

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	14-01-2022 15:00:00
<b>Bid Opening Date/Time</b>	14-01-2022 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>	Registered Office
<b>Total Quantity</b>	3
<b>Item Category</b>	Engagement of consultant for preparation of Work Instruction Manual at Engg Factory, Kalyani (WB) (Q3) , Engagement of consultant for preparation of Work Instruction Manual at Electrical Factory, Chennai (Q3) , Engagement of consultant for preparation of Work Instruction Manual at Tea Gardens in WB & Assam (Q3)
<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,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	50 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Engagement of consultant for preparation of Work Instruction Manual at Tea Gardens in WB & Assam
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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**ePBG Detail**

Required	No
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**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	No
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**Details of the Competent Authority for MSE**

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

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

**MII Purchase Preference**

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

2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Engagement Of Consultant For Preparation Of Work Instruction Manual At Engg Factory, Kalyani (WB) ( 1 set )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

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

**Engagement Of Consultant For Preparation Of Work Instruction Manual At Electrical Factory, Chennai ( 1 set )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

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

**Engagement Of Consultant For Preparation Of Work Instruction Manual At Tea Gardens In WB & Assam ( 1 set )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

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

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

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

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

### 2. Scope of Supply

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Engagement of consultant for preparation of Work Instruction Manual.

- Scope of Work:** Consultancy service for preparation of Quality Manual, Quality Procedures, Operation manuals with process flow, Work instruction manual & Forms & Formats Manual.

**Note:** Any other work not mentioned in the above is to be carried out by the selected consultant.

### 2. Terms & Conditions:

- Price:** Price quoted by the consultant should be **location wise** with inclusive of the Taxes & Duties (GST).

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

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

- Location of Audit:** Tea Gardens, Factories at Kalyani (WB) and Chennai.

- Payment term:** Complete payment with all the taxes & duties will be done within 30 days from the

date submission of all manuals subject to acceptance of authority of AYCL

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

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

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

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

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

**x. Confidentiality**

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

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

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

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

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

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

Any information made public with the prior consent of the Buyer

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

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

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

**---Thank You---**

**ANDREW YULE & CO. LTD.**  
**GENERAL DIVISION**  
**Work Instruction Manual**

Engagement of consultant for preparation of Work Instruction Manual.

1. **Scope of Work:** Consultancy service for preparation of Quality Manual, Quality Procedures, Operation manuals with process flow, Work instruction manual & Forms & Formats Manual.

***Note:** Any other work not mentioned in the above is to be carried out by the selected consultant.*

2. **Terms & Conditions:**

- i. **Price:** Price quoted by the consultant should be **location wise** with inclusive of the Taxes & Duties (GST).
- ii. **Price Variation:** The rate should remain firm during pendency of the contract.
- iii. **Completion:** Within 30 days from the date of issuance of Purchase Order / LOI.
- iv. **Location of Audit:** Tea Gardens, Factories at Kalyani (WB) and Chennai.
- v. **Payment term:** Complete payment with all the taxes & duties will be done within 30 days from the date submission of all manuals subject to acceptance of authority of AYCL
- vi. **Liquidated Damage:** In case of any delay from the consultant beyond the scheduled date of completion as per the purchase order, penalty will be levied @0.5% per week subject to maximum of 5% of the order value.
- vii. **Force Majeure:** Any delay or failure in the performance of either consultant hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.
- viii. **Risk Purchase:** In the even to any breach of contract on the part of the consultant, AYCL reserves the right to cancel the contract and get the balance work executed by some other source sat the risk and cost of the consultant. The work will be commenced and completed as per the time schedule mentioned in the work order. If the consultant makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not upto the expected standards, AYCL reserves right to cancel the contract at 3(three) days' notice at any time during

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- c.** The consultant agrees that any advice or communication or information or document as disclosed by the Buyer pursuant to this Purchase order or inconnection with the job, in any form, shallbe treated as strictly confidential and will be used solely by the consultant only for the purpose of execution of the job. The consultant further warrants that such advice and communication will not be disclosed by the consultant or its directors or employees or agents and representatives or any third entities in any manner without the prior written approval of the Buyer unless the consultant is required to do so by law or by any government authority, under immediate intimation to the Buyer. However, in the event of violation of the confidentiality for which consequential damagesus trained by the buyer, the consultant agrees to make necessary good to the buy the same.
- d.** The Consultant agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this job shall be kept confidential from the date of commencement of the job or placement of this PO, whichever is earlier. Allthe confidential information/document/data will be kept confidential for sinedieprovided that the foregoing confidentiality obligation shall not apply to:

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



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

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

Any information made public with the prior consent of the Buyer

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