

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	08-12-2021 15:00:00
<b>Bid Opening Date/Time</b>	08-12-2021 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Andrew Yule Company Limited
<b>Office Name</b>	Chennai
<b>Total Quantity</b>	967000
<b>Item Category</b>	Service provider for Assembling of CRGO lamination core up to 8 MVA Transformer (Q3) , Service provider for Assembling of CRGO lamination core above 8 MVA Transformer (Q3)
<b>Minimum Average Annual Turnover of the Bidder</b>	24 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover *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
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Service provider for Assembling of CRGO lamination core above 8 MVA Transformer
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	0.50
EMD Amount	24175

**ePBG Detail**

Required	No
----------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

ANDREW YULE & COMPANY LTD

CHENNAI, Department of Heavy Industry, ANDREW YULE COMPANY LIMITED, Ministry of Heavy Industries and Public Enterprises  
(Chennai Operation)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
-------------------------	-----

**MSE Purchase Preference**

MSE Purchase Preference	Yes
-------------------------	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get

precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.

### **Service Provider For Assembling Of CRGO Lamination Core Up To 8 MVA Transformer ( 37000 kilogram )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Thangaeswarapandian A	600096,no 5/346 old mahabalipuram road perungudi	37000	365

### **Service Provider For Assembling Of CRGO Lamination Core Above 8 MVA Transformer ( 930000 kilogram )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

## Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Thangaeswarapandian A	600096,no 5/346 old mahabalipuram road perungudi	930000	365

## Buyer Added Bid Specific Terms and Conditions

### 1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name ANDREW YULE & COMPANY LIMITED Account No. 20276303182 IFSC Code IDIB000A002 Bank Name INDIAN BANK Branch address ADYAR, CHENNAI 600 020.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 3. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**The bidder should be upload stamped & signed pages of below to confirming the Techno commercial conditions.**

SL NO	TERMS & CONDITIONS
1	<p><b>REQUIREMENT</b></p> <p>Service provider for assembling CRGO Lamination core for power transformer at our Perungudi Works as detailed below,</p> <p>1)Assembling of CRGO lamination CORE up to 8 MVA Transformer - <b>37 MT</b></p> <p>2)Assembling of CRGO lamination CORE above 8 MVA Transformer - <b>930 MT</b></p> <p>The quantity mentioned in the Tender is our approximate requirement up to 30.11.2022.</p>
2	Your offer should be in Rate/Kg only

3	The tenderer should have experience in assembling of CRGO lamination core for Power transformers (Step lap construction) of rating 10 MVA & above. As a proof of execution, order & performance certificate for minimum 5 Nos of step lap core assembly for 10 MVA & above rating transformer within last 5 years shall be uploaded
4	The firm should have valid ESI & PF registration numbers. Copy of allocation letter and copy of latest remitted challan shall be uploaded.
5	All the raw materials / bought out components required for manufacturing activity shall be provided by AYCL. The contractor shall collect the above material from the respective departments.
6	The tools, jigs, fixtures and machines required for carrying out the manufacturing activity shall be provided by AYCL. The contractor shall handle / use the above with care for the appropriate work.
7	The insulation components required for manufacturing activity shall be prepared / cut to size by the contractor as per AYCL drawing with minimum wastage.
8	Non-conformity due to poor workmanship / mistake shall be reworked by the contractor free of cost. Suitable compensation will be paid by contractor to AYCL for consequent delay in dispatch, if any.
9	Unloading of raw material / bought out components shall be under the scope of AYCL. However, handling / transportation of these components to the respective manufacturing areas, including in process internal transportation between departments, will be under the scope of the Contractor.
10	Contractor should supply only adequate adult male laborers, medically fit above 20 years of age. The supply of labourers shall be in shifts as decided by the company. In order to maintain continuity of work and quality standards the contractor shall not change the work force without the prior approval of the company. In case of absence of any of the labor deployed, Contractor shall engage substitutes for satisfactory performance of the assigned job.
11	Contractor shall not employ any worker without covering him under ESI and producing proof of the same. AYCL shall not be responsible for any injury or death of the workmen engaged by the contractor and all liabilities arising out of such injury or death shall be on the contractor.

12	Contractor will keep indemnified and will keep the Company indemnified against all losses due to acts of omissions or negligence, dishonest or misconduct of labourers engaged by you on the contract work at our factory premises and company will not be liable to pay any damages or compensation to such persons or to third parties.
13	The Company is not responsible or / accountable for any injuries / mishaps to the labourers engaged by you during the course of engagement in the work premises of the company or while on duty except giving First Aid. Subsequent adequate medical treatment facilities are provided to the person(s) concerned free of cost without fail by you at no extra cost to the Company. In addition, you shall also be liable for meeting with statutory liabilities under the ESI / PF or Workmen's Compensation Act as detailed above.
14	Contractor will, at all times indemnify the Company against any claim which may be made under Workmen's Compensation Act, 1923 or any statutory notification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any labourers or other person whose entry into our premises has been authorized by you will take out such insurance on lives of men employed at our factory site and will produce such policy to us.
15	Contractor shall indemnify and compensate the Company, if the Company as principal employer under the Contractor Labour (Regulation and Abolition) Act 1970 becomes liable to assume any liability towards the labourers supplied by you. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in total.

16	<p>Contractor shall fully comply with the provisions of the following labour enactments as may be applicable to the Contractor:</p> <ul style="list-style-type: none"> <li>i) License under contract Labour Regulation &amp; Abolition Act from Contract Labour Commission.</li> <li>ii) Factories Act, 1948</li> <li>iii) Payment of Wages Act, 1948</li> <li>iv) TN Minimum Wages Act, 1948</li> <li>v) Workmen Compensation Act, 1923</li> <li>vi) Employees State Insurance Act, 1948</li> <li>vii) Employees State Insurance Act, 1952</li> <li>viii) Payment of Bonus Act, 1965</li> <li>ix) Contractor Labour (Regulation and Abolition) Act 1970</li> <li>x) Any other labour enactment that may be applicable to the Contractor or contractor's workforce for the execution of the Labour contract.</li> </ul>
17	<p>The wages paid to labourers should conform to minimum wages act and other statutory payments act. This amount is to be disbursed to concerned persons on the appointed date and time, in the presence of management representative.</p>
18	<p>Contractor should ensure submission of periodic returns as required under contract labour (R &amp; A) Act 1970, Employees' Provident Fund &amp; Miscellaneous Provisions Act 1952, ESI Act 1948 etc. and copy of each of the return submitted should be made available to Principal Employer and enforcement officer under each statutory Act.</p>
19	<p><b>Arbitration:</b></p> <p>If any dispute arises between the company and contractor as to the terms and conditions of the agreement or method of compliance thereof, the matter shall be placed before the General Manager (CO), Chennai-96, as the sole arbitrator and his decision thereon will be final and binding on both the parties. The procedure laid down in Indian Arbitration Act 1940 under the rules made there under from time to time shall apply in the matter of reference. Only court at Kolkata shall have jurisdiction to entertain a claim or for enforcement of award. Notwithstanding references of any matter for arbitration, the contract shall continue to exist, itself is a subject matter for arbitration.</p>

20	<p><b>Force Majeure :</b></p> <p>In case of strike, accident, natural calamity, acts of god and other unforeseen contingencies causing stoppage of production at Andrew Yule factory, Andrew Yule reserves the right to cancel and/or modify this contract without liability for compensation and/or claim of any description.</p>
21	<p><b>Legal condition:</b></p> <p>It is recorded that this purchase order / contract / agreement is executed and concluded by and between the parties hereto at premises No.5/346, Old Mahabalipuram Road, Perungudi, Chennai 600 096 and in the event 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>
22	<p>The Contractor shall not appoint any sub-contractor or sublet or assign or transfer any of his rights under the agreement to other persons. In the event of any such transfer or assignment, the agreement shall, at the option of company, stand terminated and security deposit deposited by the contractor will be forfeited.</p>
23	<p>Income-Tax as applicable will be deducted from the wage/ salary bills payable.</p>
24	<p>The company reserves the right to terminate the contract by giving one month notice without assigning any reason thereof</p>
25	<p>Payment will be made on monthly basis after receipt of pre-receipted invoice along with proof (challan copy) of ESI &amp; PF contribution paid and with attendance particulars duly certified by the personnel department. Subject to this compliance, only monthly payment shall be released.</p>

## 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---**