
b) L1 Price will be determined on the basis of Delivered Cost at GRSE.

17. **GUARANTEE / WARRANTEE CERTIFICATES:**
The equipment, accessories & spares will be against faulty design, defective material, poor workmanship & satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the supplied whichever is later.

18. **TAXES & DUTIES:**
GST rate & HSN code and other Duties / Charges (if any) should be **clearly indicated in Techno-Commercial bid**.

19. **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.

20. **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.

21. **ORDER COMPLETION:**
Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

22. **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.

23. **PAYMENT TERMS:**
100% payment through ECS / NEFT mode within 30 days on submission of clear bill along with Gate Stamped Receipted Challan, GRN, clear acceptance/Work Done/Job Completion certificate from respective user dept (FOJ Unit), and upon submission of 5% PBG document valid for 90 days post completion of mutually agreed guaranteed period through OBPS portal. In absence of PBG, 90% payment can be made and 10% will be retained till guarantee period.

24. **PERFORMANCE BANK GUARANTEE (PBG):** Materials / Equipment to be supplied are guaranteed for free replacement / repairs, 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.
A Bank Guarantee covering 05% value of the contract is to 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% after completion of Guarantee Period.

25. **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. 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 (F), Garden Reach Shipbuilders & Engineers Ltd.,
61 Park Unit, Ramnagar, Kolkata - 700 024.

26. **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.

27. **FALL CLAUSE:**

The BIDDER undertakes that it has not supplied/ is not supplying similar product/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.

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

29. **ACCEPTANCE:**
(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) Splitting of tender Qty: **Not Applicable**.

30. **REJECTION:**
Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost **within 14 days** of Store's intimation.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **ARBITRATION:**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996**.**

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

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

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

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

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

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

37. **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.

38. **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.

39. 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.
Note: -Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Packing List which may require for receipt & acceptance of material GRSE Store to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non-submission of above documents (hand & soft copy) will liable to delay in process for payment. Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

40. **ADDITIONAL ORDERING**:
The purchaser reserves the right to placing repeat order 20-50% additional quantity on the total tendered quantity of each item during the project execution period (12 months from Last Receipted Date) with same terms and conditions.
For any clarification please contact -

Sl.		Contact Details
1	For any kind of technical specification related queries	Mr. Pranab Kumar Chakraborty Email: Chakraborty.PranabKu@grse.co.in Mob: 9163331732
2.	For any kind of commercial related queries	Ms. Tumpa Gargary Dana (SR. MGR - PURCHASE) Email: Gargary.Tumpa@grse.co.in Mob: 8420008832

IMPORTANT NOTE: -

1] TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
2] IN CASE OF NON-RECEIPT OF FILLED IN STACs ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
3] GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.
4] MATERIAL QTY IN PCS/NOS OR AS PER DEFINED UOM SHOULD BE REFLECTED IN THE DELIVERY INVOICE IN ADDITION TO BILLED QUANTITY IN TO.
5] AFTER COMPLETION OF REVERSE AUCTION, L-1 BIDDER WILL SUBMIT ITEM WISE EX-WORK PRICE AND F.O.R. GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Tumpa Gargary Dana)
Sr.Manager (Purchase)
e-mail : Gargary.Tumpa@grse.co.in

[ANNEXURE – A]

ACCEPTANCE FORMAT (MATRIX) OF NIT

Item/Scope: Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.

STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks
1		19		37	
2		20		38	
3		21		39	
4		22		40	
5		23		-	
6		24		-	
7		25		-	
8		26		-	
9		27		-	
10		28		-	
11		29		-	
12		30		-	
13		31		IMPORTANT NOTE	
14		32		1	
15		33		2	
16		34		3	
17		35		4	
18		36		5	

NAME	
DESIGNATION	
COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.:	

NOTE:

1. Bidders should read the Standard Terms and Conditions (STACS) included in the Tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. **Please indicate:** *ACC- For accepted, NO – For not accepted and DEV – For deviation taken*.
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.

[ANNEXURE – B]

TECHNICAL BID TEMPLATE WITH TECHNICAL SPECIFICATION

Item/Scope: Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.

Technical Bid

NAME & ADDRESS OF THE BIDDER *	
BIDDER'S REFERENCE NO. & DATE *	
CONTACT NO., FAX NO, E-MAIL OF THE BIDDER*	

Sl. No.	INDENT NO	Ind. Sl. No.	Material code	Material Description	Qty. Req.	UOM	HSN/ SAC Code *	Name of Supply State/ UT	GST %*	Technical Remarks*	Accepted (Yes/No) *
1	1200006213	10		THERMAL IMAGING CAMERA	1	EA					
2	1200006213	20		Thermal Imaging Camera_IR Defect analysis	1	EA					
3	1200006213	30		USER MANUAL IN BOOK FORMAT	6	ST					
4	1200006213	40		USER MANUAL IN CD	2	ST					
5	1200006213	50		MAKER'S INSPECTION AND TEST CERTIFICATE	2	ST					
6	1200006213	60		Mfg.'s TC/Supplier's certificate	1	ST					
7	1200006213	70		Guaranty / Warrantee certificate	1	ST					

1. Bidders should read the technical offer/specification included in the tender enquiry carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. Separate sheet to be attached for any deviation taken by you.
4. SOTR Sl. Nos. shown in the format includes the Sub Sl. No. under them also.
5. * Bidder to input only total applicable GST IN %, irrespective of IGST, CGST, SGST or combination of two types of GST.

***- Mandatory Field**

NOTE - Rate not to be quoted at this page.

[ANNEXURE – C]

ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATION (SOTR)

Item/Scope: Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.

SOTR NO: GT68260000M

SOTR SL NO.	Bidders Remarks		SOTR SL NO.	Bidders Remarks
1.			9.	
1.1			10. (10.1 to 10.2)	
1.2			11.	
2. (A to H)			12.	
3.			13. (i. to V)	
4.				
5.				
6.				
7.				
8.				

1. Bidders should read the Standard Terms and Conditions (STACS) included in the Tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. **Please indicate:** *ACC- For accepted, NO – For not accepted and DEV – For deviation taken.*
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.

[ANNEXURE – D]

Price Bid Template (PART –II)

Item/Scope: Procurement of 01 no. Thermal Imaging Camera for FOJ Unit of GRSE.

Indent Sl No.	Material Description	Quantity Required (UOM)		HSN/SAC Code *	Name of Supply State/UT	Basic Price (Per Unit)	**Total Price (Excl. GST)**	**GST** (bidder to input only total applicable **GST IN %,** irrespective of IGST, CGST, SGST or combination of two types of GST)	Total Amount
10	THERMAL IMAGING CAMERA	1	EA						
20	Thermal Imaging Camera_IR Defect analysis	1	EA						
30	USER MANUAL IN BOOK FORMAT	6	ST						
40	USER MANUAL IN CD	2	ST						
50	MAKER'S INSPECTION AND TEST CERTIFICATE	2	ST						
60	Mfg.'s TC/Supplier's certificate	1	ST						
70	Guaranty / Warrantee certificate	1	ST						

RATE NOT TO BE QUOTED AT THIS PAGE

[ANNEXURE – E]

PROFORMA OF BANK GUARANTEE

THIS DEED OF GUARANTEE made in 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 & 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 Messrs._____ having its registered office at_____ (hereafter called 'THE SELLER') have accepted an Order No._____ for supply of _____ from the Buyer to manufacturer 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 order amounting to Rs._____ (Rupees _____ only) for the satisfactory performance of the equipments supplied against the 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 promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs._____ 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, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or dissolution or winding up of the business of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted 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 Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between 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 in full force and virtue only. All claims and demands of the Buyer arising out of or

In connection with said order have been fully 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 _____ 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.

SEAL of the Bank

Signature Not Verified
Digitally signed by TUMPA GARGARY DANA
Date: 2026.07.28 12:01:05 IST
Location: PSUs of Ministry of Defence-DEFPSU