ANDREW YULE & COMPANY LIMITED KHOWANG TEA ESTATE General Terms& Conditions Ref. Tender No.: KH/CAPITAL/21-22/05

1. Scope of Work

Supply of Spraying Machines Insecticide & Weedicide on turnkey basis as per the, specification at **Khowang Tea Estate**.

2. Delivery

The entire supply to be completed FOR Garden within 01 month from the date of receipt of the order.

3. <u>Terms of Payment</u>

100 % payment will be made on or after 60 days from the date of receipt of materials at the garden.

4. Liquidated Damage

In the event of failure on the part of the supplier to complete entire work against the order to our full satisfaction within the specified period of completion, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of contract value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of contract value

5. Force Majeure

Any delay or failure in the performance of either party hereto will not constitute default there under or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

6. <u>Risk Purchase</u>

In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks' notice in writing.

7. <u>Guarantee</u>

Written warranty of 12(Twelve) months to be to be given for the entire construction.

- 8. Participants must provide the Dealership certificate. Preference would be given to the parties having experience in working with the Tea industry.
- 9. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.
- 10. Incomplete "Quotation/Offer" is liable to be rejected.

- 11. The offer must be valid for our acceptance for 90 days from the date of E- bidding.
- 12. All materials to be routed through Garden stores only.
- 13. All applicable Taxes will be deducted at source as per statute
- 14. Legal disputes if any will be subjected to Dibrugarh jurisdiction only
- 15. During the work period, the Management/ authorized representative(s) of the Management will have the right of inspection at any time during working hours.

16. Number of Machines:

Insecticide – 250 Nos. Weedicide - 31 Nos.

17. Technical Specification – Spraying Machines.

a) <u>SRP/19-Bakpak Weedicide Sprayer (Capacity-13 Ltrs,Size-340/180/530 mm)</u>

Tank – H.D.P.E. Tank Capacity – 13 Ltrs Pressure Vessel – H.D.P.E. Pump barrel – Engg. Plastic with brass sleeve Spray Lance – Brass Piston Type – Ring Type PVC Normal working Pressure – 40 (psi) L x W x H (in mm) – 340 x 180 x 530 Weight (approx) – 6 Kgs.

b) SRP/23-Bakpak Pesticide Sprayer (Capacity-13 Ltrs,Size-340/180/530 mm)

Model: SRP/23 Tank: H.D.P.E. Tank capacity: 13 Ltrs. Pressure vessel: H.D.P.E. Spray Lance: Brass L x W x H (in mm): 340 x 180 x 530 Weight: 6 Kgs. (Approx)