

**ANDREW YULE & COMPANY LIMITED**  
**(A Government of India Enterprise)**  
**KARBALLA TEA ESTATE**  
**Ref. Tender No.: WB/03/2021-22**

**Terms & Conditions**

1. Specification / Item Description :  
SRP/19-Bakpak Weedicide Sprayer(Capacity-13 Ltrs,Size-340/180/530 mm)  
SRP/60-Hi-Tech Sprayer (Capacity-16 Ltrs,Size-370/150/510 mm)
2. Location of Gardens  
Karballa T.E. --- Banarhat Area, Dooars, West Bengal
3. Requirement  
West Bengal Based Gardens  
SRP/19-Bakpak Weedicide Sprayer(Capacity-13 Ltrs,Size-340/180/530 mm) – 75 Nos.  
SRP/60-Hi-Tech Sprayer (Capacity-16 Ltrs,Size-370/150/510 mm) – 60 Nos.
4. Point of Delivery  
The materials are to be delivered to Karballa T.E. on “Door Delivery” basis.
5. Price Variation  
The landed price should remain firm during pendency of the contract.
6. Quantity Variation  
The quantity as indicated may vary to any extent for which the rates should remain firm.
7. Delivery  
100% within 45 Days from receipt of confirmed order.
8. Risk Purchase  
In the event of failure on the part of the supplier to complete the supply within agreed delivery schedule, the purchaser reserve the right to arrange balance material from alternative source at the cost and risk of the supplier.
9. General
  - (a) Decision for awarding of contracts/job is vested with the Garden Managers, so as to reject, Split or fragment.
  - (b) To ensure smooth supply within specified schedule, the total quantity of order for the group may be fragmented among L1/ L2/L3/L4 bidders at L1 rate. However preference towards heigher allocation will be given to the lowest bidder and so on.
10. Quotations will be valid for 3 months.
11. Payment Terms – 60% to be paid within 15 days of delivery after satisfactory receipt of the goods and balance 40% to be paid within 45 days of delivery.
12. Please quote for only those Make and Brand as stated in the LIQ.
13. Supply has to be completed within 45 days of the Order.
14. Replacement of the defective/substandard material/job has to be made good within ...15.... Days.

15. Penalty clause shall be applicable if the job is not completed within the stipulated time in Purchase Order. Penalty will be 1/2% of Project Value for each week of delay from the scheduled date of completion, maximum of 5% of total project value.
16. 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 concurrence 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.
17. All disputes are subject to Jalpaiguri Jurisdiction only.