

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 06-05-2022 15:00:00 |
| Bid Opening Date/Time | 06-05-2022 15:30:00 |
| Bid Offer Validity (From End Date) | 60 (Days) |
| Ministry/State Name | Ministry Of Heavy Industries And Public Enterprises |
| Department Name | Department Of Heavy Industry |
| Organisation Name | Andrew Yule Company Limited |
| Office Name | Tea Division |
| Total Quantity | 400 |
| Item Category | Supply of Dust Coal to New Dooars Tea Estates (Q3) |
| Minimum Average Annual Turnover of the Bidder | 16 Lakh (s) |
| Years of Past Experience required | 3 Year (s) |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Experience Criteria,Past Performance,Bidder Turnover,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 |
| Past Performance | 80 % |
| Bid to RA enabled | No |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|-------------------|---------------|
| Advisory Bank | AXIS BANK LTD |
| EMD Percentage(%) | 0.50 |
| EMD Amount | 39000 |

ePBG Detail

| | |
|----------|----|
| Required | No |
|----------|----|

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

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

Beneficiary:

Dy General Manager (Supply Chain / Materials)

TEA DIVISION, Department of Heavy Industry, ANDREW YULE COMPANY LIMITED, Ministry of Heavy Industries and Public Enterprises
(Shantanu Boral)

Splitting

| | |
|---|-----|
| Splitting Applied | Yes |
| Maximum No. Of Bidders Amongst Which Order May Be Split | 3 |

Reserved for Make In India products

| | |
|-------------------------------------|-----|
| Reserved for Make In India products | Yes |
|-------------------------------------|-----|

MSE Purchase Preference

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

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

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued

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

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

Supply Of Dust Coal To New Dooars Tea Estates (400 metric tonne)

(Minimum 100% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | Sunil Kumar | 735203, New Dooars Tea Estate P.O. : Banarhat, Dist. : Jalpaiguri, West Bengal | 400 | 90 |

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. 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.

3. **Scope of Supply**

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

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Andrew Yule & Co Ltd payable at Kolkata.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Scope of Work:** Supply of Dust Coal to New Dooars Tea Estates, FOR garden on "door delivery" basis.

2. **Specification:**

Dust Coal: Coal conforming to grade "B" of non-coking coal as per Notification No.291 of Ministry of Energy in terms of Ash Content, Moisture content, Volatile matter, fixed carbon and UHV range 5600 K. Cal/Kg to 6199 K. Cal/kg.

We will be accepting Coal with UHV minimum 4940 K.Cal/Kg. conforming to Grade "C" below which the supplies will be rejected. The Coal should not be wet.

3. **Quantity:** 400 MT

4. **Testing:**

From each consignment / truck, two samples will be drawn with proper identification mark. One sample will be sent for testing and other will be retained at the estate level for future reference, if any.

- i. For every drop of UHV of 100 K. Cal/Kg. below 5600 K. Cal/Kg., deduction of Rs.200/- per Ton will be made from the agreed price. The Test Report will be final and binding on both sides.
- ii. For every rise of UHV of 100 K. Cal/Kg above 6199 K. Cal/Kg, bonus of Rs.75/- per Ton will be extended over the agreed price. The Test Report will be final and binding on both sides.

5. **The terms and conditions under which the order will have to be executed are as follows:**

- i. Parties should have the experience of supplying the said item(s) in Tea Gardens in Dooars (WB).
- ii. Parties should have office in Kolkata / Siliguri / Assam.
- iii. **Price:** Price quoted by the party should be inclusive of the Taxes & Duties (GST) and Freight &

Transit Insurance charges. Any other charges apart from the these should be included in the price

- iv. **Price Variation:** The rate should remain firm during pendency of the contract.
- v. **Delivery:** Within 3 months from the date of issuance of Purchase Order.
- vi. **Place of Delivery:** New Dooars Tea Estate, P.O.: Banarhat, Dist.: Jalpaiguri – 735 203 (WB)
- vii. **Liquidated Damage:** In the event of failure on the part of the contractor to complete entire work against the order to our full satisfaction within the specified period of completion, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value
- viii. **Force Majeure:** Any delay or failure in the performance of either party 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.
- ix. **Risk Purchase:** In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks' notice in writing.
- x. **Payment Terms:**

75% payment will be made within 7 days from the date of submission of Tax Invoice at our Kolkata Office against Original receipted challan.

Balance 25% payment will be made within 45 days from the date of receipt of material at the garden.

Payment will be made on the basis of weight of the Consignment recorded at garden Weigh Bridge wherever possible.
- xi. **Quantity Variation:** The quantity as indicated may vary to any extent for which the rates should remain firm.
- xii. **Splitting of Quantity:** To ensure smooth supply within specified schedule, total quantity of order for the group may be fragmented among L1/ L2 / L3 bidders at L1 rate. However, preference towards higher allocation will be given to the lowest bidder and so on.
- xiii. 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 & COMPANY LIMITED

Tea Division

Scope of Work / Technical Specification/Requirement

Ref. Tender No.: TED/Coal- New Dooars/2022-23/05

1. Scope of Work: Supply of Dust Coal to New Dooars Tea Estates, FOR garden on "door delivery" basis.

2. Specification:

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- vii. **Liquidated Damage:** In the event of failure on the part of the contractor to complete entire work against the order to our full satisfaction within the specified period of completion, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value

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