

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

CORRIGENDUM 1

TENDER DOCUMENTS FOR SUPPLY OF CONTRACT LABOUR ON CONTRACTUAL BASIS FOR VARIOUS SERVICES VIZ: MATERIAL HANDLING, SWEEPING & CLEANING, SAND BLASTING & PAINTING, PACKING, GARDENING ETC. AT OUR KALYANI WORKS.

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/Firm/Agency** for supply/providing **CONTRACT LABOUR on contractual basis**, the details of which are available in Annexure-II,III, IV,V and VI as specified in 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:-

1. Sealed tenders are invited from eligible Labour Contractors registered with Labour Department by Andrew Yule & Company Limited, Engineering Division, for various services viz. Material Handling, Sweeping & Cleaning, Sand Blasting & Painting, Packing, Gardening etc. at Kalyani Works. The contract will remain valid for a period of 12 months from 01-2-2017 with a provision to extend further one year on mutual agreement. The details of services required are given in Annexure-VII.

Schedule of Tender

1.	TENDER NO.	ENGG/LAB-CON/KW/PM/16-17/3
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/ENGG.DIVN/10/16-17/ET/189
4.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	28/12/2016
5.	Date of availability of NIT to the Vendors for downloading	12/01/2017
6.	Earnest Money Deposit	<ul style="list-style-type: none"> • “Earnest Money Deposit” of Rs.20, 000 (Rupees Twenty Thousands only) to be paid by D.D. favouring Andrew Yule &Co Ltd, payable at kolkata.
7.	Tender Fee	<ul style="list-style-type: none"> • “Tender Fee”-Rs.500 (Rupees Five Hundred only) 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	28.12.2016-4:30 PM
9.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	20.01.2017-02:00 PM(As per Corrigendum 1)
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	20/01/2017-02.30 PM(As per Corrigendum 1)

11.	Date & time of opening of Part-II (Price Bid)	20/01/2017-03:00 PM(As per Corrigendum 1)
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List of Annexure

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Important Instructions for E-procurement

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

You are requested to read the Terms & Conditions (Annexure- II, III, IV, V and VI) 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 ONLINE AT www.mstcecommerce.com/eprohome/aycl

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

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

Contact person (ANDREW YULE & COMPANY LTD):

1. Mr. PradipMajumder

Manager (Purchase)

Ph. No: (033) 2582-5734,+91(33) 2582 8279

Cell : +91 98310 01118

Fax : +91(33) 2582 8581

Email: pradip.majumder@andrewyule.com

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. ArindamBhattacharjee

Deputy. Manager (E-commerce)

MobileNo: 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. MsSumonaMaity

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 updates79 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 & Conditions)

Earnest Money of Rs.20, 000.00 (Rupees Twenty thousand only) and Tender Fee-Rs.500/- (Rupees Five hundred only, non refundable)to be paid by DD favouring Andrew Yule & Co. Ltd. Payable at Kolkata.

- **General Information (Annexure - II) is to be filled up & to be submitted along with EMD & Tender fee in sealed envelope to DGM (Materials), Kalyani Works , Andrew Yule & Co. Ltd., Plot 16A & B , Block D , Kalyani - 741235 , Nadia , West Bengal.**

In case of failure to submit the EMD& Tender Fee within the stipulated time, the Tender will not be considered.

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. Copies of purchase Orders & Performance Certificate from at least three PSU/reputed Organizations for having supplied Contract Labour on contractual basis during the year 2015-2016. Offers received without copies of performance certificate will/may be rejected.
5. Balance sheets and P&L Account. (2013-2014, 2014-2015 & 2015-2016).

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 above fees and submitted documents to Andrew Yule will be short listed by Andre Yule and those qualified bidders can only 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 enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid.
- 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.

l 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.

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.

ANDREW YULE & COMPANY LIMITED
Kalyani Works, Engineering Division

General Information

Ref. Tender No.: ENGG/LAB-CON/KW/PM/16-17/3 Dated: 28/12/2016

(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. Strength of manpower in pay roll :

5. Trade License No. if any

**(Please attach a photo
Copy of the license) :**

6. Service Tax Registration No. if any:
(Please enclose photocopy of Reg.)

7. Banker's name

(a) Name of the Bank :

(b) Name& address of the Branch :

(c) Account No. :

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

8. Registration No. with Labour department for providing contract labour (attach copy of certificate):

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

10. ESI Code No. & Copy of Challan for amount last remitted.

11. PF Code No. & Copy of Challan for amount last remitted.

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

13. Name of present customer (photocopy of ew contracts may be enclosed):

I/we hereby certify that the particulars furnished by me/us above are true to the best of my / our knowledge and belief and mis-representations of facts will render me/us liable to my/our action as may be deemed fit by Andrew Yule & Co. Ltd. (Engineering Division) & have the sole discretion to reject or accept my/our candidature.

(Signature of the Applicant)
Office Stamp/Seal.

Place :

Date ;

List of Enclosures:

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

SL NO	TERMS & CONDITIONS
1	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.
2	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.
3	Security Deposit - The EMD amount of the successful Bidder will be retained as security deposit towards the execution of the order and the same will be released after completion of order. Please confirm acceptance.
4	Liquidated damage - If the delivery is delayed beyond the date of scheduled date of despatch in the purchase order, penalty will be levied @ 1/2% per week subject to a maximum of 5% . Please confirm acceptance.
5	Legal condition: 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, WB 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. Please confirm acceptance”-.
6	Validity of offer: Your price should be valid for acceptance for a period of 90 days from the date of opening of techno-commercial bid.
7	The price quoted should be valid for supplies/deliveries for one year.
8	The credit period will start from the date of receipt of bill at Andrew Yule, Co, Kalyani Works.
9	PAYMENT TERMS: -Direct Credit
10	Please indicate the number of days of direct credit. (Andrew Yule’s payment term is minimum 60 days direct credit. If the offered payment terms is less than 60 days , bids will be opened at the sole discretion of Andrew Yule & price will be loaded as per Andrew Yule’s norms)

GENERAL TERMS AND CONDITIONS

1. EMD:Rs.20,000/- (Rupees Twenty Thousand only) by way of Demand Draft drawn in favour of M/S ANDREW YULE & CO.LTD Payable at Kolkata.

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. The total EMD should be Rs: 20,000/=

Bidders who are MSMED 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.

- 2.Bidder should submit copies of purchase orders & Performance Certificate from at least three reputed PSU/ Organizations for providing/supply of contract labour during the year 2013-2014 & 2014-2015.Offers received without copies of performance certificate may be rejected
6. Bidders should enclose copy of last 3 years Balance sheets and P&L Account. (2013-2014, 2014-2015 & 2015-2016).
7. Bidders should enclose a DD for Rs: 500 /= in favour of ANDREW YULE & CO.LTD, Payable at Kolkata towards cost of tender document.

8. THE RIGHTS OF THE COMPANY

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

Other Terms and Conditions

1. Interested Labour Contractors may quote their rates for engaging labourers on monthly wage basis plus Service Charges in percentage on labour rate quoted. Your price bid will contain item by item split up details like Minimum Wage, ESI, PF, Bonus, Labour Welfare Fund etc.
2. The tenderer should be duly registered, independently established and should comply with the following statutory formalities and produce the following at the time of submission of tender.
 - a) License from Labour Department for any work done during earlier period.
 - b) P.F. registration code from Provident Fund authority.
 - c) Group insurance coverage to the workmen engaging or ESI coverage is must.
 - d) Income Tax Clearance certificate.
 - e) Permanent Account Number (PAN) and Bank name.
3. The tenderer should have a minimum 2 years experience for supplying labourers and carrying out contractual job in reputed companies (Labour supply contract).
4. Contractor shall pay daily wages in accordance with the minimum wages ACT, Area-A of Central Government as notified by circular and revised from time to time. The payment should be made on or before the specified date under the payment of Wages Act / Minimum Wages Act.
5. Income Tax as applicable at source will be deducted.
6. The work is to be carried out from as per our requirement.
7. The required strength of workers under various categories as stated in Annexure-III is indicative only. The actual deployment shall be as per actual requirement and to be decided by the Works Management.
8. Terms of Payment – Payment of wages will be made on the 10th day of succeeding month. The Contractor will be responsible for making the payment directly to the labourers by 7th of each month from his own sources and subsequently raise the bill for reimbursement.
9. The tenderer has to maintain all the Registers and Records duly up-dated as per the Contract Labour (Regulations & Abolition) Act 1970 and Rules 1971, the Payment of Wages Act & Rules and the Payment of Minimum Wages Act & Rules are applicable to the contractor.

10. The tender either fully or partly may be rejected by the company without assigning any reason thereof. The company reserves the right to engage any other contractor for the said job to meet urgency.

11. The offer shall remain valid for 90 days from the date of opening the tender.

I / we hereby agree to carry out the work as per the terms & conditions of the work order / contract.

Date:

Address of the Tenderer

Signature of the Tenderer with seal

Special Terms& Conditions for Carrying Out Miscellaneous Works in Our Factory

1. All the jobs entrusted to the contractor from time to time shall be carried out strictly according to the instructions given in the contract by the manager of the company or any one authorized on his behalf.
2. The work shall be supervised by the contractor himself. It is distinctly understood that the contractor shall not on any account employ any subcontractor to undertake the said work.
3. The contractor shall engage workmen on day-to-day basis subject to availability of work and requirement and company's permission for fixing his labour strength from time to time.
4. The normal working hours shall be 09.00 AM to 05.30 PM with half-an hour lunch break. However, the timing may be changed at the discretion of the management from time to time.
5. If the company incurs any liability by way of demurrage, etc. due to any lapse on the part of the contractor, the same will be recovered by the company from the contractor's bill.
6. If the contractor incurs any liability to his workmen or to any other party on account of termination of the contract, the same shall be discharged by the contractor himself.
7. The contract may be terminated by either side with 3 calendar months' notice in writing.
8. The contractor must submit the current and valid income tax clearance certificate to our Accounts department.
9. No advance on any account will be paid to the contractor during the period of contract.
10. Annual bonus should be paid by the contractor to the workmen engaged by him every year.
11. The contracted rate as indicated will be in force for a period of one year as mentioned in the work order. No enhancement of rate, etc. will be allowed during the contract period.
12. Contractors should ensure that labourer(s) having due coverage under ESI, PF are deployed at the factory. Due intimation about ESI & PF of each labourer has to be given immediately on deployment at the factory.
13. Bills have to be submitted by the contractor duly supported by the copies of ESI & PF challans of the previous month.

Return of ESI & PF in respect of the labourer(s) deployed at the factory have to be submitted to the respective authorities in due time and a copy of such document duly acknowledged by the authorities may also be furnished to Accounts Department.

14. Licence has to be taken under Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under. A photocopy of the said licence is to be furnished. Renewal and/or modification, if required, should be made by the contractor.
15. Contractor shall pay daily wages in accordance with the minimum wages ACT, Area-A of Central Government as notified by circular and revised from time to time. The payment should be made on or before the specified date under the payment of Wages Act / Minimum Wages Act.
16. Personal Safety Protective Equipment should be arranged / provided by the contractor to the labourer(s) engaged by him.
17. Strict observance of the usages of Personal Safety Protective Equipment by the labourer(s) has to be ensured by the contractor.
18. Performance of all the laws of the land covering employer and / or labour will be the responsibility of the contractor and any payment in this respect will be to the account of the contractor only.

I / we hereby agree to carry out the work as per the terms & conditions of the work order / contract.

Date:

Address of the tenderer

Signature of the tenderer with seal

Details of labourer utilization on daily basis

A. Unskilled labours are required at following areas:

- Sand/Grit Blasting, Packing & Painting.
- Material handling from various sheds and Stores.
- Loading & unloading of jobs on machine.
- Removal of scrap from machine.
- Sweeping & Cleaning of Shop/Office floor.
- Maintenance of Plant & Machinery.
- Tea/Coffee corner inside Administrative Building.
- Hydra/Fork
- Other utility jobs e.g. cleaning of Water tanks (overhead & underground), Civil job, Gardening, if required, on emergency basis, jungle cutting as and when required ETC.

Unskilled Labour heads required

- Sand/Grit Blasting ,Packing& Painting - 8 Heads
 - Mech. Maintenance - 2 Heads
 - Sweeping & Cleaning - 2 Heads
 - Material Handling & Cleaning - 3 Heads
 - Gardening - 1 Head
 - Tea/Coffee Corner - 2 Heads
 - Store Third Party Material delivery - 1 Head
 - Mobile Hydra/Crane - 1 Head
 - Forklift - 1 Head
- Total =21 Heads

Total heads required per year: 21 heads x 26 days x 12 months = 6552

Contract period: 01-2-2017 to 31-1-2018

Annexure VIII
PRICE BID

Rate break up/month/head (in Rs.):

Type of Personnel	Wages/month as per minimum Wages Act. Applicable for Central Govt. Organization	EP.F Contribution as per act (%)	E.S.I. as per act (%)	Bonus (%)	Service Charge (%)	Total amount/month (26 days)
Un skilled						

The rates shall be for duties on all days of the month and no extra payment will be made for duties on weekly off days / public holidays.

The company will deduct Income tax at the prevailing rates.

