

Date: 16.08.2013

Dear Sir (S),

Please find enclosed Tender document for supply of Welding Machinery, Machine Tools and Material Handling Equipment on hire basis for elevated corridor fabrication project at our works in Kalyani, as per following details:

<b>TENDER DETAILS:</b>	
Tender Type	Press and Website tender in two-part bid
Tender Ref. No.	ENG/MSD/SG/ELEVATED CORRIDOR/MACHINE HIRING/196
Tender Description	Invitation of quotation for machine hiring on monthly rent basis
Cost Of Tender (Rs.)	Rs 500/- only
EMD (Rs.)	As stated in clause 9 of Special Conditions of Contract
Tender Date	16.08.2013
Last date & time of Submission of Tender	26.08.2013, upto 3:00 pm (IST)
Tender Opening Date & Time (Techno Commercial Part)	26.08.2013, at 4:00 pm (IST)
<b>CONTACT PERSON:</b>	
Name	Mr. Shankar Ghosh
Designation	Deputy General Manager-Materials (Engineering Division)
Submission Address	ANDREW YULE & CO LIMITED, "Yule House" 8, Dr. Rajendra Prasad Sarani
City	Kolkata-700 001
Email	<a href="mailto:yule_2182@yahoo.co.in">yule_2182@yahoo.co.in</a>
Phone	(033) 2242-2810
Fax	(033) 2242-2525
<b>CORRIGENDUM:</b>	NA
<b>DOCUMENTS ENCLOSED</b>	
Notice Inviting Tender	1 Page
Instruction to Bidders	Annexure – I , 4 Pages
Special Conditions of Contract	Annexure – II , 4 Pages
Bill of Quantity/ Technical Specification / Scope of Work	Annexure – III , 1 Page
General Terms and Conditions of Contract	Annexure – IV, 6 Pages
Format for Price Bid (Part-II)	Annexure – V , 5 Pages
Bidders Profile format	Annexure – VI , 2 Pages

Yours faithfully,

For ANDREW YULE & COMPANY LIMITED

## I. NOTICE INVITING TENDER

ANDREW YULE & CO LIMITED  
[ENGINEERING DIVISION]

Sealed tenders under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited for hiring Welding Machinery, Machine Tools and Material Handling Equipment on monthly rent basis for fabrication work of four lane elevated corridor project at our Kalyani works. The hiring period is 6(six) months and machineries are to be supplied to our Kalyani Works. The period may go up to further additional 2 (two) months depending on the successful completion of the first phase, and the additional period, if awarded, is to be completed at the same rate and other terms. Other Technical Details is available in Bid Document.

Sl. No.	Tender no. and Item description	Tender Fee (Rs)	EMD (Rs.)	Tender closing Date & time	Techno-Coml. Bid Opening date & time
1	ENG/MSD/SG/ELEVATED CORRIDOR/MACHINE HIRING/196 dated 16.08.2013  Hiring of Welding Machinery, Machine Tools and Material Handling Equipment on monthly rent basis for fabrication work, to be done at our Kalyani Works, Nadia, West Bengal- 741235	500/- only	As stated in clause 9 of Special Conditions of Contract	26.08.2013 upto 3:00 pm (IST)	26.08.2013 at 4:00 pm (IST)

## **II. INSTRUCTION TO BIDDERS**

**There will be no physical sale of tender documents. It is to be downloaded from AYCL website [www.andrewyule.com](http://www.andrewyule.com) from the date of publication. Amendment in tender, if any, will be uploaded only in website & not be published in newspaper.**

**Tenders will be opened in presence of authorized representatives of bidders, if they present themselves.**

**Each of these instructions must be read carefully and followed strictly. Failure in complying with Tender any of these would render your offer liable to rejection.**

### **1. GUIDELINES FOR SUBMISSION OF BID**

**1.1 Sealed tender, superscribed with NIT No & Date, Due Date of Opening and the Name of the item, is to be submitted by intending bidders, within the due date as mentioned in the NIT.**

**1.1.1 Under TWO BID system, the Techno - Commercial Bid and the Price Bid are to be submitted in two separately sealed covers superscribing in block letters (a) TECHNO-COMMERCIAL BID (Part-I) and (b) PRICE BID (Part-II). These two bids are to be put in a single sealed cover superscribing enquiry reference and the same may be dropped in the 'Tender Box' placed in the Materials Department or sent by Post / Courier as to reach before Bid closing time and date at the above address. The Company will not be responsible for Postal or any other reason for delay in receipt of bid(s).**

**1.1.2 TECHNO-COMMERCIAL BID (PART-I) must contain the following:**

- (a) Earnest Money Deposit.**
- (b) Requisite Tender Fee.**
- (c) List of Commercial deviation, if any.**
- (d) Copy of complete set of NIT Document duly signed, stamped and dated by bidder.**
- (e) Bidder's profile duly filled as requested at Annexure-VI with documentary evidence.**
- (f) List of Customers where similar machines have been supplied on hire.**
- (g) List of machineries available with the tenderer & Proof of ownership for the offered machineries.**
- (h) Income Tax Clearance certificates with appropriate PAN Number and Service Tax Clearance Certificates.**

### **1.1.3 SUBMISSION OF PRICE BID**

**Price bid to be submitted strictly in line with Price bid (Part- II) format as per Annexure- V of the NIT documents.**

**2. The offer should be in sealed envelope and preferable be sent by Registered post/Speed post/Courier. Intending bidders are advised to post their offers well in time so as to reach us before bid due date and time. Offers sent through registered post/ speed post/post /courier / by hand shall not be accepted if presented after the due date and time of submission of bids.**

3. Offers sent thro' E-mail, fax will not be accepted. Envelopes without super scribing the tender reference and due date on the envelope will not be accepted.
4. OFFER MUST BE NEATLY TYPED. Handwritten and illegible offers may not be accepted.
5. (i) If tender enquiry is passed on to another sub-vendor duly authorized by the vendor, to whom enquiry was sent originally, a proper letter of authority should be sent in advance by the party invited to quote. A copy of the same may also be enclosed along with the bid.  
  
(ii) In case of any change in the name of the company / address vis-à-vis what has been indicated in the tender enquiry, bidders are requested to intimate such changes in advance supported by relevant documents failing which the offer may be treated as unsolicited and run the risk of being not opened.
6. The quoted price must be written in both figures and words in capital letters, alterations if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the tenderer with their full signature and rubber stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection and in case of any discrepancy between figures and words, the rates in words shall be considered for the purpose of evaluation.
7. If specified on the tender to submit requisite amount of EMD then offers shall be accompanied with earnest money deposit (EMD) in a separate envelop failing which offers are liable for rejection. EMD to be furnished in the form of Demand Draft drawn in favour of ANDREW YULE & COMPANY LIMITED payable at Kolkata. BG in lieu of EMD as per our format may also be accepted.

EMD may also be adjusted for bidders having outstanding dues / earlier EMD amount submitted / Security deposit etc. of more than the required EMD amount against specific request in writing. MSME units may also be exempted for submission of EMD against specific request in writing and submission of necessary document in support of the same. If reason for non-submission of EMD or adjustment against the outstanding balance for EMD is not mentioned in PART-I of the tender, the tender will be rejected.

Bidders whose turnover is more than Rs: 50 Crores may apply for exemption from furnishing EMD/BG in lieu of EMD by making a specific request in writing and enclosing the necessary document in support of the same.

The earnest money will be forfeited on revocation of tender before the expiry of validity of the tender or on refusal to enter into the contract after the award is made by ANDREW YULE & COMPANY LIMITED to the tenderer within the validity period of offer.

8. The rates quoted shall be monthly rental basis and should be firm & fixed till end of the contract.
9. Offer should be strictly as per the specification / drawings as spelt out in the enquiry. Deviations, if any, shall be clearly spelt out by the tenderer. In case no such deviation is indicated, it shall be taken for granted that the item has been offered strictly as per requirements given in the enquiry.

10. Tenderer should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation, the tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period shall commence from the date of Telex / Fax of Intent / Letter of Intent / Purchase Order, whichever is the first intimation of acceptance of vendor's offer. Final dates of delivery shall be the date of dispatch of materials evidenced by relevant documents. Where pre-despatch inspection is involved, the vendor shall take into account 1 day notice for deputing the inspector. The delivery period shall be inclusive of the time taken for such inspection. For delays beyond contractual delivery period, provisions of ANDREW YULE & COMPANY LIMITED Special / General Purchase Conditions shall apply.
11. ANDREW YULE & COMPANY LIMITED reserves the right to accept or reject any / all offers without assigning any reason thereof to increase / decrease the tendered quantity by  $\pm 25\%$  on the same terms & condition of the tender. The quoted rates, terms and conditions shall apply.
12. In case of non submission, of quotations, tenderer may send a regret letter and return all drawings etc. if any, enclosed with enquiry.
13. Order placed as a result of this enquiry shall be subject to the Purchaser's General Purchase conditions, a copy of which enclosed. Tenderer is requested to confirm acceptance their offer.
14. Payment will be released (as stated in special conditions of contract, clause: 8) based on the monthly certified bill. 5% of each monthly Bill will be deducted as Security Deposit and will be returned within 30 days from the date of successful completion of the entire contract.
15. The prices quoted shall be FOR Site basis. Service Tax, as applicable, would be payable as per rule. Income Tax would be deducted as per rule.
16. The quoted rates must be firm till the complete execution of the contract and must be valid for a period of THREE MONTHS from the date of opening of tenders for placement of order.
17. In case of placement of an order, the EMD amount shall be retained as the Security Deposit and shall be returned after complete supply of the material. EMD will be returned to unsuccessful bidders after finalization of the order, without any interest.
18. The list of customers to whom tenderer had supplied similar equipment in the past along with the purchase order number and date etc and performance certificate, if any, should be furnished.
19. Bidders may note that the due date and time of opening of tenders will be strictly adhered to and accordingly if they wish to present themselves in the tender opening, they should bring necessary authorization letter from the company. However, due to declaration of unexpected holiday or any unforeseen circumstances the tenders are not opened on the date, the same will be opened on the next working day, at same time.
20. Bidders should note that printed terms and conditions shall not be considered for evaluation purposes unless otherwise specifically mentioned in the offer itself.
21. In case any clause is not acceptable to the tenderer, the same should be specifically brought out in the bid with a categorical confirmation that all other clauses are acceptable to the bidder. If no

mention is made in this regard, it shall be presumed that all the clauses mentioned herein above are acceptable to bidder.

22. AYCL do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered, or to defer or stagger the finalization of the sale without assigning any reason there to.
23. Any document/information submitted by the bidder may be made public at appropriate stage, as per the Right to Information Act, 2005.

**IV. SPECIAL CONDITIONS OF CONTRACT**

**1. ACCEPTANCE CRITERION OF BID**

Any bid, in absence of requisite tender fee, EMD and valid documents as mentioned in the Guidelines for submission of BID along with the Techno-commercial Bid shall be rejected.

2. Any bid received after due date and time of opening will not be considered.

3. **QUANTITY:** List of machineries as scheduled in Bill of Quantity.  
Quantity Tolerance:  $\pm 25\%$

The quantity may vary at the time of physical execution.

4. **Eligibility Criteria:** The Firm must have experience of completion of such work during last 5 (five) years & the contractor must furnish the documentary evidence in techno-commercial offer. Proof of ownership of offered machineries is also to be provided by bidder.

5. A bidder is free to quote for any/all machineries.

6. **RATE:** Rate schedule enclosed at annexure-V.

7. **Placement of Order:** The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the sole discretion of AYCL management. AYCL also reserves the absolute right to split up and award the requirement between two or more tenderer. Any dispute, raised by the bidders in this ground shall not be entertained.

**8. TERMS OF PAYMENT:**

I) 95% of agreed rate will be released against the satisfactory performance of the machineries during the preceding month and on certification of AYCL site-in-charge. Invoices shall be raised on monthly basis and to be submitted within 10<sup>th</sup> of the subsequent month. Payment will be released within 15 days from the date of receipt of invoice.

II) 5% of agreed rate will be retained from the monthly invoice towards retention money, which will be released within 30 days after successful completion of the contract. The retention money is liable to be forfeited if the performance of the bidder is not as per the requirement of the contract.

9. **EARNEST MONEY DEPOSIT (EMD) :** The offer should accompany with Earnest Money Deposit in the form of Bank Draft/Pay Order/Banker's Cheque in favour of ANDREW YULE & COMPANY LIMITED payable at Kolkata or in the form of Bank Guarantee from any Scheduled Commercial Bank. Kindly note that this amount shall not bear any interest. Offers without Earnest Money will be rejected outright. Similarly, EMD in any other form will not be accepted. However, MSME units are exempted from payment of EMD against valid documentary proof, which has to be submitted along with Techno-Commercial Bid. Bidders whose turnover is more than Rs: 50 Crores may apply for exemption from furnishing EMD/BG in lieu of EMD by making a specific request in writing and enclosing the necessary document in support of the same.

Details of Earnest Money Deposit/Per Machine offered:

Only for item 1: Rs 2000/-

Only for item 2: Rs 2000/-

Only for item 3: Rs 5000/-

Only for item 4: Rs 20,000/-

Only for item 5: Rs 6,000/-

10. LIQUIDATED DAMAGE FOR DELAYED SUPPLIES: These are vital items related to the completion of the project. Therefore, it is necessary that the deliveries given in the order are strictly adhered to. In the event of materials not delivered to the concerned unit within stipulated delivery period, the supplier shall be liable to a sum equivalent to ½ % per week or part thereof for delay for the shortfall in scheduled delivered quantity by way of L/D subject to maximum of 5% of the value for undelivered quantity.
11. RISK PURCHASE: The supply of above item should be made as per the laid out specification and within stipulated delivery period failing which the Purchaser reserves the right to purchase materials from other sources at supplier's risk and cost in addition to the L/D stipulated in Clause No.10.
12. FIRM AND FIXED PRICE: The price quoted shall remain FIRM & FIXED till completion of the order.
13. DELIVERY SCHEDULE: The machineries shall be supplied within 5 working days from the date of LOI/PO. If bidder is unable to arrange machineries within 5 days from the date of award, AYCL reserves the full right to engage any other bidder to arrange the machineries.
14. CONTRACT PERIOD: The contract period for hiring of machineries shall be initially a period of 6 (six) months from the date of LOI/PO. However, the contract may be extended as per requirement of AYCL for further period of 2(two) months on monthly rent basis which will be informed 7(seven) days before the end of contract/extended contract period at the same rate, terms & conditions.
15. LOG BOOK: On the date of engagement of Machinery, a log book is to be maintained showing hours run / KM run of machinery daily and date of entry & exit of machinery & is to be duly certified by AYCL site-in-charge. Diesel shall be supplied by AYCL as per actual running of machinery duly certified by site-in-charge.
16. WARRANTY: The bidders shall unconditionally guarantee that the machineries supplied:-
  - a) Be in satisfactory condition & free from all defects including defects arising out of improper maintenance.
  - b) Be of highest quality & fit for the purpose they are intended.
17. INSPECTION: The machineries shall be inspected before actual deployment at the site & only suitable machinery in good condition will be accepted.
18. MAINTENANCE: Maintenance work for all supplied machineries is to be borne by you & within 24 hours from the time of notification. In case of major breakdown, alternative machinery is to be provided within 24 hours from the time of communication. Proportionate recovery will be made for the period of breakdown/maintenance of machinery.



19. CLAIMS:

- I) If the machineries are found to be off size & shape different than those contracted and are of specifications lower than those stipulated in this contract, AYCL reserves the right to totally reject the machineries and/or to prefer a claim for compensation for the part of machineries, which is rejected. The bidders shall reimburse to AYCL, the actual expenditure on such machineries by way of cost. The bidder shall be responsible for arranging the rejected machineries to be rectified at his cost, if so desired by AYCL.
- II) The bidder shall also compensate for losses, if any, sustained by AYCL due to defective Machineries supplied.
- III) The bidder shall also compensate for losses on account of shortage in machineries supplied by him i.e. actual quantity deployed against that indicated in P.O.

20. CANCELLATION / TERMINATION: ANDREW YULE & COMPANY LIMITED reserves the right to cancel / terminate in full or part of the ordered quantity during the currency of the contract without assigning any reasons.

21. LABOUR LAWS: The bidder shall follow and implement all labour laws applicable on the date of submission of tender or any amendment during the currency of the contract. Any compensation to labour due to any accident/injury shall be the responsibility of the contractor.

22. The operator/driver deployed on machinery must have a valid driving license. If required, the vendor shall provide night shift operators for the machineries and the hour shall be paid on pro-rata basis.

23. Salary/overtime/DA if any to be paid to machinery operators and helpers shall be on bidders account & no such payment shall be done by AYCL.

24. DE-HIRE: AYCL may de-hire particular machinery/ all machineries by giving a notice of 7 (seven) days.

25. VALIDITY: The offers submitted by the tenderer must be valid for acceptance for 90 days from the date of opening of Techno-Commercial Bids.

26. BIDDER'S PROFILE: Bidders to fill up Bidder's Profile enclosed at Annexure-VI & submit necessary documents as required. Non filling of the vendors profile shall lead to rejection of the bid.

27. QUANTITY VARIATION: ANDREW YULE & COMPANY LIMITED reserves the right to amend the quantity  $\pm 25\%$  on the same terms & condition of the tender.

28. Bidders in their own interest should quote most competitive price without being influenced by any other bidder.

29. Sealed bid may be dropped in the Tender / Bid Box placed in the Materials Department or mailed /Courier/Hand Delivered so as to reach before the Bid opening time and date at the above address.

30. The tenderer should be duly registered, independently established and observe within the quoted rate all Statutory Obligation during execution of the work including Minimum Wages Act, Act covering P.F., E.S.I. and other Statutory benefits under Workmen's Compensation Act, Contract Labour Regulation & Abolition Act 1970 and subsequent amendments and other Acts in force in the State of West Bengal. AYCL will have no responsibility in this regard.
31. The tenderer should ensure that payment to the labourers is made as per Minimum Wages Act applicable for Central Government organisation situated in Area-C.
32. Factory Working Hours :  
Monday to Saturday- 9.00 A.M. To 5.30 P.M  
Sunday - Closed.  
Extra work if required shall be done by the vendor.
33. Only Free accommodation for vendor's workmen would be provided by AYCL, if required.
34. This is a fixed rate contract and no price variation is admissible during the tenure of the contract including extended time, if any granted by AYCL.
35. No idle charges for Labour, Plant, Establishment etc. is tenable under this contract.
36. The workmen provided by the vendor shall strictly abide by all safety standards, specification, practices, rules and regulations of construction work. Any kind of unsafe method of work by the vendor's workmen, which may lead to injury to other workmen, will be viewed seriously and penalty for the same will be levied on the vendor for the same. All safety appliances shall be arranged by the vendor at his own cost.
37. The vendor shall not employ children below the age of 18 as labours directly or indirectly through the petty sub-contractor or sub-contractors employed on the work for the execution of the work.
38. Arbitration & Jurisdiction in case of any dispute: Sl. No 32 & 33 under "General condition of the contract" is to be followed.

## V. BILL OF QUANTITY/ TECHNICAL SPECIFICATION / SCOPE OF WORK

Sl No	Item Description	Qty	Unit
1	Supply of <b>Submerged Arc Welding machine of 1200 amp</b> with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.	7 nos	Per month
2	Supply of <b>Radial Drill Machine of 1200mm/40-50mm</b> with including all tools and tackles and cost of all maintenance, on monthly rent basis.	4 nos	Per month
3	Supply of <b>Hydra Crane of 14 MT capacity</b> with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.	2 nos	Per month
4	Supply of <b>EOT Crane of 80 MT capacity</b> with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.	1 no	Per month
5.	<b>Stud welding machine</b> with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.	1 no	Per month

**VI. GENERAL CONDITIONS OF CONTRACT****1. DEFINITION**

The following terms and expression used herein shall have the meaning as indicated therein:-  
Supplier / Vendors /shall mean the individual firm, Company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assign and successor.

Purchase / Owner shall mean Andrew Yule & Company Limited, a Company incorporated in India under the Companies Act, 1956, having its registered office at YULE HOUSE, 8 DR RAJENDRA PRASAD SARANI, KOLKATA – 700001, and shall include its permitted successors and assigns.

**2. REFERENCE**

The number of this Purchase Order must appear on all correspondence, drawing, invoices, packing and shipping documents and on all documents or papers connected with Purchase Order.

**3. SPECIFICATIONS AND DRAWINGS**

Any information, details etc. called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meanings as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser or his duty authorized representative shall be final and binding.

**4. PRICE BASIS**

Price mentioned in the Purchase Order shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the vendor even though the completion/execution of the order may take longer time than the delivery period specified and accepted in the Purchase Order.

**5. TAXES, LEVIES AND DUTIES**

Sales Tax, Levies and any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser / Owner, unless otherwise mentioned in the Purchase Order.

**6. INSPECTION/CHECKING/TESTING**

All materials/equipment manufactured/supplied by the vendor against the Purchase Order shall be subject to inspection, check and / or test by the Purchaser or his authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of purchaser and/or his authorized representative. Vendor shall notify the Purchaser at least 1 day in advance when the material/equipment is ready for inspection. If upon delivery the material/equipment does not meet the specifications, the

material/equipment shall be rejected and returned to the vendor for repairs/modification etc. In such cases all expenses shall be to the account of the vendor.

Inspection by the purchaser and/or his authorized representative or failure by the purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the vendor of any responsibility or liability under this Purchase Order in respect of such material/equipment not be interpreted in an way to imply acceptance thereof by the owner.

9. TERMS OF PAYMENT

The payment will be made by the Purchaser to the vendor in accordance with the terms and conditions specified in the Purchase Order. All payments shall normally be made from the office of the Purchaser situated at Kolkata.

10. ADDITIONAL/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make additions/alterations/modifications to the quantity ( $\pm 25\%$ ) of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional work is at variance in design, size and specifications and not already covered by the Purchase order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.

11. DELIVERY SCHEDULE

Time is the essence of this Order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Order. Delivery of the materials described shall be deemed to constitute acceptance of this order and Terms and Conditions by the vendor at the price specified.

12. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

12.1 In case of any delay in the execution of the Order beyond the stipulated date of delivery/delivery schedule including any extension permitted in writing, the Owner reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part there of subject to maximum of 5% of the total value of the Order.

12.2 Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

12.3 Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.

13. FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, Natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force/calendar majeure. A notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by the vendor to the owner by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the owner. In the event of such cancellation, the vendor shall refund any amount advanced or paid to the vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

14. CANCELLATION

The owner reserves the right to cancel the Order in the part or in full by giving one week advance notice thereby if

- (a) The customer order on AYCL is cancelled for whatever reason.
- (b) The vendor fails to comply with any of the terms of the Order.
- (c) The vendor becomes bankrupt or goes into liquidation.
- (d) Any Receiver is appointed for the property owned by the vendor.

15. WAIVER

Any waiver by the owner of any breach of the terms and conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

18. COMPLIANCE OF REGULATIONS

The vendor shall warrant that all Goods and /or services covered by this Purchase Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws. Regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, labour agreements, working conditions and technical codes and requirement as applicable from time to time.

The vendor should execute and deliver such documents as may be needed by the purchaser in evidence of compliance. All laws, rules and regulations required to be reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor and the owner shall not be responsible in any manner whatsoever.

19. SUB-LETTING & ASSIGNMENT

The vendor shall not sub-let, transfer or assign any part of this Purchase Order, without the prior written consent of the Purchaser. Such assignments or subletting or transfer shall not relive the vendor from any obligation, duty and responsibility under this Purchase Order. Any assignment, transfer or subletting without the prior written approval of the owner shall be void. The

purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.

20. VENDORS DRAWING & DATE

All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order. The vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by Purchaser. The vendor shall ensure strict compliance to this schedule.

21. INFORMATION PROVIDED BY THE PURCHASER

All Drawings, data and documentation that are given to the vendor by the Purchaser for the execution of the Order shall be the property of the Purchaser and shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the Order to the Purchaser. The vendor shall not disclose any of the information given by the Purchaser to any person, firm, body, corporate and/or authority and shall use all endeavors to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.

23. VENDOR LIABILITY

Vendor hereby accept full responsibility and indemnifies the Purchaser and shall hold the Purchaser harmless from all acts of omissions and commissions on the part of the vendor, his agents, his subcontractors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the Purchaser and also hold him harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Purchase Order.

24. PURCHASER MATERIALS

Unused material or scrap from the "Free Issue Materials" supplied by the Purchaser shall be returned to the Purchaser.

27. MODIFICATION

This order constitutes an entire agreement between the parties hereto. Any modifications to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

28. PERFORMANCE GUARANTEE

The vendor shall ensure that all material/services executed/rendered under this Order shall confirm the Purchasers requirements and specifications. In case the equipment supplied by the vendor do not perform as per the desired level, the purchaser reserves the right to forfeit the Security Deposit amount deducted from the vendor's bills.

31. ACCEPTANCE

The vendor shall return duplicate copy the Purchase Order and the other enclose documents duly signed as a token of acceptance within 7 days from the date of receipt of this Order.

32. ARBITRATION

- (a) In the event of question, dispute or difference whatsoever arising under this contract or in connection herewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator appointed by ANDREW YULE & COMPANY LIMITED for the purpose. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1996 with latest amendments thereof.
- (b) It will be no objection that the Arbitrator is an interested person and/or that he had to deal with the matters to which the contract relates and/or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- (c) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason it will be lawful for ANDREW YULE & COMPANY LIMITED to appoint another Arbitrator in place of the outgoing Arbitrator.
- (d) It is further terms of this agreement that no person other than a person shall act as an Arbitrator and that, if for any reason that is not possible, the matter should not be referred to arbitration at all.
- (e) The Arbitrator may from time to time, with the consent of all parties enlarge the time in making the ward.
- (f) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at KOLKATA or at such other place or places as the Arbitrator may decide.
- (g) Notwithstanding any dispute between the parties supplier shall not be entitled to withhold delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of the contract.
- (I) The arbitrator shall give his speaking or Reasoned award with respect to the disputes referred to him by either of the parties



33. JURISDICTION

The court at Kolkata shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

Vendor's Signature

For and on behalf of  
ANDREW YULE & COMPANY LIMITED LTD

Name & Address

**VII. FORMAT FOR PRICE BID****ANNEXURE-V****PRICE BID (PART-II)**

To  
Dy Gen Manager (Materials)  
Engineering Division  
Andrew Yule & Co. Ltd.

Sub : **Price Bid for Supply of .....**

Ref : Your NIT No. ....**dated**.....

Dear Sir,

I/ We hereby quote all-inclusive Landed Price excluding Service Tax for supply of the following machine/equipment with break up as under against the subject NIT:

Sl no	Item	Quantity (nos)	Rate (Rs) per month per machine	Total Value (Rs)	In words
1	Supply of Submerged Arc Welding machine of 1200 amp with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.				

Thanking you,

Yours Faithfully

Date:

**Full signature of authorized signatory .....**

Place:

Seal of the Company/ Firm.....

**VII. FORMAT FOR PRICE BID****ANNEXURE-V****PRICE BID (PART-II)**

To  
Dy Gen Manager (Materials)  
Engineering Division  
Andrew Yule & Co. Ltd.

Sub : **Price Bid for Supply of .....**

Ref : Your NIT No. ....**dated**.....

Dear Sir,

I/ We hereby quote all-inclusive Landed Price excluding Service Tax for supply of the following machine/equipment with break up as under against the subject NIT:

Sl no	Item	Quantity (nos)	Rate (Rs) per month per machine	Total Value (Rs)	In words
1	Supply of Radial Drill machine of 1200mm/ 40-50 mm with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.				

Thanking you,

Yours Faithfully

Date:

**Full signature of authorized signatory .....**

Place:

Seal of the Company/ Firm.....

**VII. FORMAT FOR PRICE BID****ANNEXURE-V****PRICE BID (PART-II)**

To  
Dy Gen Manager (Materials)  
Engineering Division  
Andrew Yule & Co. Ltd.

Sub : **Price Bid for Supply of .....**

Ref : Your NIT No. ....**dated**.....

Dear Sir,

I/ We hereby quote all-inclusive Landed Price excluding Service Tax for supply of the following machine/equipment with break up as under against the subject NIT:

Sl no	Item	Quantity (nos)	Rate (Rs) per month per machine	Total Value (Rs)	In words
1	Supply of Hydra Crane of capacity 14 MT with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.				

Thanking you,

Yours Faithfully

Date:

**Full signature of authorized signatory .....**

Place:

Seal of the Company/ Firm.....

**VII. FORMAT FOR PRICE BID****ANNEXURE-V****PRICE BID (PART-II)**

To  
Dy Gen Manager (Materials)  
Engineering Division  
Andrew Yule & Co. Ltd.

Sub : **Price Bid for Supply of .....**

Ref : Your NIT No. ....**dated.....**

Dear Sir,

I/ We hereby quote all-inclusive Landed Price excluding Service Tax for supply of the following machine/equipment with break up as under against the subject NIT:

Sl no	Item	Quantity (nos)	Rate (Rs) per month per machine	Total Value (Rs)	In words
1	Supply of EOT crane of 80MT capacity with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.				

Thanking you,

Yours Faithfully

Date:

**Full signature of authorized signatory .....**

Place:

Seal of the Company/ Firm.....

**VII. FORMAT FOR PRICE BID****ANNEXURE-V****PRICE BID (PART-II)**

To  
Dy Gen Manager (Materials)  
Engineering Division  
Andrew Yule & Co. Ltd.

Sub : **Price Bid for Supply of .....**

Ref : Your NIT No. ....dated.....

Dear Sir,

I/ We hereby quote all-inclusive Landed Price excluding Service Tax for supply of the following machine/equipment with break up as under against the subject NIT:

Sl no	Item	Quantity (nos)	Rate (Rs) per month per machine	Total Value (Rs)	In words
1	Supply of Stud Welding machine with operators including all tools and tackles and cost of all maintenance, on monthly rent basis.				

Thanking you,

Yours Faithfully

Date:

**Full signature of authorized signatory .....**

Place:

Seal of the Company/ Firm.....

**VIII. BIDDER'S PROFILE****ANNEXURE-VI****BIDDER'S PROFILE**

(TO BE SUBMITTED IN BIDDER'S OWN LETTER HEAD)

NIT No: ..... dated ..... for supply of .....

No Sl	Description	Bidders Confirmation
1	BID Fee (Rs 500/- only)	Bank DD NO:            DT:
2	EMD ( Rs ...../-)	Bank DD NO:            DT:
3	Name & Address of the Firm with Phone No./ Fax No./ e-mail	
4	Status of the Firm: (Proprietorship/Partnership/ Company)	
5	Documentary Evidence of Status Details of Documents enclosed	
6	Full Name(s) & address(es) of proprietor/ partners/ directors	
7	Name(s) of person(s) authorized to sign documents on behalf of the bidder with specimen signature(s)	
8	Name of Bank & Address RTGS DETAILS	
9	Factory License No (Photocopy to be enclosed) Validity:	
10	MSME registration No (Photocopy to be enclosed) Validity;	
11	NSIC registration No (Photocopy to be enclosed) Validity:	
12	Capacity Assessment Certificate from Appropriate State Govt. Authority	
13	Production Capacity in MT per annum	
14	List of all machinery/equipment held by the company	
14	Address of the factory with phone no./fax no./e-mail and name(s) of contact person(s)	
15	PAN NO (Photocopy to be enclosed)	

16	CST registration No (Photocopy to be enclosed)	
17	VAT registration No (Photocopy to be enclosed)	
18	Service Tax Registration No (Photocopy to be enclosed)	
18	Actual quantity produced in 2 (two) preceding financial years from date of this NIT	
19	Committed Quantity of Supply	Min/Month
		Max/Month
20	<b>Experience:</b> 1. How long you are in the field of manufacturing/ trading	
	2. Please confirm the maximum quantity supplied during a month with documentary evidence.	
21	List of major Industrial customers and qty supplied to them in last 2 years ( <b>Certified copies of Purchase Orders to be enclosed</b> )	
22	<b>Financial criteria:</b> Please submit sales turn over for previous 3 years along with supporting documents	Submitted: Yes/ No
	<b>Please submit Certified audited balance sheet and profit &amp; loss account for above period</b>	Submitted : yes/ no
23	Confidential Solvency Certificate from the Bank through which the vendor operates	Submitted : yes/ no

I/ We hereby declare that the particulars furnished above are true and correct to the best of my/ our knowledge. All the terms & conditions of this Notice Inviting Tender No. .... dated ..... for supply of ..... unconditionally and irrevocably accepted.

Date:.....

Signature of the authorized Signatory of the bidder

Full Name & Designation:  
Seal/ Rubber Stamp of the firm