

**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 DOCUMENTS FOR SUPPLY OF FLANGE MOUNTED ELECTRIC ROTARY REGULATING TYPE ACTUATOR WITH MANDATORY ACCESSORIES.**

**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. Technical Specification is available in **Annexure-V** of this tender document.

Tender document may be downloaded from MSTC website:

[www.mstcecommerce.com/eprochome/aycl](http://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/OEM FOR SUPPLY OF FLANGE MOUNTED ELECTRIC ROTARY REGULATING TYPE ACTUATOR WITH MANDATORY ACCESSORIES. & TORQUE : 11900 N-m, Bore Dia – 60 mm (Minimum) , ACTUATOR SHOULD BE IN FINISH BORE . DAMPER TORQUE : 9125 N-m.**

Price quoted should be FOR destination/Site.

### Schedule of Tender

1.	<b>TENDER NO.</b>	AYCL/ENGG/MSD/Z219C/16-17/17/V Dated: 7.2.17
2.	<b>MODE OF TENDER</b>	e-Procurement System Online submission of <b>Part I - Techno-Commercial Bid</b> and <b>Part II - Price Bid</b> through <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a> The intending bidders are required to submit their offer electronically through this e-tendering portal. <b>No physical tender is acceptable by AYCL/MSTC</b>
3.	<b>E-Tender No. / Event No.</b>	AYCL/ENGINEERING DIVISION/18/16-17/ET/220
4.	<b>Date of publication of e-Tender through publication in MSTC/AYCL websites and Central Public Procurement Portal</b>	17.2.17
5.	<b>Date of availability of NIT to the Vendors for downloading</b>	17.2.17
6.	<b>Earnest Money Deposit</b>	<ul style="list-style-type: none"> <li>• “Earnest Money Deposit” of Rs.5000 (Rupees Five Thousands only) to be paid by D.D. favouring <b>Andrew Yule &amp;Co Ltd</b>, payable at <b>Kolkata</b>. Moreover EMD can be waived under following clauses :</li> <li>• Procurement from the vendor whose turnover is more than 50 crores ( balance sheet is to be provided )</li> <li>• Procurement from MSME industries ( certificate is to be provided )</li> <li>• Procurement of vendor who has substantial dues more than 5% of the estimated tender value. ( Bill details is to be provided )</li> </ul>
7	<b>Tender Fee</b>	<ul style="list-style-type: none"> <li>• Tender Fee – Rs. 1,000/- (One Thousand only) to be paid by D.D. favoring <b>Andrew Yule &amp;Co Ltd</b>, payable at <b>Kolkata</b>.</li> </ul>
8	<b>Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a></b>	17.2.17 – 10:00 AM
9	<b>Date of closing of Online e-tender for</b>	23.2.17 – 02:00 PM

	submission of Techno-Commercial Bid & Price Bid at <a href="http://www.mstcecommerce.com/eprochome/aycl">www.mstcecommerce.com/eprochome/aycl</a>	
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	23.2.17 – 03:00 PM
11	Date & time of opening of Part-II (Price Bid )	23.2.17 – 04:00 PM

**List of Annexure**

<b>Important Instructions for E-procurement -</b>	<b>Annexure-I</b>
<b>General Information-</b>	<b>Annexure-II</b>
<b>Techno commercial terms</b>	<b>Annexure-III</b>
<b>General Terms &amp; Conditions</b>	<b>Annexure-IV</b>
<b>Technical Specification</b>	<b>Annexure-V</b>

**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](http://www.mstcecommerce.com/eprochome/aycl)**

- 1) Vendors are required to register themselves online with **[www.mstcecommerce.com](http://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. Gourab Banerjee  
Asst. Manager – Material  
**[gourab.banerjee@andrewyule.com](mailto:gourab.banerjee@andrewyule.com)**  
Cell- 9674037162

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

2. Mr. Subhankar Saha  
Engineer – Material  
**[subhankar.saha@andrewyule.com](mailto:subhankar.saha@andrewyule.com)**  
Cell – 9038645830

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

**Contact person (E-Commerce, MSTC Ltd):**

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 1. Mr. Arindam Bhattacharjee    | 2) Mr. Sabyasachi Mukherjee       |
| Deputy. Manager (E-commerce)    | Assistant Manager (E-commerce)    |
| Mobile No: 09330102643          | Mobile- 07278030407               |
| Email: arindam@mstcindia.co.in  | Email: smukherjee@mstcindia.co.in |
| Landline: (033) 22901004        |                                   |
| 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](http://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 SI No 1 of Annexure-IV, General terms & condition).
- Tender Fee – Rs. 5,000/- (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. Copies of purchase Orders & Performance Certificate from at least three reputed Organizations for having supplied same materials and provided same service during the year 2014-2015/2015-2016. Offers received without copies of performance certificate will/may be rejected.
5. Balance sheets and P&L Account. (2013-2014, 2014-2015 & 2015-16).

**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](http://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.
- 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](http://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](http://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**

**Tender ref.: AYCL/ENGG/MSD/Z219C/16-17/17/V**

**Dated: 7.2.17**

**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) :**

5. Service Tax Registration No.  
(Please enclose photocopy of Reg.)

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. Sales tax Registration No.

(a) Central :

(b) State / VAT :

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:

## TECHNO-COMMERCIAL TERMS

(To be filled online in MSTC portal).

SL NO	TERMS & CONDITIONS
1	<b>Delivery period/Lead time:</b> Within 8 weeks from the date of order placement/drawing approval as applicable.
2	<b>VAT/CST/ED/ST:</b> Pls. mention with registration No., if any
3	<b>Negotiated L1 price :</b> 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	<p><b>i)Risk purchase clause:</b> 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.</p> <p><b>ii) Force Majeure Clause:</b></p> <p>1. Force Majeure</p> <p>1.1 Neither vendor nor AYCL shall be liable to the other for any delay or non-performance of its obligations under this <b>Contract</b> arising from any cause beyond its reasonable control including in relation to either Party any act of God, governmental act, act of any regulatory authority, supervening illegality, war, fire, flood, explosion, power blackout, break-down of machinery, loss of utility, civil commotion, industrial dispute, manpower unrest acts or omissions of telecommunications or data communications operators or carriers , in relation to vendor (to the extent not directly attributable to vendor's negligence), (a "<b>Force Majeure Event</b>").The affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within no later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected Party of its obligations <b>under this Contract</b> shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after the Force Majeure Event, either Party may terminate this <b>Contract</b> by giving to the other Party seven (7) days' notice in advance.</p> <p>1.2 On the occurrence of any Force Majeure Event, the affected Party shall use all reasonable efforts (including emergency fixes and workarounds) to perform its obligations <b>under this Contract</b> during the period of suspension. Further the affected Party shall perform such part of its obligations pursuant to this Contract as are not affected by the Force Majeure Event.</p> <p>1.3 The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.</p>
5	<ul style="list-style-type: none"> <li>• <b>EMD - "Earnest Money Deposit"</b> of Rs.5000 (Rupees Five Thousands only) to be paid by D.D. favouring <b>Andrew Yule &amp;Co Ltd</b>, payable at <b>Kolkata</b>. Moreover EMD can be waived under following clauses :</li> <li>• <b>Procurement from the vendor whose turnover is more than 50 crores ( balance sheet is to be provided )</b></li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Procurement from MSME industries ( certificate is to be provided )</b></li> <li>• <b>Procurement of vendor who has substantial dues more than 5% of the estimated tender value. ( Bill details is to be provided )</b></li> </ul>
6	<b>Liquidated damage</b> - 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	<b>Arbitration:</b> All disputes relating to this order or relating to the price of the goods supplied there under or otherwise arising there from between the seller & the buyer shall be subjected to & referred to the court or competent jurisdiction situated within the limits 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 limits of the city of kolkata.
8	<b>Validity of offer:</b> Your price should be valid for acceptance till completion of complete supply/service, No price escalation will be entertained during that period
9	<b>Price Basis , P&amp;F :</b> 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. P&F – should be inclusive.
10	<b>PAYMENT TERMS:</b> - 60 Days Credit.
11	<b>Guarantee /Warrantee Clause:</b> The equipment must be guaranteed / warranted against faulty design, workmanship and material for a period of 24 months from the date of delivery or 18 months from the date of commissioning against faulty design/poor workmanship / manufacturing defect/ deformation in requisite quality.
12	<b>Inspection:</b> Inspection will be done by us/client at your works. Final inspection may be done, if required by us/client at site after receipt of the materials/installation of the item by you. Vendor to submit QAP for approval.
13	<b>Insurance :</b> Insurance upto our works at Kalyani , WB are inclusive in offer submitted by vendor.
14	<b>PBG :</b> 10% of the order value to be submitted , else 10% will be retained up to warranty period.

**GENERAL TERMS AND CONDITIONS**

1. EMD: By way of Demand Draft drawn in favor of M/S ANDREW YULE & CO.LTD Payable at Kolkata to be submitted. **“Earnest Money Deposit” of Rs.5000 (Rupees Five Thousands only)** to be paid by D.D. favouring **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.

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

2. Bidder should submit copies of purchase orders & Performance Certificate from at least two reputed Organizations for providing/supply of similar items/service during the year 2014-2015/2015-2016. Offers received without copies of performance certificate may be rejected.

3. Bidders should enclose copy of last 3 years Balance sheets and P&L Account. (2013-2014, 2014-2015, 2015-2016).

4. Bidders should enclose a DD for Rs: 1,000 /= 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 tenderer based on their past performance

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

**TECHNICAL SPECIFICATION**

**SUPPLY OF FLANGE MOUNTED ELECTRIC ROTARY REGULATING TYPE ACTUATOR WITH MANDATORY ACCESSORIES. & TORQUE : 11900 N-m, BORE DIA – 60 mm (Minimum) , ACTUATOR SHOULD BE IN FINISH BORE .(BORE DETAILS WILL BE PROVIDED LATER ON ) DAMPER TORQUE : 9125 N-m.**

**ELECTRIC ACTAUTOR SPECIFICATION**

<b>SR NO</b>	<b>PARAMETER</b>	<b>DETAILS</b>
1	OUTPUT TORQUE	11900 N-m.
2	MOUNTING TYPE	FLANGE TYPE , BORE DIA – 60 mm (Minimum) , ACTUATOR SHOULD BE IN FINISH BORE .(BORE DETAILS WILL BE PROVIDED LATER ON )
3	TYPE OF SERVICE	REGULATING
4	LIMIT SWITCHES	YES
5	TORQUE SWITCH	YES
6	MOTOR	BI- DIRECTIONAL
7	HAND WHEEL	YES , FOR EMERGENCY MANUAL OPERATION
8	OPERATING TIME	<30 Sec, CALCULATION IS TO BE PROVIDED

**QTY – 2 NOS.**

**MAKE : AUMA , ROTORK , LIMITORQUE.**