

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 Document No:-AYCL/ENGG/MSD/SS/TURNKEY/BF/11 dt 07/09/17

TENDER DOCUMENTS FOR DESIGN ENGINEERING, SUPPLY , INSTALLATION, COMMISSIONING OF BAG FILTER & ITS COMPONENTS FOR FE SYSTEM AT LD-1- TATA STEEL.

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/OEM for above mentioned Job. The Item details are available in **Annexure-VI** 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 REPUTED COMPANY FOR DESIGN ENGINEERING , SUPPLY , INSTALLATION, COMMISSIONING OF BAG FILTER & ITS COMPONENTS FOR FE SYSTEM AT LD-1- TATA STEEL.

Price quoted should be FOR destination/Site.

Schedule of Tender

1.	TENDER NO.	<u>AYCL/ENGG/MSD/SS/TURNKEY/BF/11 dt 07/09/17</u>
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/ENGINEERING DIVISION/18/17-18/ET/123
4.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	07.09.17
5.	Date of availability of NIT to the Vendors for downloading	07.09.17
6.	Earnest Money Deposit	“Earnest Money Deposit”- Please refer Annexure-VIII EMD to be paid by D.D. favouring Andrew Yule &Co Ltd , payable at Kolkata . Also refer EMD waiver clause in the same.
7	Tender Fee	Tender Fee – Rs.5000.00 to be paid by D.D. favouring Andrew Yule &Co Ltd , payable at Kolkata .
8	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl	08.09.17
9	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	21.09.17
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	21.09.17
11	Date & time of opening of Part-II (Price Bid)	21.09.17

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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

- 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. Sourav Sen Gupta

Sr Mgr-Projects
sourav.sengupta@rediffmail.com
Cell No-98308-53319

2. Mr. Gourab Banerjee
Asst. Manager – Materials
gourab.banerjee@andrewyule.com
Cell- 9674037162

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

Contact person (E-Commerce, MSTC Ltd):

1. Mr. Arindam Bhattacharjee
Deputy. Manager (E-commerce)
Mobile No: 09330102643
Email: arindam@mstcindia.co.in
Landline: (033) 22901004

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

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 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. (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. Balance sheets and P&L Account. (2014-2015, 2015-2016 & 2016-17).

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 → 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 en Apple 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 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.

Annexure-II

ANDREW YULE & COMPANY LIMITED Kalyani Works, Engineering Division

General Information

Tender ref.:

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) :

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. GST No
:

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:

Annexure-III

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

SL NO	TERMS & CONDITIONS
1	Delivery period/Lead time: Within 20 weeks from the date of order placement.
2	GST :-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	P&F - INCLUSIVE
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 for acceptance till completion of complete supply/service, No price escalation will be entertained during that period
9	Price Basis , P&F :The price quoted should be FOR at Site basis and will remain valid , firm & fixed till completion of supply, installation and commissioning of the items. no price variation will be allowed at any circumstances.
10	PAYMENT TERMS: - 95% payment will be released within 30 days after satisfactory completion of work. Balance 5% will be released against successful completion of erection commissioning of the Plant. Note:- Billing Break Up schedule to be submitted indicating price break up.
11	Guarantee /Warrantee Clause: The workmanship/smooth operation of the plant with respect to supply is

	to be guaranteed for a period of 18 months from the date of supply.
12	<p>Codes and Standards: 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>
13	<p>Force Majeure Clause: Force Majeure: If at any time during the continuance of this Order the performance by either party under this Order can not be performed by reasons of any declared war, hostility, acts of the public or enemy, civil commotion,sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restrictions or other acts of God, (hereinafter referred to as 'eventuality') affecting the supply or respective obligation of the Parties, the affected party shall notify the other of the happening of any such eventuality within fifteen (15) days from the date of the occurrence of such eventuality. In such an event neither party shall, be entitled to terminate this Order, nor shall either party have any claim for damages against the other in respect of such non-performance of the work under this Order. The performance shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Under such circumstances the contractual delivery period shall be extended by a period equal to that during which such eventuality operated plus an additional period, if any, as may be considered reasonable by Purchaser and Supplier. Whether the eventuality has come to an end or ceased to exist will be deliberated and mutually settled. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least two (2) months, both the parties shall consult each other regarding the further implementation of the Order, provided always that, if no mutually agreed arrangement is arrived at within a period of one (1) month from the expiry of the two (2) months referred to above, the Order shall be deemed to have expired at the end of the said three (3) months referred to above. The above mentioned expiry of the Order will imply that both the parties have the obligation to reach an Agreement regarding the winding up and financial settlement of the Order.</p>
14	<p>Cancellation of Order/Contract: Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the Purchaser at his option, may cancel the Contract at any time by simple written notice to the Supplier in case of Supplier's non-compliance with his undertakings under the Contract/ Order and more specifically in case any of the following circumstances occurs</p> <p>A) Unjustified interruption of contractual services by the Supplier including delays and/or failure to maintain delivery schedule of plant and equipment, designs and drawings and other supplies or completion of work as agreed to.</p> <p>B) Errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar circumstances affecting the quality of Work for reason attributable to the Supplier.</p> <p>C) If the Supplier refuses to implement instructions received from the Purchaser or the Engineer within the stipulations of the Contract/Order.</p> <p>D) Where the Supplier is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into or transfers with his creditors or others which might compromise the Supplier's solvency.</p>

	<p>In any of the cases described above, the Purchaser shall inform the Supplier of its decision to cancel the Contract/Order or to terminate the Supplier's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The Supplier shall within fifteen (15) days from the above notice of default, correct such default or satisfy the Purchaser regarding the action taken by him for the corrective action, failing which the Purchaser at his option will cancel the Contract/Order. The Supplier shall immediately stop all work in connection with the Contract/Order, except as directed by the Purchaser. In such case, the Purchaser shall be at liberty to contract with other parties or to perform with his own personnel those supplies/services undertaken by the Supplier in the Contract/Order. In such case, the Supplier shall be liable for any costs incurred by the Purchaser for obtaining and/or erecting the balance of the plant from another party in excess of the ordered price. In case of termination of part of the Contract/Order, the Supplier will continue performance of the Contract/Order to the extent not terminated by the Purchaser.</p>
15	<p>Arbitration:</p> <p>(I) Governing Law and Jurisdiction This Contract/Order shall be construed, governed and enforced in accordance with the law of India. The parties hereby agree that jurisdiction over any dispute arising under this Contract/Order shall be vested only in the Courts of India and the parties submit to the jurisdiction of the said courts at Kolkata in the state of West Bengal.</p> <p>(II) Dispute Resolution Any dispute or difference arising between the parties hereto in respect of any aspect of this Contract/Order or the interpretation construction or effect of the terms and condition of the Contract/Order shall be first settled mutually by negotiations between the parties. In case no settlement is reached, such dispute or difference shall be referred to a Sole Arbitrator if both the parties agree upon the same. Should the parties not agree to the appointment of a Sole Arbitrator, each party shall appoint its own Arbitrator and the two Arbitrators so appointed by the parties shall, appoint the third Arbitrator who shall act as the presiding Arbitrator. The arbitration proceedings shall be conducted and governed by the Arbitration and Conciliation Act, 1996 and amendment made thereof. The language of the arbitration shall be English and the place of arbitration shall be at Kolkata . The Award made by the Arbitral Tribunal shall become final and binding upon the parties and shall be enforced in accordance with applicable provisions of the Arbitration and Conciliation Act, 1996.</p>
16	<p>Inspection and Rejection : The Purchaser shall reserve the right to reject/part accept the goods under following conditions;</p> <ul style="list-style-type: none"> a) Inordinate delay in delivery b) Goods not as per specifications c) Test certificates/MSDS/other certificates as specified in the order not provided at the time of delivery d) Goods in damaged condition e) Short/excess supply f) Any error in the invoice g) Excise and other statutory documents not provided at the time of delivery <p>. Other Terms and Conditions:</p>

Vehicle having age more than 15 years is not allowed inside the Purchaser's premises.
SA 8000 Norms_ It is mandatory for you as Contractor/ Transporter/ Supplier/ any other kind of service provider to AYCL's Customer to comply with SA 8000 norms as per the check list submitted by you to us. Non compliance of the same, detected at any point of time may lead to cancellation of order or any other action or both as deemed fit by Tata Steel.
The supplier shall acknowledge receipt of order/contract and send the acceptance within 15 days of placement of order. In case of non receipt of order acknowledgement/any communication within this period, the order shall be treated as accepted.
In case the supplier is an e-partner, the acknowledgement shall be submitted through e-proc only.
Material Safety Data Sheet shall accompany each item (as specified in the material specification) at the time of delivery.
Complaints and Queries : The Supplier shall contact ;

1. Sourav Sen Gupta
Sr Mgr-Projects
sourav.sengupta@rediffmail.com
Cell No-98308-53319

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

Wherever Purchaser has signed an Agreement with the Supplier, in the event of any conflict between the terms & conditions in this Order and that in the Agreement, the terms & conditions incorporated in Order Continuation Sheet

This Contract/Order shall be construed, governed and enforced in accordance with the law of India. The parties hereby agree that jurisdiction over any dispute arising under this Contract/Order shall be vested only in the Courts of India and the parties submit to the jurisdiction of the said courts at Kolkata, in the state of West Bengal.

(II) Dispute Resolution

Any dispute or difference arising between the parties hereto in respect of any aspect of this Contract/Order or the interpretation construction or effect of the terms and condition of the Contract/Order shall be first settled mutually by negotiations between the parties. In case no settlement is reached, such dispute or difference shall be referred to a Sole Arbitrator if both the parties agree upon the same. Should the parties not agree to the appointment of a Sole Arbitrator, each party shall appoint its own Arbitrator and the two Arbitrators so appointed by the parties shall, appoint the third Arbitrator who shall

17	<p>act as the presiding Arbitrator. The arbitration proceedings shall be conducted and governed by the Arbitration and Conciliation Act, 1996 and amendment made thereof. The language of the arbitration shall be English and the place of arbitration shall be Jamshedpur. The Award made by the Arbitral Tribunal shall become final and binding upon the parties and shall be enforced in accordance with applicable provisions of the Arbitration and Conciliation Act, 1996.</p> <p>Obligation of the Corporation</p> <ul style="list-style-type: none"> a) Gate Pass: Before execution of job the Supervisor/Vendor will have to take gate pass for their deployed personnel. 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. c) The contractor is required to obtain a labour license for deployment of personnel from the competent authority of the labour Department, Govt. of Jharkhand. 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 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. e) Communication For communication with the officials' mobile phone to be provided to the duty in charge by the vendor at its cost. f) The vendor will responsible to undertake adequate insurance cover for their workman, tool &tackles, other accessories and may take third party risk insurance coverage as required all at their own cost &responsibility. g) The vendor will observe and comply, at his own cost, all enactments, rules & regulations, labour and other related rules & provisions, as applicable for Tata Steel. 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 Tata Steel/AYCL authority. i) The proper identify card & identical uniform shall be provided to the deployed personnel on duty by the vendor without any extra cost. j) The vendor shall maintain regular attendance register of the deployed personnel.
18.	<p>Safety: The vendor shall take all sorts of safety measure while carrying out the Job. Under any circumstances, Tata Steel/AYCL authority shall not be made responsible for any untoward incident w.r.t. safety precaution at site.</p>

19	<p>Tools & Tackles: All necessary/ essential tools & tackles etc. shall be provided by the vendor without any extra cost. Crane & Scaffolding will be provided by Customer free of cost.</p>
20	<p>IDLE LABOUR CHARGES No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.</p>
21	<p>OVER RUN CHARGES No overrun charges shall be paid in the event of the completion period being extended for any reasons</p>
22	<p>WATCH & WARD The watch and ward of T&P and other material will be the responsibility of the contractor.</p>
23	<p>Penalty: 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, WBPDCCL 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.</p>
24	<p>Observance of Statutory Compliances: 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.</p>
25	<p>Statutory Acts: 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.</p>
26	<p>Codes and Standards: The electrical installation shall meet the requirement of Indian Electricity Act, and Indian Electricity Rules as amended up-to-date and also the applicable section of the latest revision of</p>

	the relevant IS Code of Practice.
27	<p>Stoppage of Work: 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>
28	<p>Accident Risk: 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>
29	<p>Compressed Air, Water and Electricity: Supply of construction power, compressed air and water (if required), during execution of the work, will be arranged by Tata Steel/AYCL at a single point. Contracture shall make their own arrangement to take the same from the source.</p>
30	<p>Handling of suits: 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 awardees of contract and the legal expenses in such cases shall be borne by the awardee of contract.</p>
31	<p>Settlement of Disputes : 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>
32	<p>Governing Law & Jurisdiction: 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 exclusive jurisdiction in relation to this work order.</p>
33	<p>Termination : 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</p>

be without tprejudice 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 theAYCL 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.

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.

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.

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.

GENERAL TERMS AND CONDITIONS

EMD: for Rs 50,000 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

3.Bidders should enclose copy of last 3 years Balance sheets and P&L Account. (2014-2015, 2015-2016, 2016-2017).

4.Bidders should enclose a DD for Rs: = 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 tender based on their past performance

6. The breakup of quoted rate with respect to supply, service and others to be submitted along with Price bid.

Preferred Credential of the vendor:-

- a) Turn over should be at least @ Rs 10 Cr per annum for the last three years.
- b) They should have experience of working in an Integrated Steel Plant.
- c) They should have executed at least one project in the last three years comprising ESP/Bag Filter.
- d) Volumetric Capacity handled by the equipment should be at least 50,000 m³/hr
- e) Guaranteed dust emission should be below 50 mg/nm³.
- f) The party should produce necessary FAC/Completion certificate in this regard.

TECHNICAL SPECIFICATION WITH SCOPE OF SUPPLY & SERVICE.**BROAD SCOPE OF SUPPLY / WORK FOR THE BAG FILTER SYSTEM**

SL. NO	ITEMS DESCRIPTION	QTY	VENDOR SCOPE
1.	TOTAL SYSTEM DESIGN & DETAIL ENGINEERING		
i)	GA DRAWING WITH FOUNDATION DETAILS & LOAD DATA OF BAG FILTER & SPARK ARRESTOR.	1 SET	✓
ii)	DUCT LAYOUT DRAWING & COMPOSITE PLAN	1 SET	✓
2.	<u>SUPPLY OF BAG FILTER (MECHANICAL)</u>		
i)	CASING ASSEMBLY	1 SET	✓
ii)	HOPPER WITH BAFFLE ARRANGEMNT	1 SET	✓
iii)	JET TUBE ASSEMBLY	1 SET	✓
iv)	COMPRESSED AIR MANIFOLD ASSEMBLY	1 SET	✓
v)	CAGES WITH VENTURI	448 NOS.	✓
vi)	INLET & OUTLET COUNTER FLANGES	2 SETS	✓
vii)	MANUALLY OPEARTED SLIDE GATE BELOW HOPPER	3 SETS	✓
viii)	ROTARY AIRLOCK VALVE WITH GEARED MOTOR	3 SETS	✓
ix)	FILTER BAGS	448 NOS.	✓
x)	SUPPOT STRUCTURE WITH STAIR, RAILING, ACCESS PLATFORM & FOUNDATION BOLT FOR BAG FILTER & SPARK ARRESTOR	1 SET	✓
3.	<u>SUPPLY OF BAG FILTER (E & I)</u>		
i)	<u>MANOMETER</u>	2 SETS	✓
ii)	<u>MICROPROCESSOR BASED SEQUENCE CONTROLLER</u>	1 SET	✓
iii)	<u>PULSE & SOLENOID VALVES</u>	32 NOS.	✓
iv)	<u>PR. GAUGE AT CA HEADER</u>	1 SET	✓
v)	<u>FILTER REGULATOR UNIT</u>	1 SET	✓
vii)	<u>HIGH LEVEL INDICATOR</u>	2 SETS	✓
viii)	<u>ZSS WITH PROXIMITY FOR RAV DRIVES</u>	2 SETS	✓
ix)	<u>PRESSURE SWITCH</u>	1 SET	✓
x)	<u>DP SWITCH</u>	1 SET	✓
xi)	SPARK ARRESTOR WITH SUPPORT STRUCTURE, ROTARY AIRLOCK VALVE & GEARED MOTOR	1 SET	✓
xii)	<u>JUNCTION BOX FOR CONTROL CABLE</u>	1 SET	✓
xiii)	<u>LOCAL PUSH BUTTON STATION</u>	4 SETS	✓
xiv)	<u>JUNCTION BOX</u>	2 SETS	✓
xv)	<u>AUXILLIARY CONTROL PANEL FOR BAG FILTER CONTROLS</u>	1 SET	✓
xvi)	<u>ALL POWER CABLE</u>	1 SET	Client scope ✗
xvii)	ALL INCOMING POWER CABLE CONNECTION TO CONTROL PANEL	1 SET	Client scope ✗

xviii)	<u>MCC, STARTER FOR ID FAN'S MOTORS</u>	1 SET	✓
xix)	<u>CABLE TRAYS, SUPPORT FOR CABLE TRAYS ETC.</u>	1 SET	Client scope ✗
xx)	<u>OUR CONTROL PANEL SHALL BE INSTALLED IN THE EXISTING CONTROL ROOM</u>	1 SET	✓ (except cable)
xxi)	<u>PLANT LIGHTING & FIRE FIGHTING SYSTEM</u>	1 SET	Client scope ✗
4.	PAINTING		
i)	2 COATS OF RED OXIDE PRIMER FOR BAG FILTER & SPARK ARRESTOR, ALL INTER CONNECTING DUCTING & 2 COATS OF FINISHED ENAMEL PAINT AFRER ERECTION (OUTSIDE PORTION)	1 LOT	✓
SL NO.	ITEMS DESCRIPTION	QTY	VENDOR SCOPE
5 i)	AIR COMPRESSOR WITH DRIVE ARRANGEMENT	1 SET	Client scope ✗ ✗
ii)	COMPRESSED AIR PIPING FROM THE SOURCE (Near to Existing bag Filter) OF COMPRESSED AIR TO BAG FILTER C. A. HEADER LOCATED ON TOP OF BAG FILTER	1 SET	✓
iii)	CIVIL WORKS (CIVIL FOUNDATIONS ONLY FOR BAG FILTER, SPARK ARRESTOTR, ID FAN, AND DUCT SUPPORTS). Civil Drawings are to be given by AYCL.	1 LOT	✗ Detailed drawings to be provided)
iv)	ID FAN, ID FAN MOTOR, ID FAN INLET DAMPER AND MOTORIZED LINE DAMPER	1 LOT	✓
v)	ALL ELECTRICAL SUPPLIES EXCLUDING THOSE WHICH ARE SPECIFICALLY MENTIONED IN OUR OFFER & ERECTION INCLUDING CABLING, EARTHING	1 LOT	✓
vi)	ELECTRICAL ERECTION INCLUDING CABLE LAYING TERMINATION ETC.	1 LOT	✓
vii)	SUPPLY OF INTERCONNECTING DUCTING WITH NECESSARY DUCT SUPPORTS	1 LOT	✓
viii)	ERECTION OF SUPPLIED EQUIPMENTS, DUCTING, DUCT SUPPORTS. CRANE IS TO BE PROVIDED BY CLIENT.	1 LOT	✓
ix)	ERECTION & COMMISSIOING OF BAG FILTER. CRANE IS TO BE PROVIDED BY CLIENT.	1 LOT	✓
x)	ERECTION & COMMISSIONING OF THE TOTAL SYSTEM.	1 Sys	✓

EXCLUSIONS

- ❖ All type of civil Supplies & work. (Drawings are to be given)
- ❖ Compressor with motor, & compressed air supply for Bag Filters.
- ❖ Dust disposal arrangement beyond RAL
- ❖ Plant lighting & fire-fighting equipment.
- ❖ Utilities & Service Supply lines up to Termination Points.
- ❖ All statutory approvals such as from Factory Inspector, Electric Inspector etc.
- ❖ GST as shall be applicable at the time of execution of the order (Prevailing 18%).

Technical Details of Bag Filter:-

- | | |
|---------------------------------|----------------------------------|
| a) Flow rate:- | 55,000 m ³ /hr |
| b) Temperature:- | 150 Deg C |
| c) Preferred size of bags:- | 127mm ODx 5040 mm
Long. |
| d) Air to Cloth ratio:- | 1.0 |
| e) Inlet dust:- | 5.0 gms/nm ³ |
| f) Guaranteed emission:- | within 30 mgm/nm ³ |
| g) Type of duct to be handled:- | dust & fumes from LD
Furnace. |

Parameters of bag Filter Fan.

- | | |
|----------------------|---------------------------|
| a) Volumetric Flow:- | 60,000 m ³ /hr |
| b) Static pressure:- | 500 mmwc |
| c) Temperature:- | 160-170 deg C |

Price basis:-

- a) FOR site of Tata Steel- Jamshedpur.

PREFERRED MAKE OF ITEMS

- 1) Filter bags - Genuine / Arvind
- 2) Pulse Solenoid Valves - ASCO/MANIK
- 3) Geared motor for RAV - PBL/Premium/NAW
- 4) Pr switch & DP switch – Switzer/Honeywell/Siemens
- 5) Zero speed switch – Jayashree
- 6) high level indicator - EIP /SAPCON
- 7) Manometer - Arnab enterprise/Any other eq make
- 8) FR Unit - Siemag Mumbai/SS Duncan
- 9) Actuators for dampers - AUMA / MARSH/LIMITORQUE
- 10) Drive motor for ID Fan - ABB / SIEMENS / BBL/ CG / MARATHON

DETAIL OF EMD AMOUNT

Rs 50,000 in the form of Demand Draft payable to Andrew Yule & Co Ltd.

Firms with MSME registration are exempted from submission of EMD against submission of documents.

Details of Drawings/Documents

PLANT LAYOUT ENCLOSED IN pdf FORMAT.

Annx-X

SCHEDULE OF DRAWING APPROVAL

SCHEDULE OF SUPPLY

SCHEDULE OF ERECTION/COMMISSIONING

TOTAL COMPLETION SCHEDULE

BAR CHART ENCLOSED SEPARATELY INDICATING ABOVE ACTIVITIES.

Annexure-XI

Scope of Service:

NECESSARY ERECTION , COMMISSIONING ETC FOR THE BAG FILTER SYSTEM AS PER SCOPE OF SUPPLY GIVEN IN ANNEXURE-V.

NOTE:- CIVIL FOUNDATION WORK & SUPPLY OF CRANE & OTHER MATERIAL HANDLING FACILITY WILL BE UNDER THE SCOPE OF CLIENT.

Annx-XII

List of Erection Tools & Tackles.

Annx-XIII

List of Project Personnel with Organisation Structure.

Annx-XIV

RTGS details for payment.

DISCLAIMER

The information contained in this tender document or subsequently provided to bidder(s), whether verbally or in documentary or in any other form by or on behalf of Andrew Yule & Co. Limited ("AYCL") or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by AYCL to the prospective bidders or any other person. The purpose of this tender is to provide interested parties with the information that may be useful to them in making their financial offers pursuant to this tender (the "Bid"). This tender includes statements, which reflect various assumptions and assessments arrived at by AYCL in relation to the Work (as defined in the tender). Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This tender may not be appropriate for all persons, and it is not possible for AYCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtains independent advice from appropriate sources.

Information provided in this tender to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AYCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

AYCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in the bid stage.

AYCL also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this tender.

AYCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender. The issue of this tender does not imply that AYCL is bound to select a Bidder or to

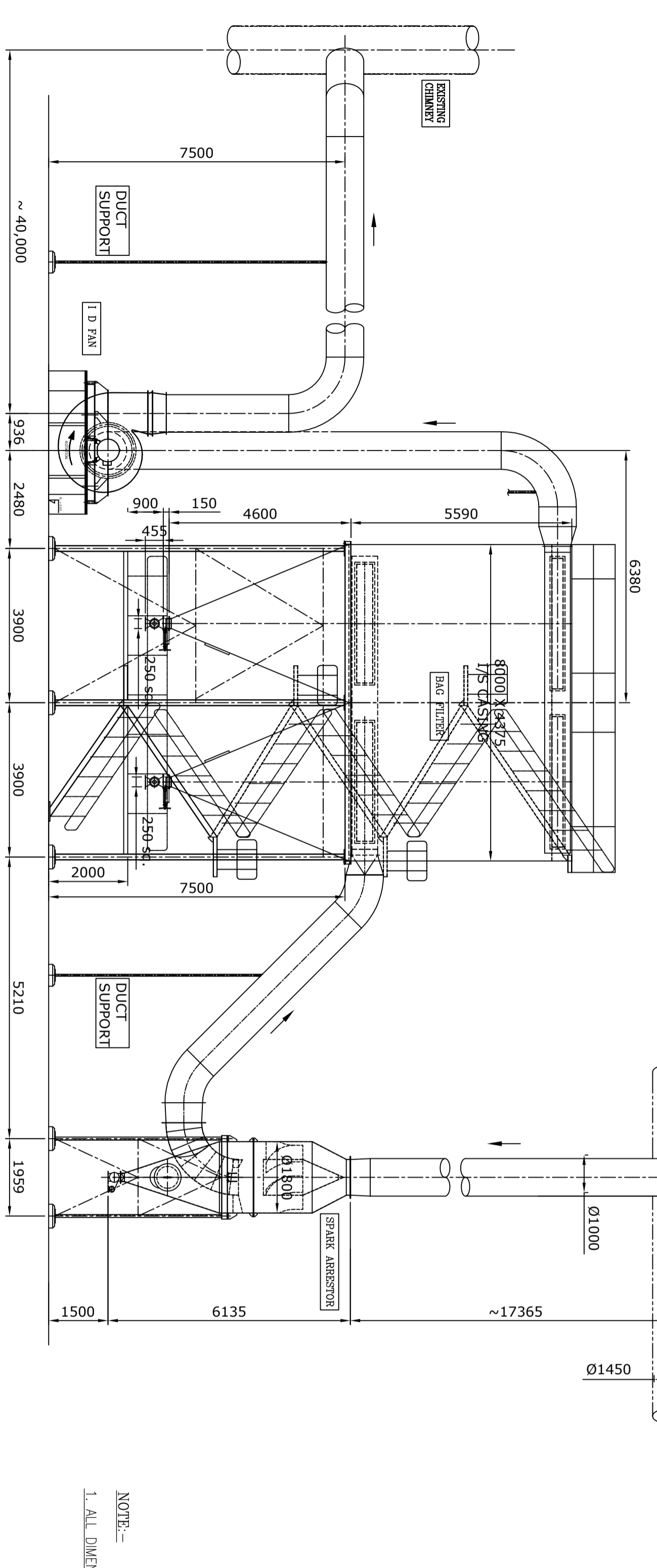
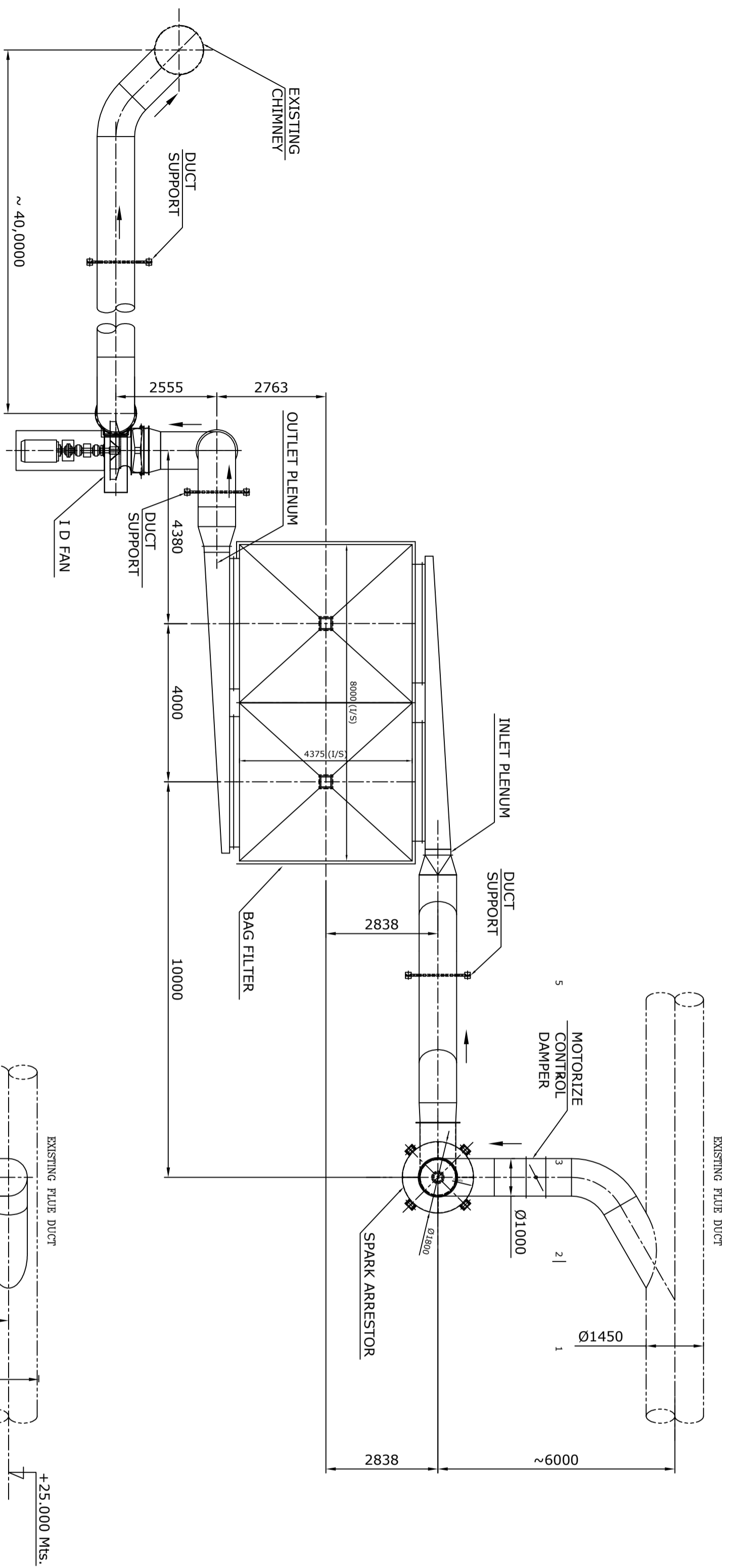
appoint the selected bidder for the work and AYCL reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AYCL or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and AYCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

The bidders are prohibited from any form of collusion or arrangement by a bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to do any such act on behalf of the bidder towards any officer/employee of AYCL or to any other person in a position to influence the decision of AYCL for showing any favour in relation to this tender or any other contract, shall render the bidder liable to such penalty as applicable under applicable law and as AYCL may deem proper, including but not limited to rejection of the bid and forfeiture of its bid security (as defined in the tender).

This tender shall be governed by the laws of India.

Each bidder's acceptance of delivery of this tender constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this tender, each bidder agrees that this tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



NOTE:-
1. ALL DIMENSIONS ARE IN MILLIMETER & LEVELS ARE METER UNLESS OTHERWISE STATED.

REVISION	NO.	DATE	BY	CHKD.

ANDREW YULE & CO. LTD. A GOVERNMENT OF INDIA ENTERPRISE ENGINEERING DIVISION		CUSTOMER TATA STEEL	
DRAWN: UD CHECKED: T.K.C. APPROVED: P.V.	DATE: 21.07.17 DATE: 21.07.17 DATE: 21.07.17	SCALE: PROPORTION N.T.S.	LIST: DRAWING NO. PART NO. WORK ORDER NO. SHEET 1 OF 1 DRAWING NO. SP-390-1/400/144 REV: 0

