

Bid Document

Bid Details	
Bid End Date/Time	07-01-2022 15:00:00
Bid Opening Date/Time	07-01-2022 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Andrew Yule Company Limited
Office Name	Registered Office
Total Quantity	1
Item Category	Engagement of Agency for Certification of ISMS, ISO 27001: 2013 (Q3) ()
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	80 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	K Mohan
Designation of Competent Authority	Director (Personnel)
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	15-12-2021
Brief Description of the Approval Granted by Competent Authority	The item mentioned in the bid doesn't fall under the category of MSEs

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII Purchase Preference	No
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Engagement Of Agency For Certification Of ISMS, ISO 27001: 2013 (1 set)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Satyendra Kumar Pandey	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	1	30

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Scope of Work for certification of ISMS (ISO 27001:2013):

Sl.	Activity	Objective
1	Stage 1 Audit / Document Review	To conduct review and evaluate AYCL's documented system, understanding regarding requirements of standard, location & site-specific conditions, processes and equipment used, applicable statutory and regulatory requirements and to determine the organization's readiness for the Stage 2 audit for certification.
2	Stage 2 Audit	Evaluate the compliance & effectiveness of management system for certification. The implementation of documented system shall be verified for each process. Objective evidences shall be collected on sampling basis.
3	Certification Process	Evaluate the compliance & effectiveness of management system for continuation of certification.

Note: Any other work not mentioned in the above table is to be carried out by the selected agency for completion of the certification process.

2. Terms & Conditions:

i. **Price:** Price quoted by the agency should be inclusive of the Taxes & Duties (GST).

ii. **Price Variation:** The rate should remain firm during pendency of the contract.

iii. **Completion:** Within 30 days from the date of issuance of Purchase Order / LOI.

iv. **Location of Audit:**Head Office at Kolkata, Factories at Kalyani (WB) and Chennai.

v. **Payment term:** Complete payment with all the taxes & duties will be done within 30 days from the date completion of job and issuance of said certificate

vi. **Liquidated Damage:**In case of any delay from the agency beyond the scheduled date of completion as per the purchase order, penalty will be levied @0.5% per week subject to maximum of 5% of the order value.

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

viii. **Risk Purchase:** In the even to any breach of contract on the part of the agency, AYCL reserves the right to cancel the contract and get the balance work executed by some other source sat the risk and cost of the agency. The work will be commenced and completed as per the time schedule mentioned in the work order. If the agency makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not upto the expected standards, AYCL reserves right to cancel the contract at 3(three) days' notice at any time during the currency of the contract. If the agency fails to execute the work as per conditions of the contract AYCL reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the agency. AYCL would be entitled to withhold any sum due and payable to the agency as a result of the said breach or default. The agency will not have any claim for compensation or otherwise on this account.

Canvassing in connection with tenders is strictly prohibited and if found will be liable for rejection.

ix. **Termination Clause:** AYCL reserves the right to terminate the contract by giving one week notice and in that case AYCL will not be liable to pay any further amount for the remaining part of the work which is yet to be carried out by the agency even though the same is part of schedule mentioned in the work order.

x. **Confidentiality**

a. The agency agrees that any advice or communication or information or document as

disclosed by the Buyer pursuant to this Purchase order or in connection with the job, in any form, shall be treated as strictly confidential and will be used solely by the agency only for the purpose of execution of the job. The agency further warrants that such advice and communication will not be disclosed by the agency or its directors or employees or agents and representatives or any third entities in any manner without the prior written approval of the Buyer unless the agency is required to do so by law or by any government authority, under immediate intimation to the Buyer. However, in the event of violation of the confidentiality for which consequential damages sustained by the buyer, the agency agrees to make necessary good to the buyer the same.

- b.** The agency agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this job shall be kept confidential from the date of commencement of the job or placement of this PO, whichever is earlier. All the confidential information/document/data will be kept confidential for sine die provided that the foregoing confidentiality obligation shall not apply to:

Any disclosure made in connection with or for the purpose of or the execution of this JOB.

Any disclosure pursuant to (i) requirement under any law, regulation or litigation, (ii) the order or request of any court or administrative agency or any governmental regulatory, supervisory or other authority (including any securities exchange).

Any information which, prior to its disclosure to the agency in connection with the job was already in the possession of the agency or thereafter becomes known to the Party on an on-confidential basis from a source other than the Buyer;

Any information which is or has been developed independently by the agency without reference to or reliance on the Buyer's confidential information;

Any information made public with the prior consent of the Buyer

- xi. Arbitration:** All disputes relating to this offer or relating to the price of the services supplied hereunder or otherwise arising between the seller and buyer shall be subject to and referred to the court or competent jurisdiction situated within the limits of the city of Kolkata neither the seller nor the buyer shall take or adopt any legal proceedings to enforce any claim against the order relating to this order or arising there from in any court other than the court of competent jurisdiction within the limit of the city of Kolkata.

- xii.** Decision for awarding contract / job is vested with the Management so as to reject split/fragment.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or

otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

ANDREWYULE&CO.LTD.
GENERALDIVISION
Certification for ISMS (ISO-27001:2013)

Engagement of agency for Certification of Information Security of Management System (ISMS), ISO 27001:2013 for Andrew Yule & Co. Ltd. (AYCL), Kolkata.

1. Scope of Work for certification of ISMS (ISO 27001:2013):

Sl.	Activity	Objective
1	Stage 1 Audit / Document Review	To conduct review and evaluate AYCL's documented system, understanding regarding requirements of standard, location & site-specific conditions, processes and equipment used, applicable statutory and regulatory requirements and to determine the organization's readiness for the Stage 2 audit for certification.
2	Stage 2 Audit	Evaluate the compliance & effectiveness of management system for certification. The implementation of documented system shall be verified for each process. Objective evidences shall be collected on sampling basis.
3	Certification Process	Evaluate the compliance & effectiveness of management system for continuation of certification.

Note: Any other work not mentioned in the above table is to be carried out by the selected agency for completion of the certification process.

2. Terms & Conditions:

- i. **Price:** Price quoted by the agency should be inclusive of the Taxes & Duties (GST).
- ii. **Price Variation:** The rate should remain firm during pendency of the contract.
- iii. **Completion:** Within 30 days from the date of issuance of Purchase Order / LOI.
- iv. **Location of Audit:**Head Office at Kolkata, Factories at Kalyani (WB) and Chennai.
- v. **Payment term:** Complete payment with all the taxes & duties will be done within 30 days from the date completion of job and issuance of said certificate
- vi. **Liquidated Damage:**In case of any delay from the agency beyond the scheduled date of completion as per the purchase order, penalty will be levied @0.5% per week subject to maximum of 5% of the order value.
- vii. **Force Majeure:** Any delay or failure in the performance of either party / agency hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as

acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

- viii. Risk Purchase:** In the even to any breach of contract on the part of the agency, AYCL reserves the right to cancel the contract and get the balance work executed by some other source sat the risk and cost of the agency. The work will be commenced and completed as per the time schedule mentioned in the work order. If the agency makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not upto the expected standards, AYCL reserves right to cancel the contract at 3(three) days' notice at any time during the currency of the contract. If the agency fails to execute the work as per conditions of the contract AYCL reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the agency. AYCL would be entitled to withhold any sum due and payable to the agencyas a result of the said breach or default. The agency will not have any claim for compensation or otherwise on this account.

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- ix. Termination Clause:** AYCL reserves the right to terminate the contract by giving one week notice and in that case AYCL will not be liable to pay any further amount for the remaining part of the work which is yet to be carried out by the agency even though the same is part of schedule mentioned in the work order.
- x. Confidentiality**
- a.** The agency agrees that any advice or communication or information or document as disclosed by the Buyer pursuant to this Purchase order or inconNECTIONwith the job, in any form, shall be treated as strictly confidential and will be used solely by the agency only for the purpose of execution of the job. The agency further warrants that such advice and communication will not be disclosed by the agency or its directors or employees or agents and representatives or any third entities in any manner without the prior written approval of the Buyer unless the agency is required to do so by law or by any government authority, under immediate intimation to the Buyer. However, inthe event of violation of the confidentiality for which consequential damages us trained by the buyer, the agency agrees to make necessary good to the buy the same.
 - b.** The agency agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this job shall be kept confidential from the date of commencement of the job or placement of this PO, whichever is earlier. All the confidential information/document/data will be kept confidential for sinedieprovided that the foregoing confidentiality obligation shall not apply to:

Any disclosure made in connection with or for the purpose of or the execution of this JOB.

Any disclosure pursuant to (i) requirement under any law, regulation or litigation, (ii) the order or request of any court or administrative agency or any governmental regulatory, supervisory or other authority (including any securities exchange).

Any information which, prior to its disclosure to the agency in connection with the job was already in the possession of the agency or thereafter becomes known to the Party on an on-confidential basis from a source other than the Buyer;

Any information which is or has been developed independently by the agency without reference to or reliance on the Buyer's confidential information;

Any information made public with the prior consent of the Buyer

- xi. Arbitration:** All disputes relating to this offer or relating to the price of the services supplied hereunder or otherwise arising between the seller and buyer shall be subject to and referred to the court or competent jurisdiction situated within the limits of the city of Kolkata neither the seller nor the buyer shall take or adopt any legal proceedings to enforce any claim against the order relating to this order or arising therefrom in any court other than the court of competent jurisdiction within the limit of the city of Kolkata.
- xii.** Decision for awarding contract / job is vested with the Management so as to reject split/fragment.