

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

**TENDER DOCUMENTS FOR PROVIDING SERVICE FOR OVERHAULING, DISMANTLING , ERECTION, TESTING, COMMISSIONING, TRIAL RUN , PG TEST & COMPLETE HAND OVER INCLUDING. ALL ELECTRICAL, MECHANICAL AND C & I WORK FOR KOLAGHAT THERMAL POWER STATION UNIT NO 1 OR 2 (1X210 MW) ESP**

**ANDREW YULE & CO. LTD.** invites e-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from bona fide and reputed Company/ Service provider for above mentioned Job. The details are available in **Annexure-VI** of this tender document.

Tender document may be downloaded from MSTC website:

[www.mstcecommerce.com/eprochome/aycl](http://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/ SERVICE PROVIDING SERVICE FOR OVERHAULING,DISMANTLING, ERRECTION, TESTING, COMMISSIONING, TRIAL RUN , PG TEST INCLUDING. ALL ELECTRICAL, MECHANICAL AND C & I WORK FOR KOLAGHAT THERMAL POWER STATION UNIT NO 1 OR 2 (1X210 MW) ESP. THE DETAIL SPECIFICATION IS MENTIONED IN ANNEXURE-V & VIII.**

Price quoted should be at destination/Site basis.

### Schedule of Tender

1.	<b>TENDER NO.</b>	ENGG/ESP SERVICE/KW/PM/16-17/2 Dated: 23/12/2016
2.	<b>MODE OF TENDER</b>	e-Procurement System Online submission of <b>Part I - Techno-Commercial Bid</b> and <b>Part II - Price Bid</b> through <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a> The intending bidders are required to submit their offer electronically through this e-tendering portal. <b>No physical tender is acceptable by AYCL/MSTC</b>
3.	<b>E-Tender No. / Event No.</b>	<b>AYCL/ENGINEERING DIVISION/9/16-17/ET/188</b>
4.	<b>Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal</b>	<b>23.12.2016</b>
5.	<b>Date of availability of NIT to the Vendors for downloading</b>	<b>23.12.2016</b>
6.	<b>Earnest Money Deposit</b>	<ul style="list-style-type: none"> <li>• <b>“Earnest Money Deposit”</b>- Please refer Annexure-VII EMD to be paid by D.D. favouring <b>Andrew Yule &amp;Co Ltd</b>, payable at <b>Kolkata</b>. Also refer Annexure –VI for EMD waiver clause.</li> </ul>
7	<b>Tender Fee</b>	<ul style="list-style-type: none"> <li>• <b>Tender Fee – Rs. 5,000/- (Five Thousand only))</b> to be paid by D.D. favoring <b>Andrew Yule &amp;Co Ltd</b>, payable at <b>Kolkata</b>.</li> </ul>
8	<b>Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a></b>	<b>23.12.2016 – 5:20 PM</b>
9	<b>Date of closing of Online e-tender for submission of Techno-Commercial Bid &amp; Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a></b>	<b>06.01.2017 – 02:00 PM</b>
10.	<b>Date &amp; time of opening of Part-I (Techno-Commercial Bid)</b>	<b>06.01.2017 – 04:00 PM</b>
11	<b>Date &amp; time of opening of Part-II (Price Bid )</b>	<b>11.01.2017 – 04:00 PM</b>

**List of Annexure**

<b>Important Instructions for E-procurement -</b>	<b>Annexure-I</b>
<b>General Information-</b>	<b>Annexure-II</b>
<b>Techno commercial terms</b>	<b>Annexure-III</b>
<b>General Terms &amp; Conditions</b>	<b>Annexure-IV</b>
<b>Technical Specification</b>	<b>Annexure-V</b>
<b>Details of Job description</b>	<b>Annexure-VI</b>
<b>Details of EMD amount</b>	<b>Annexure-VII</b>
<b>Details of Drawing &amp; Documents</b>	<b>Annexure-VIII</b>
<b>Details of Scope of Supply and Service</b>	<b>Annexure – IX</b>
<b>ABG &amp; PBG Format</b>	<b>Annexure - X</b>
<b>Safety Provisions to be taken</b>	<b>Annexure - XI</b>

### **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 for opening of Price Bid.

**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 possess 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](http://www.mstcecommerce.com/eprochome/aycl)**

- 1) Vendors are required to register themselves online with **[www.mstcecommerce.com](http://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. Pradip Majumder  
Manager (Purchase)  
**[pradip.majumder@andrewyule.com](mailto:pradip.majumder@andrewyule.com)**

Cell : +91 98310 01118

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

Fax : +91(33) 2582 8581

2. Mr. Gourab Banerjee  
Asst. Manager – Materials  
**[gourab.banerjee@andrewyule.com](mailto:gourab.banerjee@andrewyule.com)**  
Cell- 9674037162

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

**Contact person (E-Commerce, MSTC Ltd):**

- |   |   |
|---|---|
| <b>1. Mr. Arindam Bhattacharjee</b><br><b>Deputy. Manager (E-commerce)</b><br><b>Mobile No: 09330102643</b><br><b>Email: arindam@mstcindia.co.in</b><br><b>Landline: (033) 22901004</b> | <b>2) Mr. Sabyasachi Mukherjee</b><br><b>Assistant Manager (E-commerce)</b><br><b>Mobile- 07278030407</b><br><b>Email: smukherjee@mstcindia.co.in</b> |
| <b>3. Ms Sumona Maity</b><br><b>Management Trainee (E-Commerce)</b><br><b>Mobile-09831155225</b><br><b>Email: smaity@mstcindia.co.in</b>  |   |

**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 updates 79 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](http://www.mstcecommerce.com) once)
- 2. Part-I: Submission of EMD, Tender Fee & Filled up General Information Form (Annexure – II) - in sealed envelope to **DGM (Materials), 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. 5,000/- (Five Thousand 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-VII 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 the year 2014-2015/2015-2016. Offers received without copies of performance certificate will/may be rejected.
5. Balance sheets and P&L Account. (2013-2014, 2014-2015 & 2015-16).

**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](http://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 be 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](http://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](http://www.mstcecommerce.com/eprochome/mstc) of MSTC Ltd. to familiarize them with the system before bidding.



**ANDREW YULE & COMPANY LIMITED**

**Kalyani Works, Engineering Division**

**General Information**

**Tender ref.: ENGG/ESP SERVICE/KW/PM/16-17/2 Dated: 23/12/2016**

**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. Service Tax Registration 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.**

7. Sales tax Registration No.

(a) Central :

(b) State / VAT :

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:

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

<b>SL NO</b>	<b>TERMS &amp; CONDITIONS</b>
1	Execution Time: Dismantling , Erection, Construction , Installation ,Overhauling , Commissioning , Trial Run , PG Test within 30 days from Shut down of Plant (This is apart from daily service works like material shifting, storage , cleaning , housekeeping etc ).Price should be fixed & firm upto the completion of the Job, no price variation will be allowed.
2	VAT/CST/ED/ST: Pls. mention with registration No., if any
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	Security posting , Loading , unloading , material storage , shifting of material will be under the scope of contractor.
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 , fixed & firm for acceptance till completion of complete supply/service, No price escalation will be entertained during that period
9	The price quoted should be at Site basis and will remain valid till completion of the project.
10	PAYMENT TERMS: - <b>a.</b> 10% advance against submission of BG (as per our Format to be issued to you) for equivalent amount. <b>b.</b> 75%- against completion of complete dismantling, erection, construction, installation, overhauling, commissioning of items (as per BOQ, technical specification, approved drg , QAP etc ) after 60 days from submission of your bill certified by our client/authorized representative. <b>c.</b> Rest 15%- 60 days after receipt of FAC of the project from our customer.
11	Guarantee /Warrantee Clause: The contractor shall stand guarantee for the quality and fitment of material,

	<p>workmanship of overhauling and repair of equipment(s) for a period of <b>180 days</b> from the date of commissioning of equipment(s) after overhauling.</p> <p>During this period if some equipment(s), which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges to KTPS. In case the contractor fails to respond within a reasonable time, the job will be got done from any other agency and entire expenditure thus incurred will be debited to the contractor.</p>
12	<p>Inspection of the item: Inspection will be done by us/client at site during/after installation of the materials by you. Contractor may submit FQP.</p>
13	<p><b>Force Majeure Clause:</b></p> <p>1. Force Majeure</p> <p>1.1 Neither vendor nor AYCL shall be liable to the other for any delay or non-performance of its obligations under this <b>Contract</b> 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 "<b>Force Majeure Event</b>").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 <b>under this Contract</b> shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after the Force Majeure Event, either Party may terminate this <b>Contract</b> by giving to the other Party seven (7) days' notice in advance.</p> <p>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 <b>under this Contract</b> 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.</p> <p>1.3 The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.</p>
14	<p>The contractor shall be carried out the job at site after taking prior permission from concerned Controlling officer, WBPDCCL within the normal working hours ( i.e 10am to 5.30pm).</p>
15	<p>All services shall be carried out in accordance with the manufacture's standard service recommendation and practice unless otherwise mentioned</p>
16	<p><b>Obligation of the Corporation</b></p>

	<ul style="list-style-type: none"> <li>a) <b>Gate Pass:</b> Before execution of job the Supervisor/Vendor will have to take gate pass for their deployed personnel.</li> <li>b) ) The personnel to be deployed by the agency shall not have any right to claim any employment at any time for any reason whatsoever and shall not have responsibility or liability.</li> <li>c) The contractor is required to obtain a labour license for deployment of personnel from the competent authority of the labour Department, Govt. of W.B. The contractor shall be liable for all payments to their employee for performance of the duty and company, in no events will be liable or responsible for any payment other than the payment stipulated in the contract</li> <li>d) The contractor shall be liable for all payments to their employee for performance of the duty and company, in no events will be liable or responsible for any payment other than the payment stipulated in the contract.</li> <li>e) Communication For communication with the officials' mobile phone to be provided to the duty in charge by the vendor at its cost.</li> <li>f) The vendor will be responsible to undertake adequate insurance cover for their workman, tool &amp; tackles, other accessories and may take third party risk insurance coverage as required all at their own cost &amp; responsibility.</li> <li>g) The vendor will observe and comply, at his own cost, all enactments, rules &amp; regulations, labour and other related rules &amp; provisions, as applicable for WBPDCCL</li> <li>h) The vendor should possess a valid license issued by competent authority for undertaking of such type of job as well as for deployment of personnel, which may be submitted on demand to WBPDCCL/AYCL authority.</li> <li>i) The proper identify card &amp; identical uniform shall be provided to the deployed personnel on duty by the vendor without any extra cost.</li> <li>j) The vendor shall maintain regular attendance register of the deployed personnel.</li> </ul>
17	<p><b>Safety:</b> The vendor shall take all sorts of safety measure while carrying out the Job. Under any circumstances, WBPDCCL/AYCL authority shall not be made responsible for any untoward incident w.r.t. safety precaution at site.</p>
18	<p><b>Tools &amp; Tackles:</b> All necessary/ essential tools &amp; tackles, handling materials etc. shall be provided by the vendor without any extra cost.</p>
19	<p><b>IDLE LABOUR CHARGES</b> No idle labour charges will be admissible in the event of any stoppage caused in the</p>

	work resulting in contractor's labour being rendered idle due to any cause.
20	<b>OVER RUN CHARGES</b> No overrun charges shall be paid in the event of the completion period being extended for any reasons
21	<b>WATCH &amp; WARD</b> The watch and ward of T&P and other material will be the responsibility of the contractor.
22	<b>Penalty:</b> Penalty may be imposed if the performance of vendor is found unsatisfactory under following cases: a) In case of losses incurred due to Poor performance /Job responsibility. The contractor will be held responsible for maintaining of quality of job. Failure of any equipment due to improper erection, installation attract penalty & the contractor will be liable to rectify the same at his own cost. b) In case the job is found discontinued/incomplete within the contractual period, WBPDCL shall have right to award part of full job to any outside agency and the expenditure thereof shall be deducted from your bill. c) Party has to pay the corporation a sum amounting to 5% (five) of the value of such less executed or non-executed work as penalty for such default. The penalty, if any, may be recovered from party bill and/ or security deposit at the discretion of the corporation.
23	<b>Observance of Statutory Compliances:</b> Contractors shall have to ensure all statutory compliances and have to observe, perform and comply with the provisions of (a) The Contract Labour(R&A) Act, 1970 (b) The Payments of Wages Act,1936 (c) The Employees' Provident Fund & Misc. Provision Act'1952 (d) The Payment of Bonus Act,1965 (e) The Minimum Wages Act,1948 (f) The Employees' Compensation Act,1923 and other law of the land as may applicable.
24	<b>Statutory Acts:</b> The work shall be done in compliance with the IS Specification, I.E. Rules, Indian Electricity Acts and other relevant rules, act & regulations now in force with latest amendments, if any.
25	<b>Codes and Standards:</b> The electrical installation shall meet the requirement of Indian Electricity Act, and

	<p>Indian Electricity Rules as amended up-to-date and also the applicable section of the latest revision of the relevant IS Code of Practice.</p>
26	<p><b>Stoppage of Work:</b>  AYCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to war, strike, earthquake, lightning, flood, cyclone etc.  AYCL shall also not responsible for any compensation due to stoppage of work as a reaction from the local public due to any undue action on the part of the contractor causing annoyance to the local public.</p>
27	<p><b>Accident Risk:</b>  AYCL shall not be responsible in connection with any sort of accident which may occur during transportation of materials/equipment, execution of works. Party shall have to provide safety precautionary arrangement for workmen in order to avoid any such incident / accidents.</p>
28	<p><b>Compressed Air, Water and Electricity:</b>  Supply of construction power, compressed air and water (if required), during execution of the work, will be arranged by AYCL at a single point. Contracture shall make your own arrangement to take the same from the source.</p>
29	<p><b>Handling of suits:</b>  All legal suits against any executing contractor arising out due to the fault exclusively on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.</p>
30	<p><b>Settlement of Disputes :</b>  All disputes concerning question of fact arising under the agreed work order shall be decided by the controlling officer. The said controlling officer subject to a written appeal by the awardee consultant to the controlling officer shall decide upon the disputed facts and circumstances. The decision of the controlling officer shall be final and binding on both the parties hereto. Any disputes or differences including those considered as such by only one of the parties here to arising out of or in connection with this agreed work order shall be to the extent possibly settled amicably between the parties hereto.</p>
31	<p><b>Governing Law &amp; Jurisdiction:</b>  This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have</p>

	exclusive jurisdiction in relation to this work order.
32	<p><b>Termination :</b></p> <p>a) If due to force majeure, riots, political disturbances or for any other similar reasons which in the agreed opinion of the Owner and the awardee consultant make it advisable or necessary to cease work under this Contract, this Contract may be terminated at any time by mutual agreement, and in case the parties do not agree then the Contract may, under the said circumstances, be terminated by either party upon giving thirty (30) days' notice in writing to the other. Such termination will be effective in the manner specified in the said notice and will be without prejudice to any claims which the Owner may have against the awardee consultant or the awardee consultant may have against the Owner under this Agreement. Except force majeure, riots, political disturbance or any other similar reasons stated above, the contract between the AYCL and the awardee of the contract shall continue to be in operation till the substitute consultant takes over the remaining assigned portion of the awarded jobs from the awardee of the contract even if thirty (30) days notice period elapses.</p> <p>b) This Agreement can be terminated by either of the parties in the case the other fails to carry out this Agreement according to the true intent thereof or be prevented from fulfilling its obligations due to insolvency or liquidation of the awardee consultant or if either party should fail to observe to perform any of the convenient, conditions, agreements or provisions of this Agreement and on its part to be observed and performed without prejudice to the accrued rights and liabilities of either party.</p> <p>c) The forgoing terms and conditions are to be construed and inferred in conjunction with the relevant provisions of the Indian Contract Act, 1872 and amendments thereto effected from time to time.</p> <p>d) AYCL authority reserves the right to terminate the work order under any circumstance at any time of contract periods if the performance of the party is not satisfactory/party commits a significant breach of the contract or fail to remedy such breach within 30 days of being brought to the attention of the party, without providing any benefit/claim in any form towards compensation.</p>



### **GENERAL TERMS AND CONDITIONS**

1. EMD: As per Annexure-VII, 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- Kalyani Works, having outstanding amount more than the EMD amount or who have already submitted the EMD against 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 in support of the same.

Bidders whose turnover is more than Rs: 50 crores may apply for exemption from furnishing EMD by making a specific request in writing and 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/service during the year 2014-2015/2015-2016. 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. (2013-2014, 2014-2015, 2015-2016).

4. Bidders should enclose a DD for Rs: 5,000 /= 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, service and others to be submitted along with Price bid.**

Annexure - V

## **TECHNICAL SPECIFICATION**

ESP Details		
Sr. No.	Description	Details
1	ESP Size & Type	2P,2C,33GP, 12" X 24' X 36' (4 X 9') Make: M/s Voltas Ltd
2	No. of ESP Pass/unit	2 nos
3	No. Mech field/Pass	8 nos
4	No. of Elec field/Pass	16 (8+8)
5	No. Collecting Electric Row/Field	34/field (total 544 nos.)
6	No. of Emitting Electrode /Row	Total 396/Field out of which 12 nos are hanger wire
7	Width, Height & Thickness of Collecting Electrode	24 ft(high), 9 ft(width)
8	No. Hopper/Mechanical field	16 nos total
9	No. Hopper/Mechanical field	16 nos total
10	No. Of GD Plate Row per funnel	Two Step at ESP I/L

11	No. of Miggi rapper per field	9 no X 16 Field=144 no + 8 nos at GD screen (both pass) = Total 152 nos
12	TR rating	39.6KVA
13	Input Voltage	3 ph 415 V AC
14	Output Voltage	78 KV(peak) DC, 48 KV DC(Mean)
15	Output Current	500 mA(Mean)
16	HV Transformer KVA rating (Make Hind Rectifire)	39.6 KVA ( Type OTHA 48/500 )
17	Control	SCR
18	Controller Type	Analog Electronic Controller(ACE-16)
19	Emitting Rapper	EM Vibrator 96 nos

TECHNICAL DETAILS OF ESP COMPONENTS

Sl. No .	Description of Item	Qty .	Technical Details	Drg	Eligibility Criteria
1	Collecting Electrode / Plates as per attached drawing and available documents	550	24 ft(high) 9 ft (width) , Material Specification as per IS:513, GR-D, Sheet thickness-1.25 mm, Drawing shows 4 Baffles but our requirement is 6 Baffles, so, during estimation you have to consider 6	Attache d.	Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.

			Baffles instead of 4 Baffles given in the drawing. Length and other details shall be as per attached drawing.		
2	Discharge Electrode/Wire (along with counter weight) Assembly as per attached drawing and available documents.	6500	Discharge Electrode made out of 3 mm dia wire conforming to AISI 304, Bright Surface Finish, UTS 63-84 kg/mm <sup>2</sup> complete with Shrouds made of Carbon Steel Seamless Tube, 9.5 mm OD, 3.2 mm ID conforming to DIN 2391-C St. 35 NBK, Round Head Pins, Washers, Split Cotter Pins and Cast Iron Counter Weight conforming to IS 210 Grade 20 as per drawing.	Attached.	Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.
3	Anti-sway Insulator.	128	Porcelain, Withstand to the temperature around 200 deg C and 110 KV, Size: Solid Cylindrical, diameter 38 mm to 40 mm and length-405 lg.	Attached.	Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.
4	Latest microprocessor based controller (Ethernet version) for existing transformer rectifier unit.	16	The Controller should be compatible with the existing controller supplied by Hind Rectifier along with their TR set.		Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.

5	Thick Flim non-inductive, High Power Resistor for existing Transformer Rectifier (TR) unit (HW 250 , 100M ohm +/- 10% for TR set of ESP, Hind Rectifier Ltd make).	16			Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.
6	Perforated Plate for Gas Distribution (GD) Screen 0.5M x 2M x 3 mm for ESP.	200	Perforated sheet material specification IS: 1079, .5 M widthX2 M length X 3 mm Thickness, Holes shall be as per attached drawing	Attache d.	Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.
7	Coil assembly for ESP- MIGI (Magnetic Impulse and Gravity Impact) Rapper.	152	Rapper Coil Assembly, 110V DC with Boot Seal and Clamp		Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.
8	Hanger Wire for discharge electrode frame. N.B: All consumable and hardware items which are not covered above but required to be replaced for successful overhauling and commissioning of ESP are to be supplied by the party without any extra cost.	250	Discharge Electrode, SS 304, 4 mm dia with Shrouds, conforming to AISI 304, Bright Surface Finish, UTS 63-84 kg/mm2 complete with Shrouds made of Carbon Steel Seamless Tube, 9.5 mm OD, 4.5 mm ID conforming to DIN 2391-C St. 35 NBK, as per drawing Round Head Pin, Washers, Split Cotter Pins and 10 mm dia Hook as per drawing.	Drawing attache d	Contractor should have experience of erection/overhauling/commissioning of similar items & Should upload credential against the same against this NIT.

**DETAIL OF JOB DESCRIPTION**

SI No.	Item	Qty(Nos.)
	<b>Service:</b>	
1	<b>Service Job as per scope of services referred in Annexure-IX</b>	1(LS)

**DETAIL OF JOB DESCRIPTION**

SI No.	Item	EMD Amount(Rs)
	<b>Service:</b>	
1	<b>Service Job as per scope of services referred in Annexure-IX</b>	50,000/-

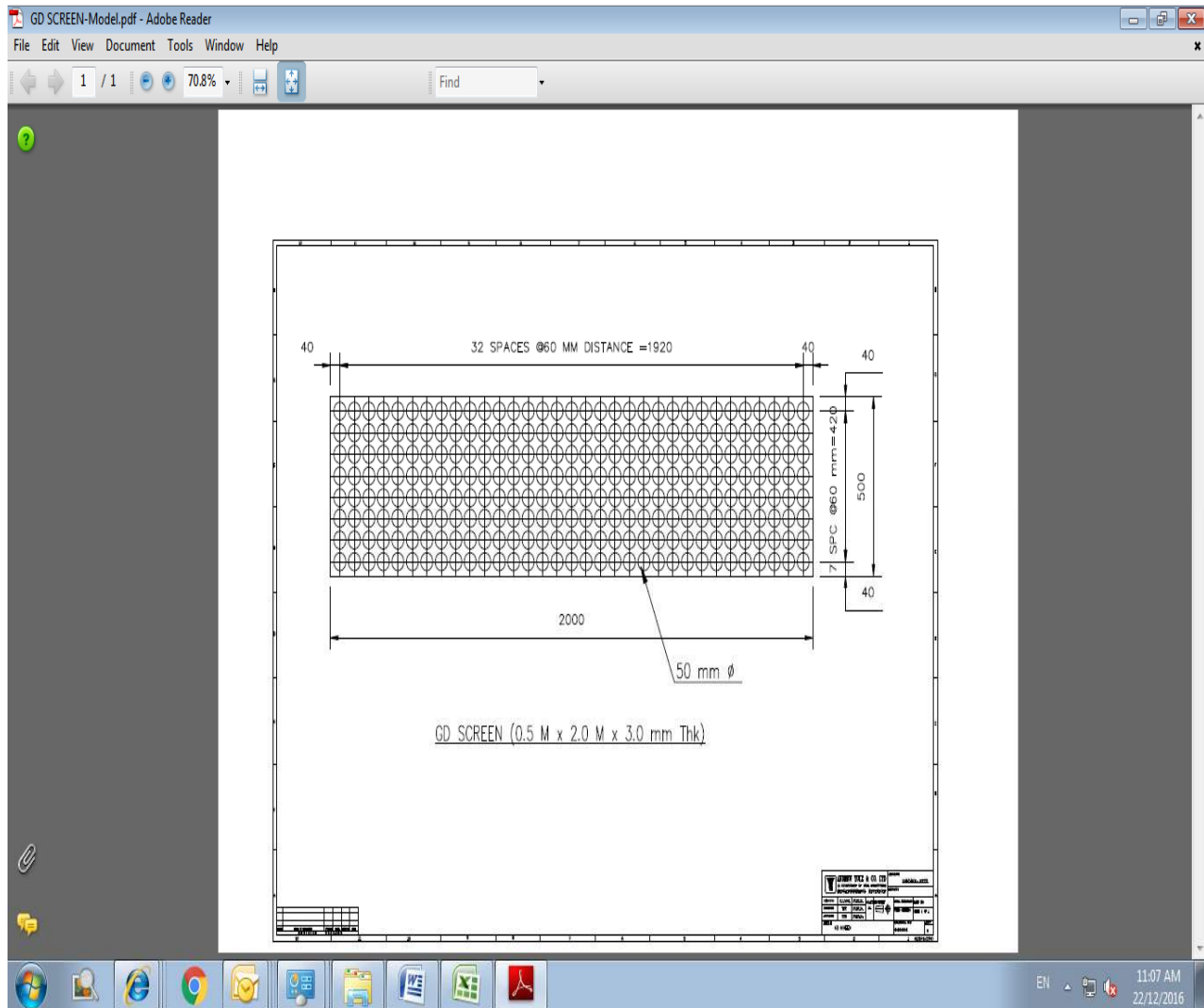
**Details of Drawings/Documents**

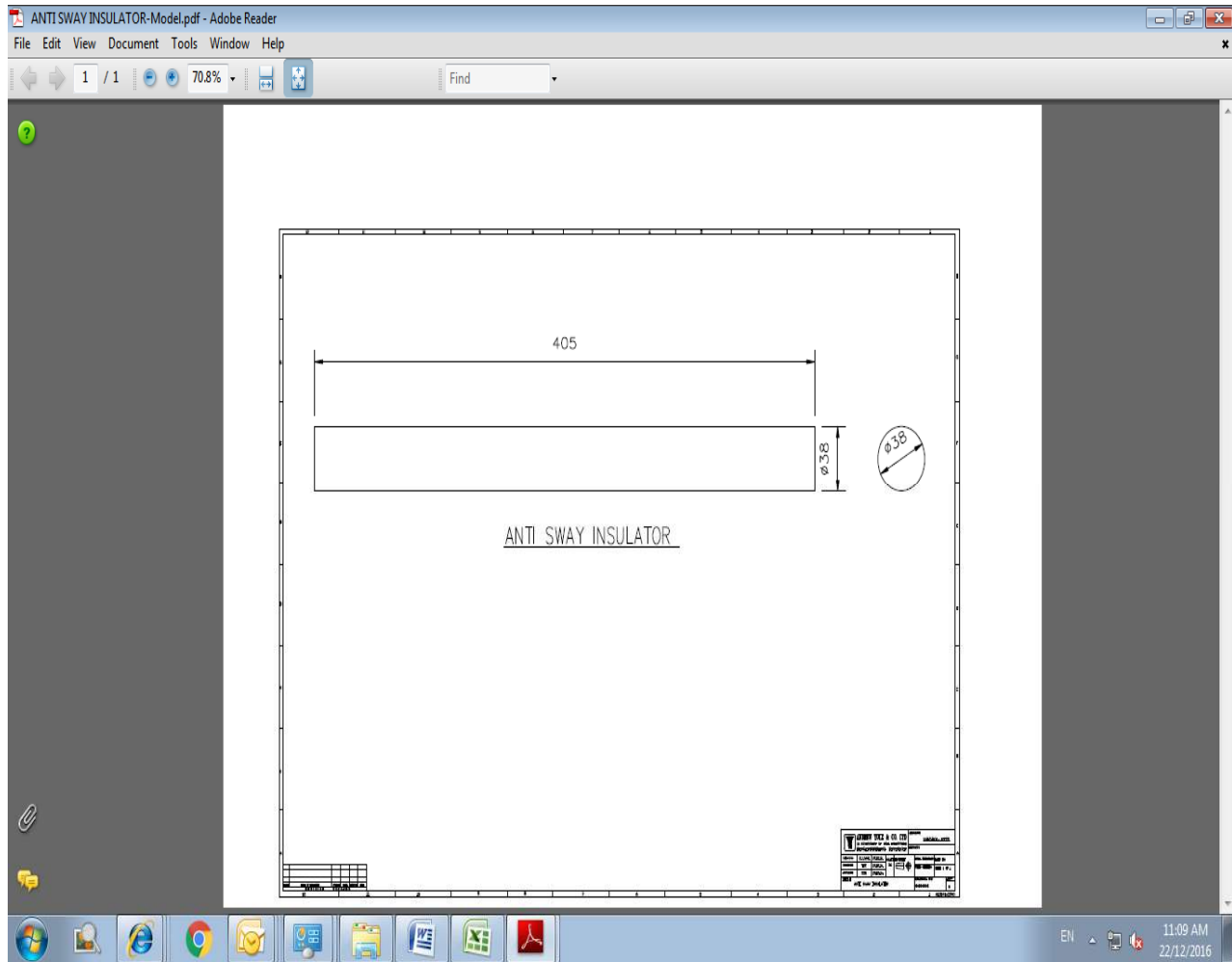
PLEASE REFER FOLLOWING PAGES :











**Scope of Service:**

**OVERHAULING, DISMANTLING , ERRECTION, TESTING, COMMISSIONING, TRIAL RUN , PG TEST & COMPLETE HAND OVER INCLUDING ALL ELECTRICAL, MECHANICAL AND C & I WORK FOR KOLAGHAT THERMAL POWER STATION UNIT NO 1 OR 2 (1X210 MW) ESP of below mentioned items, for complete & details scope refer Part A & Part B also.**

Sl. No.	Description of items	Unit	Qty.
1	Collecting Electrode/Plates as per attached drawing and available documents.	No.	550
2	Discharge Electrode/Wire (along with counter weight) Assembly as per attached drawing and available documents	No	6500
3	Anti-sway Insulator	No.	128
4	Latest microprocessor based controller (Ethernet version) for existing transformer rectifier unit.	No.	16
5	Thick Film non-inductive, High Power Resistor for existing Transformer Rectifier(TR) unit [HW 250 , 100M ohm +/- 10% for TR Set of ESP, Hind Rectifier Ltd. make].	No.	16
6	Perforated Plate for Gas Distribution (GD) Screen 0.5M x 2M x 3MM for ESP.	No.	200
7	Coil assembly for ESP-MIGI (Magnetic Impulse and Gravity Impact) Rapper	No.	152
8	Hanger Wire for discharge electrode frame.	No.	250

**Part A: Major scope:**

- The overall job will be done keeping the same existing casing & structure of the ESP.
- The performance (Efficiency, outlet dust concentration, etc.) of the repaired/modified ESP should be guaranteed.
- Existing Ammonia Dosing System of the unit will remain as it is.

N.B.: All consumable and hardware items which are not covered above but required to be replaced for successful overhauling and commissioning of ESP are to be supplied by the Erector party without any extra cost.

**Part B: Detailed Scope:**

- Removal of thermal insulation for hopper.
- Arrangement of Scaffolding, safety, as per requirement and as per instruction of Controlling Officer.
- Dry and wet ash cleaning of ESP starting from ESP inlet duct funnel to ESP outlet duct

funnel, all ESP internals, all hoppers (16nos.) & platform with proper care & take arrangement of cover (tarpaulin) for environment protection at working area i.e. no dust emission.

- iv. Water washing for complete ESP from inside for which the contractor will arrange the nozzle, landing valves, hose pipes etc.
- v. Disposal of ash and shifting to the specified area as per instruction of Controlling Officer
- vi. Inspection of complete ESP internal.
- vii. Dismantling of ESP internal for replacement, overhauling activities.
- viii. Replacement of the spares as per above table.
- ix. Repairing and Overhauling of ESP internal system and mechanism which are beyond the scope of replacement and as per requirement of complete overhauling of ESP.
- x. Removal, replacement, re-fitting & welding jobs of new GD screen.
- xi. Rectification and strengthening of ESP structure as per direction of Controlling Officer and as per requirement.
- xii. Damaged Shaft & support insulator replacement, if required.
- xiii. Servicing of MIGI Rapper system for Collecting Electrodes.
- xiv. Servicing of Electro-Magnetic Vibrator system for Emitting Electrodes.
- xv. Rectification of oil leakage related to transformer rectifier unit and maintenance as per trouble list including oil filtration and oil insulation test as per instruction of Controlling Officer.
- xvi. Cleaning and Painting of all Transformer-Rectifier sets including supply of paint as per instruction of Controlling Officer.
- xvii. Assembly of hoppers partition, thermal insulation & lower support structure etc.
- xviii. Assembly of de-ashing pipe line, airline & etc. misc. tit-bit jobs.
- xix. Rectification of damaged portion of support frame and Leakage points at ESP funnels up to inlet & outlet duct expansion joint, roof, side walls, hoppers.
- xx. Final checking & clearance for GD test & ESP field charging for air load test.
- xxi. Re-commissioning of ESP and rectification of commissioning problem.
- xxii. Housekeeping, material shifting as per instruction of Controlling Officer.
- xxiii. Performance evaluation test after completion of service engaging third party (PCB and WBPDCIL approved).
- xxiv. Posting of security at site on 24x7 basis will be in the scope of contractor.
- xxv. Material storage , loading & unloading , shifting of material will be in the scope of contractor.
- xxvi. Contractor must abide by all the safety measures as depicted in Annexure XI.

**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. <b>K-xx-xx-xxxxx</b> dated <b>xx.xx.20xx</b> (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 <b>Bank of</b> _____, _____ in consideration of the purchase having agreed to pay to the supplier an advance payment of <b>Rs.</b> _____ 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 <b>Rs.</b> _____ 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 <b>Bank of</b> _____ 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 <b>Rs</b> -----
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 <b>Bank of</b> _____ 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 <b>Bank of</b> _____ 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 SUCCESSIONS, ADMINISTRATORS, EXECUTORS AND ASSIGNS, AT THE REQUEST OF THE CONTRACTOR, DO HEREBY UNDERTAKE TO PAY TO THE COMPANY AN AMOUNT NOT EXCEEDING RS. **XXX** AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED OR WOULD 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 INSTITUTION)

NAME:

DESIGNATION

BRNACH CODE

