

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 11-06-2024 15:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 11-06-2024 15:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 60 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Heavy Industries And Public Enterprises |
| Department Name/विभाग का नाम | Department Of Heavy Industry |
| Organisation Name/संगठन का नाम | Andrew Yule Company Limited |
| Office Name/कार्यालय का नाम | Chennai |
| Total Quantity/कुल मात्रा | 28 |
| Item Category/मद केटगरी | Dispatch packing of Transformer Parts / accessories for Transformer Rating up to 12.5 MVA , Dispatch packing of Transformer Parts / accessories for Transformer Rating 15 MVA to 20 MVA , Dispatch packing of Transformer Parts / accessories for Transformer Rating up to 31.5 MVA |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 1 Year (s) |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria *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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Primary product category | Dispatch packing of Transformer Parts / accessories for Transformer Rating up to 31.5 MVA |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |

| Bid Details/बिड विवरण | |
|---|-----------------------------|
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

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| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Dispatch Packing Of Transformer Parts / Accessories For Transformer Rating Up To 12.5 MVA (12 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Dineshkumar B | 600096,no 5/346 old mahabalipuram road perungudi | 12 | 365 |

Dispatch Packing Of Transformer Parts / Accessories For Transformer Rating 15 MVA To 20 MVA (2 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Dineshkumar B | 600096,no 5/346 old mahabalipuram road perungudi | 2 | 365 |

Dispatch Packing Of Transformer Parts / Accessories For Transformer Rating Up To 31.5 MVA (14 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Dineshkumar B | 600096,no 5/346 old mahabalipuram road perungudi | 14 | 365 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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.

3. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract 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>REQUIREMENT</p> <p>Service provider for packing the transformer loose parts / accessories in Packing Cases /Packing Crates (Rubber Wood) as per our sizes for power transformer at our Perungudi Works, as detailed below</p> <p>1. Dispatch packing of Transformer Parts / accessories in rubber wood Packing cases /packing crates for Transformer Rating up to 12.5 MVA - 2 Sets</p> <p>2. Dispatch packing of Transformer Parts / accessories in rubber wood Packing cases /packing crates for Transformer Rating 15 MVA to 20 MVA - 2 Sets</p> <p>3. Dispatch packing of Transformer Parts / accessories in rubber wood Packing cases /packing crates for Transformer Rating up to 31.5 MVA - 14 Sets</p> <p>The quantity mentioned in the Tender is our approximate requirement up to 31.05.2025.</p> |
| 2 | Your offer should be in Rate/ Set (Inclusive of GST) |

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| 3 | The tenderer should have experience in Packing engineering components in Packing Cases / Packing Crates. As a proof of execution, order & performance certificate for 1 year 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 | The necessary Transformer Loose Parts/ accessories to packed, nails, polyurethane foam sheet, stretch film, metal strap, support wood will be given by AYCL. The contractor shall collect the above material from the respective departments. |
| 6 | Non-conformity due to poor workmanship / mistake shall be reworked by the contractor free of cost. |
| 7 | Contractor should supply only adequate adult male laborers, medically fit above 20 years of age. |
| 8 | 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. |
| 9 | 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. |
| 10 | 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. |

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| 11 | 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. |
| 12 | 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. |
| 13 | <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"> i) License under contract Labour Regulation & Abolition Act from Contractor Labour Commission. ii) Factories Act, 1948 iii) Payment of Wages Act, 1948 iv) TN Minimum Wages Act, 1948 v) Workmen Compensation Act, 1923 vi) Employees State Insurance Act, 1948 vii) Employees State Insurance Act, 1952 viii) Payment of Bonus Act, 1965 ix) Contractor Labour (Regulation and Abolition) Act 1970 x) Any other labour enactment that may be applicable to the Contractor or contractor's workforce for the execution of the Labour contract. |
| 14 | Contractor should ensure submission of periodic returns as required under contract labour (R & A) Act 1970, Employees' Provident Fund & 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. |

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| 15 | <p>Arbitration:</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 Executive Director (E-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> |
| 16 | <p>Force Majeure :</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> |
| 17 | <p>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 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> |
| 18 | <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> |
| 19 | <p>Income-Tax as applicable will be deducted from the bills payable.</p> |
| 20 | <p>The company reserves the right to terminate the contract by giving one month notice without assigning any reason thereof</p> |
| 21 | <p>Payment will be made on monthly basis after receipt of pre-receipted invoice along with proof (challan copy) of ESI & PF contribution paid and with attendance particulars duly certified by the personnel department. Subject to this compliance, only monthly payment shall be released.</p> |

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The contractor will be informed about the packing requirement time to time and the manpower required for packing should be provided within 2 days from the date of intimation.

It is to be noted that as per General Terms & Conditions of GeM, quoted rates in bid/RA are inclusive of taxes etc. If any bidder mentions extra GST, freight, insurance in technical/catalogue, this shall not be considered valid and no further clarification shall be sought thereof.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---