

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

Tender document for Supply of spares for New ESP of Unit#4, DTPS, DVC, Durgapur-713207 (Make: AYCL, Size of New ESP A-pass: H- 162/4X4.5/13.5/400 G and size of New ESP B-pass: H-118.8/4X4.5/13.5/400 G)."

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

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

Brief Description:-

E-TENDERS ARE INVITED FROM REPUTEDCOMPANY FOR SUPPLY OF ESP SPARES FOR unit-IV at DVC-Durgapur Thermal Power Station.

Price quoted should be Ex Works & Freight to pay basis.

Schedule of Tender

1.	TENDER NO.	AYCL/ENGG/MSD/SSG/ESP SPARES-219 Dated: 19.03.2019
2.	MODE OF TENDER	e-Procurement System Online submission of Techno-Commercial Bid and Price Bid through www.mstcecommerce.com/eprochome/aycl The intending bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by AYCL/MSTC
3.	E-Tender No. / Event No.	AYCL/ENGINEERING DIVISION/153/18-19/ET/498
4.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	22.03.19
5.	Date of availability of NIT to the Vendors for downloading	22.03.19
6.	Earnest Money Deposit	“Earnest Money Deposit”-Rs. 10,000/- (Rupees Ten Thousand only) to be paid by D.D. favoring Andrew Yule &Co Ltd, payable at Kolkata. Also refer Annexure –IV for EMD waiver clause.
8	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl	22.03.19 from 5.00pm
9	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	02.04.19 at 2.00pm
10.	Date & time of opening of Part I - Techno-Commercial Price Bid	02.04.19 at 3.00pm
11.	Date & time of opening of Part II - Price Bid	Price for techno-commercially acceptable vendors may be opened on the same day.

List of Annexure

Important Instructions for E-procurement -	Annexure-I
General Information-	Annexure-II
Techno commercial terms	Annexure-III
General Terms& Conditions	Annexure-IV
Details of Scope of Supply	Annexure –V

Important Instructions for E-procurement

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

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

1. Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should 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/eprchome/aycl

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under AYCL- Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (ANDREW YULE & COMPANY LTD):

1. Mr.Sourav Sen Gupta
Sr. Manager –(Projects.)
Sourav.sengupta@andrewyule.com

Cell : +91 98308-53319

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

Fax : +91(33) 2582 8581

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

Contact person (E-Commerce, MSTC Ltd):

- | | |
|--|---|
| <ol style="list-style-type: none">1. Mr. ArindamBhattacharjee
Deputy Manager (E-commerce)
MobileNo: 09330102643
Email: arindam@mstcindia.co.in
Landline: (033) 22901004 | <ol style="list-style-type: none">2) Mr. Sabyasachi Mukherjee
Assistant Manager (E-commerce)
Mobile- 07278030407
Email:smukherjee@mstcindia.co.in |
|--|---|

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

System Requirement:

- i) Windows XP-SP3 or above / Windows 7 Operating System
- ii) IE-7 or above Internet browser.
- iii) Signing & Encryption type digital signature
- iv) JRE 7 updates 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 & Filled up General Information Form (Annexure– II), Eligibility Criteria fulfillment docs.,- in sealed envelope to Sr. Manager (Materials), KW, AYCL:

Bidder may request for exemption from submitting EMD (Refer details given in SI No 1 of Annexure-IV, General terms & condition).

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

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

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

Part-II: Online Bid Submission: After proper submission of EMD 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:

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

Bidding in e-Tender:

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.

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

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

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.

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.

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.

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.

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

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

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

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

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

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

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.

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

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.

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.

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/ayc 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
Kalyani Works, Engineering Division
General Information

Tender ref.: AYCL/ENGG/MSD/SSG/ESP SPARES-219 Dated: 19.03.2019

Ref(This document should be dully filled up and attached along with EMD)

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

1. Name of the firm in full :

2. Address, Telephone No.,

Fax No. & E-mail :

a) Address :

b) Telephone No. :

c) Fax No. :

d) E-mail ID :

e)Name of contact person :

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

4. Trade License No.

(Please attach a photo
Copy of the license) :

5. GST No.

(Please enclose photocopy of Reg.)

6. Banker's name

(a) Name of the Bank :

(b) Name& address of the Branch :

(c) Account No. :

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

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

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

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

11. Details of EMD (DD Details) submitted:

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).

SL NO	TERMS & CONDITIONS
1	Delivery period/Lead time: The completion period of the work shall be 02 (Two) months from the date of Purchase order/Work Order.
2	GST-: Pls. mention with registration No.
3	Negotiated L1 price may be offered to other bidders whose price bid was opened. Andrew Yule reserves the right to order the entire Tender quantity on the L1 bidder.
4	Risk purchase clause: The company reserve the right to impose risk purchase clause as " For delay in execution / supply we shall have every right to do the same through some other agency/s which shall deemed fit and the additional cost of the same (Incidental/Consequential) shall be to your account which with respect to our intimation or observation whatsoever. Please confirm acceptance.
5	P&F- INCLUSIVE.
6	<p>Liquidated damage:- In case of delay in delivery, for the reasons attributable to you, AYCL reserves the right to recover from you, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).</p> <p>(ii) Alternatively, AYCL reserves the right to purchase/outsourced the material/spares/equipment/ works /service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material/ works/service by the above procedure.</p> <p>(iii) Alternatively, AYCL may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.</p> <p>(iv) In the event of recourse to alternative (ii) and (iii) above, AYCL will have the right to re- purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Vendor(s) failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/equipments/works/service are similar or not.</p>
7	<p>Legal condition(Arbitration): Any contract entered against this tender will be as per the following legal condition:</p> <p>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.</p> <p>Please confirm acceptance”-.</p>
8	Validity of offer: Your price should be valid for acceptance till completion of complete supply/service, No price escalation will be entertained during that period
9	Price Basis:The price quoted should be Ex Works Kolkata..
10	Validity of Price: The Price should remain valid, firm & fixed till completion of supply, installation and commissioning of the items. No price variation will be allowed at any circumstances.
11	PAYMENT TERMS: - 100% Payment along with full taxes & duties will normally be made within fifteen (15) working days from the date of receipt of materials at site, inspection & acceptance thereof subject to submission and acceptance of Security deposit cum Performance Bank Guarantee (as per approved format)[Part Payment against Part Delivery shall be allowed]
12	<p>GUARANTEE & WARRANTY: The Vendor shall warrant that all material supplied under this Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in this PO.The Vendor shall guarantee the material under this Order for a period as follows.</p> <p>18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.</p>
13	Inspection: Inspection will be done by us/client at your works. Final inspection may be done, if required by us/client at site after receipt of the materials/installation of the item by you. Vendor to submit QAP for approval.
14	<p>Codes and Standards:</p> <p>All equipment and materials to be furnished under this specification shall be designed, manufactured and tested in accordance with the latest revisions of the relevant Indian Standard(IS) as applicable. The work shall be done in compliance with the IS Specification.</p>
15	<p>SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:-</p> <p>You shall have to deposit as Security, for satisfactory execution of the order, and for guaranteed</p>

	performance of the supplied item for an amount equivalent to 10.00% of the ordered value in the form of Bank Guarantee (as per APPROVED format) within 30 days from the date of issuance of PO from any Nationalized/ Scheduled Bank and it should have validity initially for 18 months from the date of execution of Bank Guarantee plus 6 months claim period thereafter .The said BG should be extended suitably covering the entire warranty period plus 06 months claim period after dispatch of materials. No payment, whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee.
16	<p>Force Majeure Clause:</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 Contract arising from any cause beyond its reasonable control including in relation to either Party any act of God, governmental act, act of any regulatory authority, supervening illegality, war, fire, flood, explosion, power blackout, break-down of machinery, loss of utility, civil commotion, industrial dispute, manpower unrest acts or omissions of telecommunications or data communications operators or carriers , in relation to vendor (to the extent not directly attributable to vendor's negligence), (a "Force Majeure Event"). The affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within no later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected Party of its obligations under this Contract shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after the Force Majeure Event, either Party may terminate this Contract 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 under this Contract during the period of suspension. Further the affected Party shall perform such part of its obligations pursuant to this Contract as are not affected by the Force Majeure Event.</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>
17	<p>Eligibility Criteria:</p> <p>I :- Financial Criteria :-Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Financial standing through latest I.T.C.C., Annual report (balance sheet and Profit & Loss Account) of last 3 years.</p> <p>II:- Technical Criteria:- Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>iii) Definition of "similar work" means supply & installation of ESP spares in Steel / Power / Cement industry.</p>
18	Submission of EMD: Earnest Money Deposit"-Rs. 10,000/- (Rupees Ten Thousand only) to be paid by D.D. favoring Andrew Yule & Co Ltd, payable at Kolkata. Also refer Annexure –IV for EMD waiver clause.
19	FINAL INSPECTION: Goods supplied will always be subject to client inspection on arrival at the destination.
20	<p>REQUIRED DOCUMENTS:- (alongwith supply.)</p> <p>Guarantee/Warranty Certificate Fitment & Interchangeability Certificate.</p>
21	<p>TRANSIT INSURANCE</p> <p>Arrangements for transit insurance can be made by client as per Mega Risk Policy arranged with existing underwriter as per time being imposed.</p>
22	SPECIAL NOTE:- PO WILL BE PLACED ON THE PARTY WHO WILL SUBMIT OFFER FOR ALL ITEMS IN THIS TENDER.

GENERAL TERMS AND CONDITIONS

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

For bidders already enlisted with AYCL- 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

5. THE RIGHTS OF THE COMPANY

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

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

Technical Specification & other terms:-

Sl. No.	Item Code	Description as per NIT	Specification	Qty	UOM	Rate (Rs.)	Total Basic Price(Rs.)
1	998010221001	RING B T M GASKET	Gasket for conical support insulator	12.	NO		
2	120811025025	HEATING ELEMENT FOR HOPPER HEATER, 750W 240 VOLTS		10	NO		
3	140810101080	WORM GEAR (DRG.NO:9420 5292/135D)		4	NO		
4	140810101153	CONICAL SUPPORT INSULATOR (DRG.NO:9420 5292/405)		6	NO		
5	140810101183	CE JOINT BOLT FOR CE HAMMER		20	NO		
6	140810101184	PISTON ROD GD		10	NO		
7	140810101177	CE PISTON ROD		10	NO		
8	140810101182	CE RAPPING BAR		10	NO		
9	140415100002	GAS DISTRIBUTION SCREEN (SECONDARY SCREEN FOR SECOND ROW) BOTH PASSES		15	ST		
10	492010021240	CE BEARING BUSH FOR HAMMER SHAFT	CE RAPPING BUSH	5	NO		
11	140810101039	DRIVE INSULATOR (DRG:9420529 2/303)		2	NO		
12	140810101174	G.D.STRAP BOLT		10	NO		
13	140810101186	GD HAMMER FOR GD RAPPING		10	NO		

TERMS AND CONDITIONS

PRICE BASIS:- On Ex-works Kolkata.
E B

COMMERCIAL TERMS: GST shall be paid extra as applicable (Present applicable rate 18%)

BASIS OF FREIGHT: To Pay

