ANDREW YULE & COMPANY LIMITED
(A Government of India Enterprise)
Engineering Division, Kalyani Works
Plot -16 A & B, Block-D,
Kalyani, Nadia, PIN-741235, WB

CORRIGENDUM - 1

TENDER DOCUMENTS FOR SUPPLY OF DIAPHRAGM SLURRY PUMP (DORR VM-4 TYPE) FOR TATA STEEL, JAMSHEDPUR, JHARKHAND

ANDREW YULE & CO. LTD. invites e-Tender undersigned part system from bona fide and reputed Company/OEM for above mentioned Job. The Item details are available in **Annexure-V** of this tender document.

Tender document may be downloaded from MSTC website: www.mstcecommerce.com/eprochome/aycl. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only. AYCL reserves the right to accept or reject any tender.

Brief Description:-

E-TENDERS ARE INVITED FROM REPUTED COMPANY/OEM FOR SUPPLY OF DIAPHRAGM SLURRY PUMP (DORR VM-4 TYPE) FOR TATA STEEL G-BLAST FURNACE WWTP JAMSHEDPUR, JHARKHAND. THE DETAIL TECHNICAL SPECIFICATION IS MENTIONED IN ANNEXURE-V.

Price quoted should be FOR destination/Site.

Schedule of Tender

1.	**TENDER NO.**	**AYCL/ENGG/MSD/AD/WPC-SPARES/74 Dated: 26.03.2018**
2.	**MODE OF TENDER**	e-Procurement System Online submission of **Techno-Commercial Bid** and **Price Bid** through www.mstcecommerce.com/eprochome/aycl The intending bidders are required to submit their offer electronically through this e-tendering portal. **No physical tender is acceptable by AYCL/MSTC**
3.	**E-Tender No. / Event No.**	**AYCL/ENGINEERING DIVISION/88/17-18/ET/437**
4.	**Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal**	**26.03.2018**
5.	**Date of availability of NIT to the Vendors for downloading**	**26.03..2018**
6.	**Earnest Money Deposit**	**"Earnest Money Deposit"-Rs. 6,000/- (Rupees Six Thousand only)** to be paid by D.D. favoring **Andrew Yule &Co Ltd**, payable at **Kolkata**. Also refer Annexure –VI for EMD waiver clause.
7	**Tender Fee**	**Tender Fee – Rs. 500/- (Five Hundred only)** to be paid by D.D. favoring **Andrew Yule &Co Ltd**, payable at **Kolkata**.
8	**Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl**	**26.03.2018-2.00 PM**
9	**Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl**	**16.04.2018-11.00 PM**
10.	**Date & time of opening of Part I - Techno-Commercial Price Bid**	**16.04.2018- 11.30 PM**
11.	**Date & time of opening of Part II - Price Bid**	**Price for techno-commercially acceptable vendors may be opened on the same day.**

List of Annexure

Important Instructions for E-procurement -	**Annexure-I**
General Information-	**Annexure-II**
Techno commercial terms	**Annexure-III**
General Terms& Conditions	**Annexure-IV**
Technical Specification	**Annexure-V**
Details of Scope of Supply	**Annexure –VI**
ABG &PBG Formats	**Annexure – VII**

Annexure-I

Important Instructions for E-procurement

This is an e-procurement event of ANDREW YULE & COMPANY LTD Ltd.

You are requested to read the Terms & Conditions (Annexure- III, and IV) **of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not qualify in the Tender.**

1. Process of E-tender:

A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should posses Class III signing type Digital Signature Certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT **www.mstcecommerce.com/eprochome/aycl**

1) **Vendors are required to register themselves online with** www.mstcecommerce.com **→ e-Procurement → PSU / Govt. depts. → Register as Vendor under AYCL- Filling up details and creating own user id and password → Submit**.

2) **Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.**

In case of any clarification, please contact MSTC/AYCL (before the scheduled time of the e-Tender).

Contact person (ANDREW YULE & COMPANY LTD):

1. **Mr. Sourav Sengupta**
   Sr. Manager (Project)
   sourav.sengupta@andrewyule.com

Cell : +91 9830853319
Phone : +91(33) 2582 5734; +91(33) 2582 8279
Fax : +91(33) 2582 8581

1. **Mr.SubhankarSaha**
   Engineer – Materials
   subhankar.saha@andrewyule.com
   Cell- 9038645830

Phone : +91(33) 2582 5734; Fax: +91(33) 2582 8279

Contact person (E-Commerce, MSTC Ltd):

1. Mr. ArindamBhattacharjee
Deputy Manager (E-commerce)
MobileNo: 09330102643
Email: arindam@mstcindia.co.in

2) Mr. Sabyasachi Mukherjee
Assistant Manager (E-commerce)
Mobile- 07278030407
Email:smukherjee@mstcindia.co.in

Landline: (033) 22901004

3. MsSumonaMaity
Management Trainee (E-Commerce)
Mobile-09831155225
Email: smaity@mstcindia.co.in

System Requirement:

i) Windows XP-SP3 or above / Windows 7 Operating System

ii) IE-7 or above Internet browser.

iii) Signing & Encryption type digital signature

iv) JRE 7 updates79 software to be downloaded and installed in the system. Security level should be medium

v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. Part-I: Submission of EMD, Tender Fee & Filled up General Information Form (Annexure– II), Eligibility Criteria fulfillment docs.,- in sealed envelope to Manager (Purchase & Logistics), KW, AYCL:

Bidder may request for exemption from submitting EMD (Refer details given in

Sl No 1 of Annexure-IV, General terms & condition).

Tender Fee – Rs. 500/- (Five Hundred only- Non refundable) to be paid by D.D. favouring Andrew Yule &Co Ltd, payable at Kolkata.

Earnest Money as per amount mentioned in Annexure-IV to be paid by DD favouring Andrew Yule & Co. Ltd. Payable at Kolkata

General information, under Annexure-II complete in all respect along with desired document.

In case of failure to submit the EMD within the stipulated time, the Tender may be rejected.

Part-II: Online Bid Submission: After proper submission of EMD and Tender Fee at Andrew Yule & Co, the prospective bidder to submit online Techno commercial and price bid through MSTC portal.

Following documents are to be uploaded at the E-Tender Portal as a credential of the prospective bidder:

3. Present Customer List.
4. Copies of purchase Orders & Performance Certificate from at least three reputed Organizations for having supplied same materials and provided same service during last 4 years. Offers received without copies of performance certificate will/may be rejected.
5. Balance sheets and P&L Account. (2014-2015, 2015-16& 2016-17).

Bidding in e-Tender:

a. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by ANDREW YULE & COMPANY LTD.EMD to be paid along with the Document within the last date as mentioned in SOT.

b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

c. The bidder(s) who have submitted the EMD & Tender Fee to Andrew Yule can submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com→ e-procurement → PSU / Govt depts. → Login under AYCL→ My Menu → Auction Floor Manager → live event → Selection of the live event.

d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid.

e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "**Save**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "**Submit**" button to register their bid.

f. Vendors are instructed to use link in **My Menu** to ***Upload Documents*** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

g. Once documents are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of vendor guide.

h. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

i During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

j. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

k. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can download Technical Comparative statement.

i. Price bid will be opened electronically on specified date and time given in the NIT. Bidder(s) can download Price Comparative statement.

m. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

n All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.

o It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

p Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

q. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

r. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

E-tender cannot be accessed after the due date and time mentioned in NIT.

All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by ANDREW YULE& COMPANY LTD/MSTC LTD. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

ANDREW YULE & COMPANY LTD has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/aycl of MSTC Ltd.

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. to familiarize them with the system before bidding.

Annexure-II

ANDREW YULE & COMPANY LIMITED
Kalyani Works, Engineering Division

General Information

Tender ref.: AYCL/ENGINEERING DIVISION/--------
Ref(This document should be dully filled up and attached along with EMD)

The applicants are required to furnish full information to the queries included in this form. In giving the particulars, the supporting documents/certificates as called for per queries at places, must be tagged with the application for evidencing the information furnished in the application.

1. Name of the firm in full :

2. Address, Telephone No.,
   Fax No. & E-mail :
   a) Address :
   b) Telephone No. :
   c) Fax No. :
   d) E-mail ID :
   e)Name of contact person :

3. Status of the company (Limited / Pvt. Ltd / Proprietary /partnership/ Reg. /Non-Reg. and date of inception:

4. Trade License No.
(Please attach a photo Copy of the license) :

5. GST No.
(Please enclose photocopy of Reg.)

6. Banker's name
   (a) Name of the Bank :

   (b) Name& address of the Branch :

   (c) Account No. :

Note: A copy of Banker's Certificate to be attached.

8. I. T. Permanent Account No.&
assessed up to (latest clearance
Certificate to be attached):

9. Turnover in last three financial
years (Audited Balance Sheet and
P & L Account to be submitted):

10. Name of present customers
(Photocopy of few contracts may
be enclosed):

11. Details of EMD (DD Details) submitted:

12. Details of Tender Fee (DD Details) submitted:

I/we hereby certify that the particulars furnished by me/us above are true to the best of my / our knowledge and belief and mis-representations of facts will render me/us liable to my/our action as may be deemed fit by Andrew Yule & Co. Ltd. (Engineering Division) & have the sole discretion to reject or accept my/our candidature.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;

List of Enclosures:

Annexure-III

TECHNO-COMMERCIAL TERMS
(***To be filled online in MSTC portal***).

SL NO	TERMS & CONDITIONS
1	Delivery period/Lead time: Within 16 weeks from the date of order placement/drawing approval as applicable. Material to be delivered positively at Tata Steel Jsr., G-Blast Furnace DSI. on or before 20.08.2018. If required, vendor may visit site to collect necessary data related to the subject equipment before submission of techno-commercial offer to ensure supply of the item exactly as per need so as to ensure 100% interchangeability & usability.
2	GST-: Pls. mention with registration No.
3	Negotiated L1 price may be offered to other bidders whose price bid was opened. Andrew Yule reserves the right to order the entire Tender quantity on the L1 bidder.
4	Risk purchase clause: The company reserve the right to impose risk purchase clause as " For delay in execution / supply we shall have every right to do the same through some other agency/s which shall deemed fit and the additional cost of the same (Incidental/Consequential) shall be to your account which with respect to our intimation or observation whatsoever. Please confirm acceptance.
5	P&F- INCLUSIVE. FOR price to be quoted.
6	Liquidated damage - If the delivery is delayed beyond the date of scheduled date of execution in the order, penalty will be levied @ 1/2% per week subject to a maximum of 5%. Please confirm acceptance.
7	Legal condition(Arbitration): Any contract entered against this tender will be as per the following legal condition: It is recorded that this purchase order / contract / agreement is executed and concluded by and between the parties hereto at premises Engineering Division, Kalyani Works Plot -16 A & B, Block-D, Kalyani, Nadia, PIN-741235, West Bengal. In the event of any dispute arises out of this agreement between the parties only the appropriate Civil Court in the City of Kolkata shall have the exclusive jurisdiction to entertain, try and determine the said proceedings in exclusion of all other courts. Please confirm acceptance”-.
8	Validity of offer: Your price should be valid for acceptance till completion of complete supply/service, No price escalation will be entertained during that period
9	Price Basis: The price quoted should be FOR at Tata Steel, G-Blast Furnace DSI. Jsr, Jharkhand Site basis and will remain valid, firm & fixed till completion of supply, installation and commissioning of the items. No price variation will be allowed at any circumstances.
10	PAYMENT TERMS: **-a**.100% payment within 30 days from the date of receipt of complete Materials at Site.
11	Guarantee /Warrantee Clause: The workmanship/smooth operation of the plant with respect to supply is to be guaranteed for a period of 18 months from the date of supply. The bidder should stand guarantee for 100% fitment of Diaphragm Pump (Dorr VM-4 type)at G-BF WWTP, Jsr. A guarantee/warranty certificate to that extent will have to be issued by the successful bidder during supply of spares. In case of any fitment, interchangeability& usability issue at site, the vendor has to send his representative to site at his own cost & set right the things to the entire satisfaction of the customer without which the material shall stand rejected as may be advised by the end customer of AYCL.
12	Inspection: Inspection will be done by us/client at your works. Final inspection may be done, if required by us/client at site after receipt of the materials/installation of the item by you. Vendor to submit QAP

	for approval.
13	Codes and Standards: All equipment and materials to be furnished under this specification shall be designed,manufactured and tested in accordance with the latest revisions of the relevant Indian Standard(IS) as applicable. The work shall be done in compliance with the IS Specification.
14	**Force Majeure Clause:** 1. Force Majeure 1.1 Neither vendor nor AYCL shall be liable to the other for any delay or non-performance of its obligations under this **Contract** arising from any cause beyond its reasonable control including in relation to either Party any act of God, governmental act, act of any regulatory authority, supervening illegality, war, fire, flood, explosion, power blackout, break-down of machinery, loss of utility, civil commotion, industrial dispute, manpower unrest acts or omissions of telecommunications or data communications operators or carriers , in relation to vendor (to the extent not directly attributable to vendor's negligence), (a "**Force Majeure Event**").The affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within no later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected Party of its obligations **under this Contract** shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after theForce Majeure Event, either Party may terminate this **Contract** by giving to the other Party seven (7) days' notice in advance. 1.2 On the occurrence of any Force Majeure Event, the affected Party shall use all reasonable efforts (including emergency fixes and workarounds) to perform its obligations **under this Contract** during the period of suspension. Further the affected Party shall perform such part of its obligations pursuant to this Contract as are not affected by the Force Majeure Event. 1.3 The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.
15	**Eligibility Criteria:** The bidder should have successfully supplied/supplying similar spares/equipment for WWTP area either directly/indirectly in Tata Steel during last 7 (seven) yrs. time. The bidder should stand guarantee for 100% fitment of all the spares listed in this enquiry for Diaphragm Pump (DORR VM-4 type) at Tata Steel G-Blast Furnace WWTP. A guarantee/warranty certificate to that extent will have to be issued by the successful bidder during supply of spares.
16	Submission of EMD: **Earnest Money Deposit"-Rs. 6,000/- (Rupees Six Thousand only)** to be paid by D.D. favoring **Andrew Yule & Co Ltd**, payable at **Kolkata**. Also refer Annexure –VI for EMD waiver clause.
17.	**Tender Fee – Rs. 500/- (Five Hundred only)** to be paid by D.D. favoring **Andrew Yule & Co Ltd**, payable at **Kolkata**.

Annexure-IV

GENERAL TERMS AND CONDITIONS

1. EMD: As per Annexure-IV, by way of Demand Draft drawn in favor of M/S ANDREW YULE & CO.LTD Payable at Kolkata to be submitted.

For bidders already enlisted with AYCL- KalyaniWorks, having outstanding amount more than the EMD amount or who have already submitted the EMDagainst our earlier tenders or those who have security deposit with Andrew Yule may apply for adjustment of the same.

Bidders who are MSME units may apply for exemption from furnishing EMD by making a specific request in writing and enclosing the necessary document insupport of the same**.**

Bidders whose turnover is more than Rs: 50 crores may apply forexemption from furnishing EMD by making a specific request in writingand enclosing the 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 Techno-commercial bid of tender, the tender will be rejected.

New vendors are required to submit all credentials for enlistment /competency

2. Bidder should submit copies of purchase orders/Performance Certificate from at least two reputed Organizations for providing/supply of similar items/serviceduring last4 years.Offers received without copies of performance certificate may be rejected.

3. Bidders should enclose copy of last 3 years Balance sheets and P&L Account. (2014-2015, 2015-2016, 2016-17).

4. Bidders should enclose a DD for Rs: 500/- in favor of ANDREW YULE & CO.LTD, Payable at Kolkata towards cost of tender document.

5. THE RIGHTS OF THE COMPANY

The company reserves the right to reject any tenderer based on their past performance

6. The breakup of your quoted rate with respect to supply (including P&F), Freight, Transit Insurance to besubmitted along with Price bid.

Annexure - V

TECHNICAL SPECIFICATION

SL NO.	DESCRIPTION	QTY	UNIT
1	Brief Desc: SPARE; Diaphragm pump for Clarifier, Detailed Desc: Purchase order text: SPARE; Diaphragm pump for Clarifier PLANT NAME : GBFPLANT SECTION : Waste Water Treatment Plant ITEM TYPE : ASSEMBLY, ITEM NAME : Diaphragm pump for Clarifier, OEM/OES: HDO, ITEM PART NO/DRG NO : BY-2-59419 Rev. R1 (dwg. copy not available), SPECIAL FEATURES : Model No - DORR VM4, SPECIAL FEATURES : Diaphragm pump for GBF Thickener , ADDITIONAL UMC DETAIL::Short Description :Diaphragm Pump for Clarifier, Drawing No :BY-2-59419 Rev. R1 (dwg. copy not available), Additional Specification :Diaphragm Pump for Clarifier.Equip. # P 202 B	1	No.
For the above equipment, vendor may visit site to collect detail dimensions, dwgs, size & any other data relevant for manufacturing & supply of the item with proper material grade to ensure 100% interchangeability & usability.			

Annexure-VI

Details of SCOPE OFSUPPLY

A) **Scope of supply**: As per details mentioned in Annexure-V.

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Annexure-VII

ABG FORMAT

From:
Issuing Bank

To:
Andrew Yule & Co. Ltd.
Engineering Division
8, Dr. Rajendra Prasad Sarani
Kolkata, West Bengal
India
PIN: 700001

SUB: BANK GUARANTEE FOR ADVANCE PAYMENT

1	Whereas on the _____ day of _____ M/s _____ a firm having its office at _____ (hereinafter referred to as "The Supplier") entered into an agreement Purchase Order No. K-xx-xx-xxxxx dated xx.xx.20xx (hereinafter referred to as "The Contract") with M/s Andrew Yule & Co. Ltd., A Govt. of India Enterprise, having its registered office at Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata-700001 (herein after referred to as "The Purchaser")
2	And whereas under the terms and conditions of the contract an amount of Rs._____ representing ___% advance payment out of contract value of Rs._____ is to be paid by the purchaser to the supplier.
3	Now we Bank of _____, _____ in consideration of the purchase having agreed to pay to the supplier an advance payment of Rs._____ do hereby agree and undertake to indemnify the purchaser and keep the purchaser indemnified to the extent of a sum not exceeding the said sum of Rs._____ against any damage or loss that may be suffered by the purchaser by reason of non fulfillment of any of the terms and conditions of the contract by the supplier.

4	We Bank of _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from on behalf of Andrew Yule & Co. Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of breach by the said supplier of any of the terms and conditions contained in the said P.O. or by reason of the supplier's failure to perform the said P.O. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs -------
5	We, undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute of our liability of payment there under and the supplier shall have no claim against us for making such payment.
6	And we Bank of _____ hereby further agree that the decision of the said Andrew Yule & Co. Ltd. As to whether the supplier has committed breach of any such terms and conditions of the contract or not an as to the amount of damage or loss assessed by the said Andrew Yule & Co. Ltd. As damage or loss suffered by the purchaser on account of such breach would be final and binding on us.
7	And we Bank of _____ further agree with the purchaser that the purchase shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said P.O. or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating the said P.O. and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effected of relieving us.
8	This guarantee will not be discharged due to the change in the constituting of the bank or the supplier.
9	Our guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within that date all rights of the purchaser shall be forfeited and we shall be relieved discharged from all liabilities there under.

Notwithstanding anything contained herein:

I) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees_____)

II) This Bank Guarantee shall be valid for 6 months from the date of issue.

III) We are liable to pay the Guaranteed amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____

IV) We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us on or before……..… irrespective of whether or not the original guarantee is returned to us.

Witness:

Signature

Designation-with Bank Stamp

PBG FORMAT

BANK GUARANTEE NO._____
AMOUNT _____
VALID UPTO _____

TO
M/S. ANDREW YULE & COMPANY LIMITED,
8, DR. RAJENDRA PRASAD SARANI,
KOLKATA – 700 001

IN CONSIDERATION OF ANDREW YULE & CO. LTD. ENGINEERING DIVISION, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 'YULE HOUSE' 8, DR. RAJENDRA PRASAD SARANI, KOLKATA – 700 001 "THE COMPANY" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESSORS AND ASSIGNS HAVING AGREED TO EXEMPT M/S XXXX, Address XXXX WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESSORS AND ASSIGNS FROM THE DEMAND, UNDER THE TERMS AND CONDITIONS OF THE PURCHASE ORDER NO. XXXX, PLACED BY THE COMPANY ON THE CONTRACTOR FOR SUPPLY OF XXXX, ON PRODUCTION OF A BANK GUARANTEE FOR RS. XX.00 (RUPEES XXX ONLY), WE XXXX, HAVING ITS REGISTERED OFFICE AT XXX AND AMONG OTHERS HAVING A BRANCH OFFICE AT XXX, XXX, HEREINAFTER CALLED "THE SAID BANK" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS, AT THE REQUEST OF THE CONTACTOR, DO HEREBY UNDERTAKE TO PAY TO THE COMPANY AN AMOUNT NOT EXCEEDING RS. XXX AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED OR WORLD BE CAUSED TO OR SUFFERED BY THE COMPANY BY REASON OF ANY BREACH BY THE SAID CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID ORDER.

WE XXX BANK, DO HEREBY UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE TO PAY THE AMOUNT DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY OBJECTION OR DEMUR, MERELY ON A DEMAND FROM THE COMPANY, STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR SUFFERED BY THE COMPANY BY REASON OF BREACH BY THE SAID CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID ORDER OR BY REASON OF THE CONTRACTOR'S FAILURE TO PERFORM THE SAID ORDER, ANY SUCH DEMAND, MADE ON THE BANK, SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE, BUT NOT EXCEEDING RS.XX.00 (RUPEES XXXXX ONLY)

WE XXXX, FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE PERFORMANCE OF THE SAID ORDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF THE COMPANY UNDER OR BY VIRTUE OF THE SAID ORDER, HAVE BEEN FULLY PAID AND ITS CLAIM SATISFIED OR DISCHARGED OR TILL THE COMPANY CERTIFIES THAT THE TERMS AND CONDITIONS OF THE SAID ORDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONTRACTOR AND ACCORDINGLY, DISCHARGES THIS GUARANTEE.

WE THE SAID BANK, FURTHER AGREE WITH THE COMPANY THAT THE COMPANY SHALL HAVE THE FULLEST LIBERTY, WITHOUT OUR CONSENT AND WITHOUT AFFECTING IN ANY MANNER, OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID ORDER OR TO EXTEND TIME OR PERFORMANCE BY THE SAID CONTRACTOR FROM TIME TO TIME.

WE THE SAID BANK, FURTHER AGREES THAT IT SHALL NOT BE NECESSARY FOR THE COMPANY TO PROCEED AGAINST THE CONTRACTOR BEFORE PROCEEDING AGAINST THE BANK AND THE GUARANTEE HEREIN CONTAINED SHALL BE ENFORCEABLE AGAINST THE BANK.

THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE BANK OR CONTRACTOR.

WE, THE SAID BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY WITHOUT THE PREVIOUS CONTENTS OF THE COMPANY IN WRITING.

THE BANK ALSO AGREES THAT THE COMPANY AT ITS OPTION SHALL BE ENTITLED TO ENFORCE THIS GUARANTEE AGAINST THE BANK AS A PRICIPAL DEBTOR, IN THE FIRST INSTANCE WITHOUT PROCEEDING AGAINST THE CONTRACTOR/SUPPLIER AND NOTWITHSTANDING ANY SECURITY OR OTHER GUARANTEE THAT THE COMPANY MAY HAVE IN RELATION TO THE CONTRACTOR'S/SUPPLIER'S LIABILITIES.

FOR THE PURPOSE OF ENFORCING LEGAL RIGHT/REMEDIES IN RESPECT OF THIS GUARANTEE, WE AGREE WITH YOU TAHT KOLKATA HIGH COURT IN THE STTE OF WEST BENGAL SHALL HAVE THE EXCLUSIVE JURISDICTION.

NOTWITHSTANDING ANY THING CONTAINED HEREINBEFORE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO RS. XXX. THIS GUARANTEE WILL EXPIRE XXXX AND UNLESS ANY CLAIM UNDER THIS GUARANTEE IS RECEIVED BY US BY XXX I.E. WITHIN 3 (THREE) MONTHS FROM THE DATE OF EXPIRY OF THE GUARANTEE AT XXXX ALL YOUR RIGHTS UNDER THIS GUARANTEE SHALL BE

FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

DATED XXX, THIS xx.xx.20xx

(STAMP AND SIGNATURE OF ISSUING INSTITUTIOIN)

NAME:

DESIGNATION

BRNACH CODE