

ANDREW YULE & COMPANY LIMITED
(A Government of India Enterprise)
Tea Division
8, Dr. Rajendra Prasad Sarani
Kolkata – 700 001

NOTICE INVITING TENDERS

ANDREW YULE & CO. LTD. invites e-Tender under two part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) from bona fide and reputed **Company/Firm** for supply, the details of which are available in Annexure-III “**Scope of Work / Technical Specification**” as specified in this tender document.

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

Schedule of Tender

1.	TENDER NO.	TED/Carriage Tea/2016-17 Dated. : 12.02.2016
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - 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/TEA DIVISION/19/15-16/ET/26
4.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	12/02/2016
5.	Date of availability of NIT to the Vendors for downloading	12/02/2016
6.	Earnest Money and other document	• “Earnest Money Deposit” of Rs.100000.00 (Rupees One Lac only) may be paid by Cheque/D.D. favouring Andrew Yule & Co Ltd., payable at Kolkata. • Other document as described in Annexure – I, Sl. No. 2

7.	Last date of submission of EMD & other documents to AYCL Ltd.	29/02/2016
8.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl	To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.
9.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.
11.	Date & time of opening of Part-II (Price Bid)	To be intimated to the eligible vendor separately by email as well as through Corrigendum in the website.

List of Annexure

Important Instructions for E-procurement -

Annexure-I

General Information-

Annexure-II

Scope of Work / Technical Specification/ General Terms& Conditions

Annexure-III

ANDREW YULE & COMPANY LIMITED
Tea Division
Ref. E-Tender No.: AYCL/TEA DIVISION/19/15-16/ET/26
Ref. Tender No.: TED/Carriage Tea/2016-17

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

You are requested to read the **Terms & Conditions** (Annexure- II,III) 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 ONLINE 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 for Techno Commercial clarification(ANDREW YULE & COMPANY LTD):

1. Mr. Chandan Bose
Manager (Mktg.)
Mobile No: 9836410222
Email: chandankumar.bose@andrewyule.com

Contact person (E-Commerce, MSTC Ltd):

- | | |
|---|---|
| 1. Mr. Arindam Bhattacharjee
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 |
| 3. Ms Sumona Maity
Management Trainee (E-Commerce)
Mobile-09831155225
Email: smaity@mstcindia.co.in
Landline: (033) 22901004 | |

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 update 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 once)

2. Part-I: Submission of EMD & other Documents:

Within specified Date & time the vendor must submit the following documents to DGM(Materials) Tea Division, Andrew Yule & Co. Ltd., 8 Dr. Rajendra Prasad Sarani, Kolkata – 700001. Off-line.

- Earnest Money of Rs.100000.00 (Rupees One Lac only) by Cheque/DD favouring Andrew Yule & Co. Ltd. Payable at Kolkata
- General information, under Annexure-II complete in all respect along with desired information and document.
- Acceptance of Scope of Work/Technical Specification, under Annexure-III alongwith relevant information and documents without Price Sheet.

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

Part-II: Online Bid submission: On the basis of submission of EMD and other Documents at Andrew Yule & co , the list of vendors who will participate in online Techno commercial and price bid submission will be finalized .Only those qualified bidders will be eligible to submit Online Techno-commercial and price bid.

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 with in 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 and documents to Andrew Yule will be short listed by Andre Yule and those qualified bidders can only 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 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.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can download Technical Comparative statement.
- j. Price bid will be opened electronically on specified date and time given in the NIT. Bidder(s) can download Price Comparative statement.
- k. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- l. 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**.
- m. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- n. 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.
- o. 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.
- p. 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.

ANDREW YULE & COMPANY LIMITED
Tea Division
General Information
Ref. E-Tender No.: AYCL/TEA DIVISION/19/15-16/ET/26
Ref. Tender No.: TED/Carriage Tea/2016-17

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. :
Address

Telephone No.

Fax No.

E-mail ID

3. Status of the organization :

4. Trade Licence No.
**(Please attach a photo
copy of the licence):**

5. Banker's name
(a) Name of the Bank :
(b) Name of the Branch :
(c) Address of the Branch :

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

6. Sales tax Registration No.
(a) Central :
(b) State / VAT :
(Please attach photo copies of Registration Certificate)

7. **Whether Registered :**
as a Micro/Small Enterprises, if yes,
a copy of the certificate to be submitted.

8. Please indicate details of
your experience particularly :
in respect of Carriage of Tea / Stores
in Tea Industry along with supporting
documents
(only last two years orders to
be mentioned)

9. Strength of Fleet :

- a) Own Lorries
- b) Haired Lorries
- c) Container Lorries

10. Whether IBA approve :
(if yes certificate to be furnished)

11. Please indicate with Address & Contract No. :
Whether you have any Branch/Agent's
Office / Godown at the following locations

(Enclose separate Annexure)

- a. Banarhat - West Bengal
- b. Siliguri - West Bengal
- c. Jalpaiguri - West Bengal
- d. Dibrugarh - Assam
- e. Naharkatia - Assam
- f. Jorhat - Assam
- g. Golaghat - Assam
- h. Moranhat - Assam
- i. Calcutta -

**Annexure to be
attached herewith**

Note : TENDER/QUOTATION will not be accepted without copy of order from reputed Tea Companies evidencing as a Transporter in a particular year (last two years).

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. (Tea Division) & have the sole discretion to reject or accept my/our candidature.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;

List of Enclosures :

ANDREW YULE & COMPANY LIMITED
Tea Division
Terms & Conditions
Ref. E-Tender No.: AYCL/TEA DIVISION/19/15-16/ET/26
Ref. Tender No.: TED/Carriage Tea/2016-17

A) CARRIAGE OF TEAS:

- A.1** The Carrier will be paid an all inclusive freight rate for the carriage of teas in Bulk Form throughout the contractual period i.e. till end March, 2017.

You will not be entitled to any other extra charges save otherwise provided herein. Payment will be effected by us after 30 days from the date of receipt of bill alongwith relevant documents as details clause A.20 of the contract.

A.2 PALCEMENT OF LORRIES:

The Transporter shall place Lorries within **Twenty Four Hours** from the time of receipt of requisition. In the event of Transporter not placing the Lorries within the stipulated time and if AYCL is forced to place Lorries from other transporter with higher rate on such occasions, the difference in rates will be deducted from transporter's bills.

A.3 DELIVERY TIME :

You will be entitled to an incentive of 1 paise per kg/per day for delivering teas in advance of the stipulated time indicated below :

	From 1 st Jan. to 15 th June & Nov./Dec.	15 th June to end October
Assam Estates to Guwahati	2 days	2 days
Assam Estates to Dooars Estates	5 days	5 days
Assam Estates to Kolkata	7 days	8 days
Dooars Estates to Kolkata	4 days	5 days
Dooars Estates to Siliguri	1 day	1 day
Guwahati to Kolkata	5 days	6 days
Siliguri to Kolkata	4 days	4 days

Penalty will be levied as per details below for delay herein above. However, no penalty will be levied for delayed delivery upto 5 tons gross weight provided these are delivered within 4 days for Assam Gardens over and above the Maximum Transit Time mentioned herein above.

PENALTY CALCULATION

Descriptions	From 1st Jan. to 15th June & Nov./ Dec. (after expiry of Transit Time)	15th June to end October (after expiry of Transit Time)
One Paise per Kg. / Per Day in case of Siliguri/Dooars	Upto 10 days	Upto 12 days
Two Paise per Kg. / Per Day in case of Siliguri/Dooars	After 10 days till date of delivery	After 12 days till date of delivery
One Paise per Kg. / Per Day in case of Assam	Upto 15 days	Upto 17 days
Two Paise per Kg. / Per Day in case of Siliguri/Dooars	After 15 days till date of delivery	After 17 days till date of delivery

The delivery period detailed above includes the date of taking delivery of teas from the Gardens. For calculating the time taken to transport and delivery teas to the Warehouses/Godown only the date of taking delivery from the Garden and not the date of delivering to the Warehouse/Godown will be taken into consideration. However, Sunday/National Holiday shall be excluded while calculating the no. of days taken to transport & deliver the teas in case at the destination if warehouse will closed that particular Sunday/National Holiday.

- A.4.** Carriers are authorized to raise freight bills on full lorry load basis provided that the Gross Weight delivered by the Garden is more than 14 M Ton but less than 16 M Ton. To substantiate that teas dispatched is less than 16 M.Ton, as above, the carriers are required to submit a Certificate or an endorsement on the copy of the Consignment Note from the Manager or Factory Assistant of the Estate in this regard and enclose the same along with the freight bills. They may also raise supplementary bills along with a statement giving details of dispatches which will be cleared for payment only after receipt of approval from the Manager of the Estate.
- A.5.** Penalties for delays in delivering beyond the above mentioned transit schedule may be waived by the Head of the Division at his discretion against specific request if it can be established by the carrier that such delays have occurred due to natural calamities or Act of God or due to reasons beyond the control of the carrier.
- A.6** To eliminate transshipment and storage at up-country points, the carrier should try and ensure that the Lorries placed at Estates for carrying Teas possess an inter-state permit. Although transshipment should be avoided as far as practicable, the carriers may transship to Guwahati for Kolkata bound teas for effecting faster movement.
- A.7** Consignment Notes must be issued by the transporters through a responsible representative at the point of loading, separately for different destination and must bear the mark "Teas carried at Carriers Risk". Any consignment dispatched by the Carrier under "Owner's Risk" either willfully or by mistake shall be construed to have been dispatched under "Carriers Risk" and no subsequent claim in this regard will be allowed.
- A.8** The transporters will undertake to deliver the consignment of teas in the same sound, good and fit condition as received from the Gardens and any loss or damage however, caused will be considered to have been caused by the negligence of the carrier and /or their agent unless it can be established to have been caused by an act of God. In this connection it may be noted that while the Company will obtain adequate Transit Cover under the Tea Crop Policy with the Insurance Company, so that claims arising out of improper handling, negligence, accident or for any other reason which can be construed to be an act of God are fully covered. The carrier in turn to protect the right of recovery of claims of the Company, from the underwriter, will be required to do the following acts and submit documents / information as and when called for:
 - i) For claims made against accident, theft, etc.
 - a. The copy of original statement of the truck driver duly acknowledged by the respective police station regarding the circumstances resulting the accident or theft.
 - b. The full address of the Police Station where the complaint was lodged with a copy of the complaint and the Police Station, FIR Number and Date.
 - c. Copy of the Final Police Investigation Report of the concerned Police Station.
 - d. Photographs, if any, taken at the place of accident or theft.
 - e. Copy of the Consignment Note.
 - f. Acknowledge with due receipt the claim made by the Company.
 - g. Damage Certificate/Non-Delivery Certificate of the consignment.
 - h. Any other document/information or documents/information as may be required by the underwriter.

- ii) **For claims made other than (i) above.**
 - a) Copy of Consignment Note.
 - b) Acknowledge with due receipt the claim made by the Company.
 - c) Damage Certificate/Non-delivery Certificate of the consignment.
 - d) Any other document/information or documents / information as may be required by the underwriter.

In case the Company fails to obtain full recovery of their claims in part or in full from the underwriter due to negligence on the part of the Carrier regarding submission of documents etc. on time, the under noted procedure/basis will be adopted to determine the amount of loss.

- iii) **In the case of Shortage or Pilferage:** - The proportionate broker's value/sale value, as the case may be, of the quantity of short delivery.
- iv) **Partial damage**
The difference between the sound arrived value and the damaged arrived value of the teas at the place of arrival. (The sound and the damaged arrived value will be in accordance with the Broker's Certificate).
- v) **Total Loss:**
The full value of the consignment as per the broker's valuation.

In case a carrier wishes to obtain Legal Liability cover for the teas being carried by them during Season 2014 -2015, they may do so with the respective Insurance Company at their own cost. In such cases no reimbursement for taking such cover will be made by the Company.

A.9 It is essential that the carrier will take every precaution at all times to ensure that the teas are protected from any likelihood of breakage/water damage. To ensure that this is so, it will be necessary for the carrier to provide a minimum of 4 Nos. of Dry tarpaulin/Polythene sheets and cover the consignment both at the top as well as the bottom and handle the packages in a manner so that Teas are not damaged at the time of loading and unloading. The carrier will be required to pay at purchase price for each Gunny Bag found to be damaged due to improper handling including Hook marks which would be deducted outright from the concerned Freight Bill based on the remark made by the recipient on the challan/consignment note. For Full & Half Size Paper Sacks found damaged, the carrier will be required to pay at purchase price, as penalty, for each sack and will be deducted from the freight bills. It is also necessary for the carrier to take special care while carrying teas packed in Paper Sacks, both for Kolkata and I.C.D. Amingaon, Guwahati. The carrier must ensure that Ropes are adequately protected at the corners, so that the Paper Sacks are not damaged during transit Lorries, free from protruding bolts etc. on the inside surface & sides should be provided with adequate nos. of tarpaulin/polythene sheets as mentioned above. Manager / Factory Assistants of individual estates have been authorized to check the lorries prior to loading and return the lorries with inadequate provision of covers and/or with too many bolts etc. in the inside surface of the lorry which may damage the consignment during transit and/or loading and unloading. Any expenses incurred by the carrier for returning such lorries will not be entertained by the Company.

A.10. If any accident or collision with any other moving or stationary object or theft takes place while the tea is in transit and any loss or damage results from such accident/theft, necessary complaint be lodged with the nearest Police Station and the Company should be advised immediately FIR must be lodged at once. **Copies of the FIR and complaint to the Police will be submitted to the Company within 72 hours from the time of the accident/theft. Without FIR and final Police Report Insurance company may reject the claim, in that case the company will have all the right to deduct the total**

damaged/shortage loss from the Transporter's outstanding Bills and from the EMD.

Any expenses incurred by the carrier in connection with salvaging the teas damaged or otherwise will be on transporter account and the Company will naturally not entertain any claim in this regard.

- A.11.** The carrier will primarily be responsible for short delivery of teas. For Pre-Auction teas, the Broker's documents including the AWR will be accepted as Surveyor's reports and supporting documents of claims. For all other teas, Certificate and/or AWR of the Broker/Garden Manager/Warehouse towards damage/shortages will be acceptable as an evidence of loss.
- A.12.** If at any time during the year there be any dislocation of traffic due to roads and bridges being cut off or should any consignment be held up in transit or should the carrier not been able to accept any consignment from the garden, **timely information to this effect should be given in writing to both consignor and consignee.**
- A.13** The transporter will be responsible for ensuring that the teas carried are in conformity with the information described in the Central Excise Invoice (for Teas Dispatched from various Estates) and will have to ensure that the copy/copies of the Garden Invoices, Central Excise Invoices etc. are handed over to the Warehouse-in-charge and /or Manager of the Tea Estate (in case of inter-garden transfer) at the time of delivering the teas.
- A.14** Lorries may have to be diverted on the basis of our instruction from one warehouse to another within the same City limits for which no additional charge will be payable. However, **for diversion from one city/town to another pro-rata increase will be allowed after taking into consideration the distance between the two cities and/or towns.**
- A.15** The Company shall not be liable to pay any claim on account of detention charge of Lorries. However, Penalty for the period from the date reporting till the date of unloading may be waived provided it can be established by the carrier that the delay in unloading the Teas was beyond their control and will be treated in the accordance to Clause 5 of this agreement.
- A.16** The carrier will primarily be responsible for short delivery/delivery in damage condition to warehouse/any other destination. For all cases of short/damage delivery, the Company will out rightly deduct Rs.2000/- from the outstanding bills of the carrier, since as per the present tea crop insurance policy, loss/damage upto the value of Rs.2000/- per consignment / per occurrence does not qualify for claim with insurance company. For this purpose if the carrier wishes to get details of such deductions, they may at the time of collection of the payment ask for it. No. further information in this regard will be given to the carrier on a later date.
- A.17** The entire operation i.e. taking delivery from the Tea Estate and giving deliveries to the warehouse at destination will be guided by the regulation of the appropriate authority.
- A.18** The contracted freight rates will be escalated/de-escalated if diesel (H.S.D) price increase/decrease as compared to that prevailing on the date of this contract/tender per litre Rs.48.04 as on 09.02.2016. The amount of increase / decrease in the rate will be determined on the basis of the following formula:

Distance (KM) X Increase in Diesel (H.S.D) Price per Ltr. (in paise)

5 KM run per litre X Wt. of the full load (in Kg.) = Rate of increase per Kg.

The above formula will be worked on the basis of the following data:

i) **Distance in KM**

a) Naharkatia /Dibrugarh area to Kolkata	--	1700 KM
b) Jorhat /Golaghat area to Kolkata	--	1575 KM
c) Jorhat/Golaghat are to Guwahati	--	375 KM
d) Dooars area to Kolkata	--	700 KM
e) Assam Gardens to Guwahati	--	500 KM
f) Dooars area to Siliguri	--	90 KM
g) Naharkatia/Dibrugarh area to Dooars area	--	1000 KM
h) Jorhat/Golaghat area to Dooars area	--	825 KM
i) Guwahati to Dooars area	--	600 KM
j) Siliguri to Kolkata	--	525 KM
k) Guwahati to Kolkata	--	1100 KM
l) For all other destination - Any approved Directory /Road Map Showing the Distance		

ii) Increase / Decrease of Diesel (H.S.D.) price per litre will be arrived at with reference to the ruling price as on date of Contract.

iii) Average truck will be taken at 534 Gunny Bags having Net Weight of 30 Kgs. (average weight per bag) for Bulk Tea.

A.19 If due to natural calamities or other causes detours become unavoidable, the carrier will be entitled to a pro-rata increase in freight rate for the additional distance (i.e. beyond those mentioned above)covered. The additional distance involved as also the circumstances leading to the detour will have to be amply proved or certified by respective Manager of the Gardens, as the case may be. The discretion of allowing such pro-rata increase will however lie with the General Manager (Tea).

Increase/decrease in the rate of transport charges for reasons other than what has been mentioned in the earlier paragraphs will remain outside the scope of this clause.

A.20 The Carrier must submit two copies of delivery challans duly acknowledged by the recipient of the teas along with the Bills to Head Office immediately after delivery of Teas to the Warehouse.

A.21 It will be necessary for the successful tenderer **to furnish a Bank Guarantee** of Rupees One lac per Estate allocated for movement of Bulk Tea. Failure to submit the Bank Guarantee within a specified time limit will result in **withholding an equivalent amount from the Freight Bills as security** till such time the Bank Guarantee is submitted or all the claims and dues are settled with the Carrier for the contractual period. A specific confirmation in this regard would be required towards acceptance of clause/terms and conditions thereof.

B) FOR CARRIAGE OF STORES

B.1 The transporter will be paid an all inclusive freight rate as per details given below for carriage of stores materials irrespective of part load or full load, throughout the contractual period till March 2017.

B.2 The Carrier will not be entitled to any extra charge including statistical charges, if any.

B.3 The escalation / de-escalation clause for Carriage of teas will also apply to Carriage of Stores.

B.4 The maximum delivery period acceptable to the Company are as under from the date of booking of the consignment at the carriers local Godown.

	<u>For Full Lorry Loads</u>	<u>For Part Lorry Loads Upto 5 tons.</u>
Kolkata to Assam Gardens	- 10 days	- 20 days
Dooars Gardens / Siliguri to Assam Gardens	- 4 days	- 14 days
Kolkata to Dooars Gardens	- 6 days	- 10 days
Siliguri to Dooars Gardens	- 2 days	- 5 days

B.5 The Transporter will carry all materials required in a Tea Garden irrespective of whether the consignment is part load or full load.

B.6 All consignments must be delivered to the garden whether part or full lorry load in F.O.R Garden delivery basis. It is the responsibility of the Carrier to indicate the weight of the Stores Materials on each Consignment Note and mention whether the same as part or full load. In case no weight is mentioned on the copy of the Consignment Note submitted by the Consignor, bills in this regard will be withheld and no payment will be released unless the weight certified by the Supplier is submitted to us.

B.7 The Carrier will be required to submit month-wise single bill along with receipted Consignment Note /Road Challan for each consignment, as per the proforma available with the stores section of Tea Division.

B.8 Although the Company will take Insurance Cover for the Stores Materials dispatched, the Carrier will undertake to deliver the consignment of stores materials in the same sound, good and fit condition as received from the Company and any loss or damage however caused will be considered to have been caused either due to the negligence of the Carrier or their agent as the case may be, unless it can be established to have been caused by an Act. of God.

B.9 In case of non-delivery or loss/damage of any consignment and in case the Damage Certificate is not sent within a reasonable time the Company will have the right to deduct the value of loss/damage of the stores materials from the freight bills of stores materials withheld by them. In case the same is not sufficient, the short fall will be deducted from the freight bills of carriage of tea and/or invoke the Bank Guarantee as the case may be.

C. General Condition

It should be clearly understood that if appointed, the agreement between the Company and the Carrier will be signed, executed and concluded by and between the parties at Kolkata and in the event of any dispute arising out of the said 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 the exclusion of all other courts.

We confirm that we have gone through the above Terms & Conditions carefully and accept the same including clause No.A.21 as above.

**Signature with date
& Rubber Stamp**

ANDREW YULE & COMPANY LIMITED
Tea Division
Projected Carriage Quantity
Ref. E-Tender No.: AYCL/TEA DIVISION/19/15-16/ET/26
Ref. Tender No.: TED/Carriage Tea/2016-17

<u>GARDEN NAME</u>	<u>ROUTE – A (Darjeeling)</u>	<u>APROX.YRLY. CROP</u>
	<u>LOCATION</u>	<u>(Lakhs / Kgs.)</u>
MIM T.E.	Darjeeling	1.25
	<u>ROUTE – B (Dooars)</u>	
KARBALLA T.E.	Banarhat	12.00
BANARHAT T.E.		11.00
NEW DOOARS T.E.		13.00
CHOONABHUTTI T.E.		7.50
	TOTAL : ROUTE - B	43.50
	<u>ROUTE – C (Assam)</u>	
KHOWANG T.E.	Moran	18.00
BASMATIA T.E.	Dibrugarh	7.00
		25.00
	TOTAL : ROUTE – C	
	<u>ROUTE – D (Assam)</u>	
DESAM T.E.	Naharkatia	8.50
RAJGARH T.E.		6.00
TINKONG T.E.		9.00
	TOTAL : ROUTE – D	23.50
	<u>ROUTE – E (Assam)</u>	
HOLUNGOOREE T.E.	Mariani	6.50
MURPHULANI T.E.	Golaghat	6.50
	TOTAL : ROUTE – E	13.30
	<u>ROUTE – F (Assam)</u>	
ICD Amingaon		

Selection Criteria:

- a) Major business comprises of transportation of tea from respective tea gardens to Kolkata on full truck load basis offer, which will be taken as primary basis for selection as lowest bidder for respective segment.
- b) The bidder/s who offers the lowest rate to Kolkata on full truck load basis, shall be considered as the lowest bidder for that particular route since a major part of tea carriage will be in this category and will be the guiding criteria towards selection to the other locations i.e. Guwahati /Siliguri, subject to acceptance of the lowest rates quoted for other locations by other bidders.
- c) In the event if one bidder quoting the lowest rate in more than one route, the bidder shall be awarded the Transporter contact for the route which comprises the bulk business and L2 shall be offered the said route subject to matching the quoted L1 rate. No bidder/s will get more than one sector/route even if they are L-1 in more than one route/sector.

d) Preference shall be given to carriers already operating in the vicinity of our gardens, when more than one transporter becomes lowest bidder on the basis of the above criteria.

e) In case of failure on the part of any selected transporters during the tendency of the contract, the Company reserves the right to cancel the order on the defaulting transporters and execute the unexecuted part of the contract for the remaining period through any other transporters at the risk and cost of such defaulting transporters.

f) Quote for "Stores" from Kolkata to Garden & vice versa is obligatory.