

STANDARD TERMS & CONDITIONS OF SUPPLIES [INDIGENOUS]

1. Prices:

The prices should be fixed and firm till execution of entire order.

2. Packing and Forwarding

All the materials should be strongly and securely packed in minimum cubic space in such a manner so as to prevent damage /pilferage during transit from point shipment to destination. Material parts wherever necessary should be slushed to prevent rust in transit. Loss/damage arising from insufficient & improper packing should be borne by the supplier. Each packing should be clearly marked & numbered upon four sides of the top thereof. Each packing should contain its own copies of delivery challan /invoice and packing list. Packing & Forwarding charges should be included in your offer.

3. Excise duty

Central Excise duty is not applicable the issue against the issue of Excise duty Exemption Certificate issued by WIPS Goa/GSL. However, if the same is not acceptable to the Excise Authorities than Central Excise Duty as applicable at the time of supply will be paid extra at actuals against documentary proof. Present rate if Excise Duty is to be indicated in Firm's offer. Variation in Excise Duty rate will be applicable only up to contractual delivery date.

4. Central Sales Tax/Local Sales Tax

Central Sales Tax/Local Sales Tax as applicable will be paid extra at actuals against the issue of Central Sales Tax declaration Form 'C'. Form XI . Please indicate the percentage of CSST/ST applicable. Also indicate your CST Registration No./Sales Tax Registration No. Variation in Sales Tax will be applicable only up to the contractual delivery date.

5. Central Duty on Imported Items.

Custom Duty Exemption Certificate for the components if required will be provided by Goa Shipyard and hence Customs Duty will not be applicable. List of imported components along with breakup cost should be submitted along with your offer.

6. Mode of Dispatch/Freight

The equipment /item should be dispatched by road through GSL authorized transporters as indicated in GSL. Purchase Order on door delivery basis. The Freight charges are to be included in the quoted prices.

7. Insurance

The transit insurance of the consignment should be arranged by the firm covering all transit risks up to the destination. The insurance charges are to be included in the quoted prices.

8. Inspection & Inspection Certificates

The equipment /materials will be inspected, approved & certified at various stages of manufacture, by an authorized rep. of the inspection authorities, as mentioned in GSL Enquiry/Order. All facilities required for carrying out the inspection & test should be provided by the firm without any extra cost to GSL.

4 copies of manufacturers Production & test certificates and inspection certificates issued by the inspection authority should be supplied along with the material shop test data, calibration certificates, type approval certificate to be provided with supply wherever applicable.

Receipt inspection will be carried out by SL & owner's Representative on receipt of the material at GSL yard. In case of rejection if any, the same to be rectified/replaced by firm at their cost.

9. Inspection charges

Inspection charges if any, to be included in the quoted price.

10. Drawings & Manuals

4 sets of drawing need to be submitted for GSL approval within 4 weeks from the date of receipt of purchase order in case of revision /comments drawings should be submitted again for approval before commencing manufacturing. One set of velograph with six prints of each drawings need to be supplied along with the equipment. In addition six sets of Operation, Maintenance manuals & Comprehensive part list/part identification list are to be supplied wherever applicable.

11. Payments

100% payment with taxes and duties will be made within 30 days of receipt & acceptance material at GSL stores along with inspectors' certificate & on submission of Performance Guarantee for 10% of the order value till the guarantee period.

12. Cancellation of Order

In the event the progress in respect of preparation & submission of drawings or manufacturing equipment is found to be unsatisfactory. GSL reserves the right to cancel the order without financial implication to GSL.

13. Penalty

In case if the firm fails to deliver the materials as per the stipulated period a penalty of 1% per week of delay will be leviable subject to maximum of 10% of the value of order.

14. Risk Purchase

In case if the firm fails to deliver the material as per the stipulated delivery GSL shall be entitled to cancel the order at GSL option and procure the material from all sources. Difference in cost if any, will be recovered from the firm.

15. Guarantee

The firm will take the full responsibility for the satisfactory performance of the equipments a minimum period of 12 months from the date of commissioning of each ship or 36 months from the date of receipt of each equipment in our yard which ever is earlier. During this period faulty material and defective design and the same will be rectified .replaced part or what ever free of cost at GSL. For defects rectified during the guarantee period, the guarantee period will be further extended by another 6 months for the repaired /replaced items only. The warranty is subject to proper storage, handling and usage of the equipment. Defects, damage and short landings reported during the receipt inspection at GSL and during the guarantee period shall be attended within 2 weeks from the date of intimation.

16. Installation & Commissioning Assistance

The firm will arrange Service Engineers for technical supervision during installation setting of work, commissioning at GSL & trials including HATS & SATS as and when required by GSL. The charges for the same to be included in the quoted prices.

17. Bar Chart

In order to monitor the progress of the manufacturing of the equipments /item, the firms should submit the Bar chart indicating major activities on cardinal events and major milestones along with complete details of their subcontracted items within 4 weeks

18. Preservation

The equipment should be supplied duty preserved suitable for 24 months storage from the date of receipt inspection cost of preservation is to be included in the quoted prices. Preservation and de-preservation procedure should be included in firm's manual.

19. Force Majeure

The firm will not under any circumstances be liable for any delay or default arising from 'Force Majeure' such as caused by an accidental fire not caused due to neglect and / or default, flood, war, Act of God, civil or military commotion, strike or lockout, at THEIR WORKS, Acts of Government of India, provided notice on occurrence of any such events is immediately intimated to GSL in writing within maximum period of fifteen days of such occurrence to the entire satisfaction of GSL. Strikes/lockout at works of sub-contractors of the Firm will not be considered as Force Majeure.

20. Secrecy

Firm shall not divulge any information about our drawings, documents, specifications etc. concerning this enquiry/order to any other party.

21. Training

Firm will be required to provide training with respect to operation, testing maintenance & repairs or the equipment to GSL and owners team at their works or on boards as may be considered necessary. Training will also include Classroom instruction if any. Training to be provided free of cost.

22. Arbitration

In the event of any question, dispute or differences arising under this Agreement or in connection there with the same shall be referred to the sole arbitration of the Chairman & Managing Director of GSL or if his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted with the functions of Chairman & Managing Director of GSL Vasco by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the Chairman & Managing Director or the said officer is unable or unwilling to act as such to sole arbitration, some other person appointed by the Chairman & managing Director or the said officer. There will be no objection to any such appointment that the arbitrator to any such appointment that the arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in that course of his duties as a Government servant that he has expressed views on all or any such of the matters in dispute or indifference. The award of the arbitrator shall be final and binding on the parties. It is the terms of the agreement that in event of such arbitrator to whom the matter is referred, being transferred or vacating his office or being unable to act for any reason whatever, the said officer shall appoint another person to act as arbitrator in accordance with the terms of the agreement and the person as appointed shall be entitled to proceed with reference from the stage of which it was left out by his predecessor.

23. Jurisdiction

In the event of any dispute same will be subject to jurisdiction of Vasco-da-Gama, Goa, INDIA.

24. Individuality of Contract

In the event of an order, the same shall be treated as an individual contract, and shall not allow any general lien to the firm and shall not get prejudice in extension due to any situation arising out of some other contract that the firm may have with GSL.

25. Base & depot Spares

Quotation in quadruplicate for maker's recommended Base & Depot Spares for 5 years maintenance valid for 180 days should be supplied along with one set of CPL/PIL within 4 weeks of placement or order the equipment.

26. Product Support

Firm will provide lifetime product support by way of spares, components and services when required by GSL or owners of the ship.

27. Validity

Firm's offer should be valid for minimum 90 days from the date of enquiry.

28. Deviations

In case the firm is unable to meet the requirements of the specification due to their design of the equipment or due to non availability of some items indigenously or due to some other technical reasons these deviations should be listed separately in quotation with detailed justification there or for GSL's approval failing which it will be presumed that the firm would meet all the requirements specified in our Enquiry and its Annexure & Drawings.

29. Order Acknowledgement

In the event of an order acknowledgement and acceptance of the order including all terms & conditions on the GSL prescribed format is to be submitted by the firm.

30. Pending Order with the Firm other shipyards

Firm is required to submit the details of the pending orders from the shipyards. The complete details should include:-

- i. Name of Customer
- ii. Purchase Order number & date
- iii. Original contractual date of delivery
- iv. Extended date of delivery actual supplies made, reasons of delay and tendency, if any
- v. E.D.C. (expected date of Completion) etc.

31. Modifications to the equipment Seatings :

"In case of any changes between the binding drawings submitted by you and the equipment and if it requires modifications to the seatings will be charged to you. Hence you are to ensure that there is no difference between the binding drawings and the equipment".

32. "Price Negotiations may not be carried out with the parties and that the contract is likely to be awarded to the lowest tenderer, if the offer is technically acceptable and the prices are found to be reasonable".

33. Statutory Regulations :

In case of any work required to be carried out inside our premises, in connection with the order placed by us, the supplier shall have to COMPLY with all statutory Rules & Regulations such as ESI, PF Act, Family Pension Scheme Etc.

34. General:

The rates must confirm to the units indicated on the inquiry. The quotation should be submitted in a sealed cover prescribed with the GSL Enquiry reference number & closing date.

WHILE FORWARDING YOUR QUOTATION FOLLOWING MAY PLEASE BE NOTED:

1. Please acknowledge receipt of enquiry (Immediately on receipt) by fax to (0832) 512148 / 513260 / 513870 and intimate whether you would be quoting or not. Quotation may be sent thereafter.
2. All quotations to be sent in sealed envelopes only-unless asked otherwise
3. Quotations to be sealed and sent through Courier / Mail clearly super scribing envelope with - Enquiry No. & Date and Due Date of opening.
4. All processing Bank charges will be to your account. GSL will not bear any Bank charges. You may therefore, quote accordingly.
5. "C" Forms, wherever applicable, will be issued only once against each order and on completion of supplies.