

ANDREW YULE & COMPANY LIMITED  
(A Government of India Enterprise)  
Tea Division  
8, Dr. Rajendra Prasad Sarani  
Kolkata – 700 001

Part - I

## **SPECIAL TERMS & CONDITIONS**

ANDREW YULE & CO. LTD. Invites Competitive offers from reputed Manufacturers / Suppliers towards supply of the following Equipment to our Assam Gardens through reverse E-Auction.

a) Continuous Fermenting Machine – Tender No. TED/Capital/2010/043

The process involves vendor's registration with MSTC e-procurement portal and this is free of cost. Only after registration, the vendors can submit their quotation electronically. Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid over the internet will be done. Details are given in the catalogue. In case of any clarification vendors may visit our website [www.mstcecommerce.com](http://www.mstcecommerce.com) .

LAST DATE OF SUBMISSION OF EMD AND OTHER DOCUMENTS AS STIPULATED-  
10.05.2010 AT AYCL, KOLKATA.

SPECIAL NOTE : THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc). THE DATE OF SUBMISSION OF ON-LINE PRICE BID AND COMMERCIAL BID WILL BE ITIMATED LATER ON TO THE ELIGIBLE VENDORS.

### INSTRUCTION TO SUPPLIERS

1) Requirements of Vendor

P.C. connected with internet .

Registration with portal [www.mstcecommerce.com](http://www.mstcecommerce.com) and submission of documents necessary to MSTC Ltd. before reverse E-Auction positively for activation of registration.

Class 2 or Class 3 digital certificate in the name of the Company of the vendor ( in the name of the Company who will be submitting the EMD & General Information). This may be obtained from any of the certifying authorities. Bids will not be recorded without Digital Signature.

Note: Please check the digital certificate.

In case of any clarification please contact MSTC Ltd., before the schedule time of the e-bidding.

**2) Contact Person:-**

Sri B Majumdar Asst.General Manager(e-Commerce) MSTC LIMITED 225-F, Acharya Jagadish Chandra Bose Road, Kolkata-700 020. Ph no. (033) 2290 1084 Mobile- 9903480743 e-mail: <a href="mailto:bmajumdar@mstcindia.co.in">bmajumdar@mstcindia.co.in</a>	Sri Arnab Mahalanabis Sr. Manager(e-Procurement) MSTC LIMITED 225-F, Acharya Jagadish Chandra Bose Road, Kolkata-700 020. Ph no. (033) 2290 1004 Mobile-9432268398. e-mail: <a href="mailto:amahalanabis@mstcindia.co.in">amahalanabis@mstcindia.co.in</a>
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**TERMS & CONDITIONS AT THE TIME OF RUNNING THE EVENT IS FINAL.**

**PROCESS of E-Tender:**

Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com). Registered Vendors are to submit EMD & other required information to Senior Manager (Purchase), Tea Division, ANDREW YULE & COMPANY LIMITED, Kolkata.

The process involves Electronic Bidding for submission of Techno Commercial Bid (part-II) as well as Price Bids. The vendors are to submit EMD as mentioned above within the scheduled date as mentioned above. The other documents needed to be submitted along with Annexure-1 as mentioned in the tender documents are also to be submitted along with EMD.

The eligible vendors based on the information submitted in Annexure-1 alongwith EMD then can only submit their on-line Techno Commercial Bids (part-II) through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → Login → view live event → Techno Commercial Bid. After filling the Techno Commercial Bid, vendors should click 'save' for recording their techno-Commercial bid. Once the same is done, the vendors will have to click on the "Submit" button to register their bid. **NOTE:-** The Techno-Commercial Bid cannot be revised once the submit button has been clicked by the Supplier. In all cases, vendors should use their own ID and password along with Digital Signature at the time of submission of their bid. It may please be noted that the vendors who submit the on-line techno-commercial bid will only be eligible to participate in the on-line reverse e-Auction.

Tenderers to bid the Total landed price for the continuous fermenting Machine including Basic price of equipment, Packing & Forwarding Charges (LS), Excise Duty Including Edu. Cess etc., CST at Concessional Rate / VAT, Transport & Insurance Charges for effecting door delivery (LS), Charges towards installation and commissioning including service tax (LS).

**SPECIAL NOTE :** It may please be noted that the break-up of THE FINAL Total landed price quoted by the Bidder/vendor will have to be given indicating the values under each

heading such as, Basic price of equipment, Packing & Forwarding Charges (LS), Excise Duty Including Edu. Cess etc., CST at Concessional Rate / VAT, Transport & Insurance Charges for effecting door delivery (LS) , Charges towards installation and commissioning including service tax (LS) after closing of the e-Reverse Auction, as per the format enclosed as Annexure-“A”.

The afore mentioned price break up of the total landed price will have to given to MSTC Ltd within one day from the close of e-reverse auction in the bidder/vendor's letter head duly signed as per the format enclosed as Annexure-“A” positively, so that we may forward the same to Tea divison, Andrew Yule Co. Ltd. You are also to forward the same to Tea divison, Andrew Yule Co. Ltd within one day from the close of e-reverse auction.

Reverse -e- Auction: Vendors are to submit techno-commercial (part-II) bid on line. It may please be noted that the vendors who submit techno-commercial bid on-line will only be eligible to participate in the reverse e-auction which will be held immediately after the techno-commercial bid is over.

The vendors who have submitted techno-commercial bid on-line will have to participate in an electronic reverse auction process to submit their price quotation against the items covered by this tender within a limited time period.

NOTE : The schedule of the on-line Techno-commercial bid and reverse-e-auction will be intimated to the vendors who are found eligible by AYCL, Tea Division based on the documents submitted by them to AYCL.

The date and time of conducting the reverse auction will be duly communicated to the qualified bidders in advance through e-mail.

During reverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders. The bidders can place their bids from any place for which they need is a computer with a browser interface and good internet connectivity and their Digital Signature Certificate.

#### **METHOD OF SUBMISSION OF ON-LINE BID IN THE E-REVERSE AUCTION:**

a) The vendors who have submitted techno-commercial bid on-line will be permitted to participate in the reverse auction.

b) During the entire reverse auction process, the bidders will remain completely anonymous to all other bidders.

c) During the reverse auction process prospective bidders shall not be allowed to increase their bid price after a bid is submitted by them. For example, if bidder, “A” has already submitted a bid of Rs.100/-, any subsequent bid by the bidder, “A” has to be lower than Rs.100/-.

d) Another bidder “B” shall have the option to quote only lower or higher price than Rs.100/- at that point of time but not Rs 100/-. Even if he attempts to quote Rs 100/-, the system will reject the bid with a suitable message on the screen.

e) The bid price for the item can be reduced by a bidder by a minimum predecided amount of Rs.10/- only(multiple of Rs.10/-)

f) For any item, unless a bidder places his first bid, he will not be able to see the other bids.

g) No bidder at any point of time shall be allowed to quote a price which has already been quoted by any other bidder i.e. no two prices can be quoted same in the reverse auction process.

h) Only the chronologically last bid submitted by the bidder till the end of the auction, will be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid and before close of the auction will not be considered as the valid price bid.

i) The bid history i.e. all the last bids received from different bidders shall be displayed in the auction screen along with their rank (i.e., L1, L2, L3, L4, etc.) during the bidding process at any point of time till the closure of bidding process.

j) On expiry of the announced closing time of the auction, the bid history showing all the last valid bids offered along with name of the bidders will be published. All bidders shall have the facility to see and get a print of the same for their record.

k) The auction floor for Reverse Auction shall remain open on a pre-announced date and time, which shall be intimated to qualified bidders in advance. There would be an option for auto extension of the bidding time by 5 minutes every time, if a bid lower the lowest bid till that time is received within the last 5 minutes of the initial time slot. And the process will continue till such time when there will be no bid for continuous five minutes.

l) At the end of the auction, the service provider will submit in respect of the item the following to AYCL:-

i) A complete statement of bids, showing the last bids submitted by all the bidders, duly authenticated by the service provider.

ii) A full bid trail report showing all the bids submitted by all the bidders at different points of time during the entire reverse auction period.

m) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction as mentioned in clause above will be considered as the valid price bid offered by that bidder (and acceptance of the same by AYCL will form a binding contract between AYCL and the bidders).

n) Bidders have to specifically accept the above methodology of submission of on-line price bid in the e-reverse auction.

**NOTE:** The price quoted shall have to be in whole numbers only and no bid in paisa will be accepted.

All the bids will have to be mandatorily submitted with digital certificate otherwise the same will not be considered.

Buyer reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the on-line process by any bidder confirms his acceptance of terms & conditions for the tender .

UOM is indicated in the reverse e-auction Floor. Rate to be quoted in Indian Rupee

Terms & Conditions at the time of reverse e-auction is Final.

**ANDREW YULE & COMPANY LIMITED**  
**Tea Division**

**General Information**  
**Ref. Tender No.: TED/Capital/2010/043**

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 :

3. Status of the organization :

4. Trade Licence No.  
(Please attach a photo  
copy of the licence) :

5. Banker's name  
(a) Name of the Bank :  
(b) Name of the Branch :  
(c) Address of the Branch :

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

6. Sales tax Registration No.  
(a) Central :  
(b) State / VAT :  
(Please attach photo copies of Registration Certificate)

7. I. T. Permanent Account No.:

8. Financial Capacity : Year (2008-2009)

(a) Fixed capital :

(b) Working capital :

9. Other details

- 9.a. Factory address :
- 9.b. Telephone No. :
- 9.c. Fax No. :
- 9.d. Factory Licence No. :
- 9.e. Whether Registered :  
as an SSI Unit, if yes,  
Registration No.
10. Technical Capacity :  
(Tools & Equipment list)
11. Manpower on Rolls  
(Total Manpower in Roll)  
(a) Skilled Workers :
- (b) Unskilled Workers :
- (c) Others :
- (d) Supervisors :
- (e) Engineers :
12. List of supplies of identical :  
item i.e. Continuous Fermenting  
Machine made in last 3 years.
13. Copies of Purchase Orders :  
received from major Customer  
for identical type of machines  
(minimum 5 order copies of  
different customers to be  
submitted)
14. Details of after Sales / Service  
Facilities available in Assam :

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. (Tea Division) & have the sole discretion to reject or accept my/our candidature.

Signature of the Applicant)  
Office Stamp/Seal.

Place :

Date ;

List of Enclosures :

**Scope of Supply / Specification**

**Ref. Tender No.: TED/Capital/2010/043**

Supply of one Continuous Fermenting Machine with electrical complete in all respect as per following parameters

- Bed Size 6 Feet in width with 7 Module.
- Output 1250 Kg/Hr with 4" thick spread.
- Bed may of Magic Mesh/SS Belts with proper and adequate supply of humidified air.
- Full width PVC feed conveyor belt of standard size with suitable support structure, spiral spreader to ensure regulated feed.
- Centralized Operating Control System with DC Single phase Variable Speed Drive with DC Variac Controller having Digital Display of relevant data / information
- For any technical clarification, the tenderers may contact - Visiting Agent (Commercial),  
Andrew Yule & Co. Ltd.,  
Tea Division.

**General Terms & Conditions**  
**Ref. Tender No.: TED/Capital/2010/043**

1. Scope of Work  
Supply as per specification complete in all respect to the garden on “door delivery” basis including supervision of installation and commissioning at site.
2. Location of Site
  - Tinkong Tea Estate, P.O. Tinkong, Naharkatia, Dist. Dibrugarh, Assam
3. Requirement
  - 1 No.
4. Delivery  
The machine is urgently required at the Estates. The tenderers are requested to indicate / confirm the best possible delivery period with respect to date of order.
5. 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
6. 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.
7. 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.
8. Terms of payment
  - a) 15% of material value as advance against Bank guarantee of equivalent amount. The Bank guarantee will be released on receipt of entire material at site.
  - b) 75% of material value alongwith 100% Taxes, Duties, Freight & Insurance Charges within 15 days of receipt of material at site duly certified by the Manager.
  - c) Balance 10% of material value within 30 days from the date of commissioning duly certified by Manager against Bank guarantee of equivalent amount valid till guarantee period.
  - d) 100% payment towards supervision of installation and commissioning charges will be made within 30 days from the date commissioning duly certified by the Manager.
  - e) Statutory deductions will be made as per rules.

9. Price Variation  
The quoted price should remain firm during pendency of the contract.
10. Guarantee  
12 months from the date of commissioning against defective materials, faulty workmanship and desired output.
11. Purchaser's Liabilities
- a. Food and accommodation as may be available to your Engineer during installation and commissioning, free of cost.
  - b. Skilled/unskilled labour as available during installation and commissioning.
  - c. Road permit as may be required.
12. The tenderers are requested to ensure Earnest Money Deposit along with the Tender (Part-I) in the following manner, which will be converted into Security Deposit for the successful bidder/s and will be released on completion of delivery.
- |            |             |
|------------|-------------|
| EMD Amount | Rs.10,000/- |
|------------|-------------|
- EMD to be submitted by D.D. favouring Andrew Yule & Co. Ltd. payable at Kolkata
13. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.
14. Incomplete "Quotation/Offer" is liable to be rejected.
15. The offer must be valid for our acceptance for 60 days from the last date of submission.

**Annexure-A**

**FORMAT FOR GIVING THE PRICE BREAK UP OF THE TOTAL LANDED PRIC QUOTED IN  
THE REVERSE e-AUCTION**

**Garden : Tinkong Tea Estate**

**Continuous Fermenting Machine as per Tender No. TED/Capital/2010/043**

<b>Particulars</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amt (Rs.)</b>
Basic price of equipment	1 No.	Each		
Packing & Forwarding Charges (LS)	-	LS		
Excise Duty Including Edu. Cess etc.	-	LS		
CST at Concessional Rate / VAT	-	%		
Transport & Insurance Charges for effecting door delivery (LS)	-	LS		
Charges towards installation and commissioning including service tax (LS)	-	LS		
Contract Price*	-	-		

\*-as quoted in reverse e-auction.