

**TENDER DOCUMENTS FOR ELECTROLYTIC GRADE CONTINUOUS CAST
COPPER WIRE ROD**

SEALED TENDERS are invited for supply of ELECTROLYTIC GRADE CONTINUOUS CAST COPPER WIRE ROD.

Quantity : 60 METRIC TONS APPROX.

Monthly requirement will be approx. 5 MT.

The quantity mentioned in the Tender is tentative. The price quoted should be valid for supplies up to 31.05.2011.

The contract can be extended by mutual agreement for quantity and duration

TERMS AND CONDITIONS

The offer should be submitted as follows :

1] TECHNO-COMMERCIAL BID along with DD for EMD in a SEPARATE SEALED COVER Super scribing "QUOTATION FOR ELECTROLYTIC GRADE CONTINUOUS CAST COPPER WIRE ROD, Tender no. **ED/PU/CC ROD/01/10-11**, DUE ON **15.05.2010** (TECHNO-COMMERCIAL BID)".

2] PRICE BID in a SEPARATE SEALED COVER Super scribing "QUOTATION FOR ELECTROLYTIC GRADE CONTINUOUS CAST COPPER WIRE ROD, Tender no. **ED/PU/CC ROD/01/10-11**, DUE ON **15.05.2010** (PRICE BID)".

3] Both the Techno-Commercial Bid and Price Bid should be put in one cover Super scribing "QUOTATION FOR ELECTROLYTIC GRADE CONTINUOUS CAST COPPER WIRE ROD, Tender no. **ED/PU/CC ROD/01 /10-11**, DUE ON **15.05.2010** (TECHNO-COMMERCIAL BID AND PRICE BID)".

EMD : Rs.50000/- (Rupees Fifty Thousand only) by way of Cash Receipt/ Demand Draft drawn in favour of M/S ANDREW YULE & CO.LTD Payable at KOLKATA. Bank Guarantee from any Nationalised / Scheduled Bank for the EMD amount can also be accepted and the BG should be as per the specimen enclosed

Those who are registered with NSIC/MSME (SSI) units are exempted from furnishing EMD/BG on the basis of specific request of the bidder in writing.

PRICE BID OF BIDDERS WHO HAVE NOT SUBMITTED EMD WILL NOT BE OPENED.

VALIDITY OF OFFER: Your offer should be valid for acceptance for a minimum period of 45 days from the date of tender opening and your price should be VALID for supplies till 31.05.2011.

The contract can be extended by mutual agreement for quantity and duration.

Offers sent thro' email, fax and envelopes without super scribing the envelope with the due date and enquiry reference will not be considered.

The company reserves the right to reject any or all the tenders without assigning any reason.

Distribution of Tender quantity among all the qualified bidders.

Negotiated L1 price will be offered to other bidders whose price bid was Opened. The tender quantity will be split among bidders as follows.

a) If only one bidder (among L2,L3,L4,L5,L6, etc) agrees to match the negotiated L1 bidders price then tender quantity will be split as follows

L1 bidder will get 70 % of Tender quantity

Other bidder who agreed to match the negotiated L1 price will get 30 % of Tender quantity

b) If two or more bidders (among L2,L3,L4,L5,L6, etc) agree to match the negotiated L1 bidders price then Tender quantity will be split as follows

L1 bidder will get 60 % of Tender quantity

Next higher bidder than L1 bidder who agrees to match the negotiated L1 price (Bidder 'A') will get 25 % of Tender quantity

Next higher bidder than Bidder 'A' who agrees to match the negotiated L1 price will get 15 % of Tender quantity.

c) If none of the other bidders whose price bid was opened agree to match the negotiated L1 price

Andrew Yule reserves the right to order the entire Tender quantity on the L1 bidder.

TECHNICAL SPECIFICATIONS

- a. Electrolytic Grade Continuous Cast Copper Wire Rod should conform to IS 12444/98.
- b. Weight of each coil should not exceed 3 MT.
- c. Packing should be done properly to avoid any transit damage

TECHNO-COMMERCIAL BID QUALIFICATION

Techno-Commercial Bid should contain the following:

1. List of customers
2. Performance Certificate from reputed transformers manufacturers for having supplied Electrolytic grade Continuous cast copper wire rod.
3. Bidders should have turn over of RS. 10 crores per annum. Please enclose copy of last 3 years Balance sheets.
4. EMD: Rs.50000/- (Rupees Fifty Thousand only) by way of Cash Receipt/ Demand Draft drawn in favour of M/S ANDREW YULE & CO.LTD Payable at KOLKATA. Bank Guarantee from any Nationalised / Scheduled Bank for the EMD amount can also be accepted and the BG should be as per the specimen enclosed
5. Bidders who have down loaded this tender document from our web site should enclose a DD for Rs: 500 /= in favour of ANDREW YULE & CO.LTD, Payable at KOLKATA towards cost of tender document

OFFERS RECEIVED WITHOUT ANY OF THE ABOVE WILL BE REJECTED.

6. 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.
7. 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.

8. 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.

9. 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 14, MAYURBHANJ ROAD, KOLKATA 700 023 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.

10. Validity of offer: The price quoted by you should be **valid for supply Up to 31.05.2011. Please confirm.**

11. PAYMENT TERMS:- Please specify. Preferably 90 Days direct credit from the date of receipt of materials.

Bidders who have not accepted the payment terms given above will not be qualified and their price bid will not be opened. However acceptance of any deviation in the above payment terms will be at the sole discretion of Andrew Yule & if the deviation is accepted, price of bidders who quote other payment terms will be loaded as per Andrew Yule's norms

Please confirm acceptance of Terms sl no. 6 to sl.no.11 mentioned above

PRICE BID

TENDER NO : ED/PU/CC ROD/01/10-11

DESCRIPTION	RATE Rs./MT	ED & CESS Rs..... %	VAT Rs..... %
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1. CONTINUOUS CAST
COPPER ROD SIZE
8 MM DIA STD.
 2. CONTINUOUS CAST
COPPER ROD SIZE
ABOVE 11 MM DIA
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The price quoted by you should be valid for supplies up to 31/05/2011

PAYMENT TERMS: - PAYMENT TERMS:- Please specify. Preferably 90 Days direct credit from the date of receipt of materials.

Bidders who have not accepted the payment terms given above will not be qualified and their price bid will not be opened. However acceptance of any deviation in the above payment terms will be at the sole discretion of Andrew Yule & if the deviation is accepted, price of bidders who quote other payment terms will be loaded as per Andrew Yule's norms

BG SPECIMEN

(To be typed on Rs.100/- non-judicial stamp paper)
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

TO BANK GUARANTEE NO....
M/S ANDREW YULE & CO. LTD
ELECTRICAL DIVISION – KOLKATA OPERATION,
14, MAYURBHANJ ROAD,
KOLKATA : 700 023

IN ACCORDANCE WITH YOUR TENDER NO. **ED/PU/CC ROD/01/10-11**, M/s (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply continuous cast copper rods, an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to 31.07.2011, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee: -

We,(Bank name) having its registered Office atguarantee and undertake to pay immediately on first demand by Andrew Yule & Company Ltd., Kolkata 700 023, the amount of Rs.....(Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to 31.05.2011. If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed Rs. (Rupees.....)
- * This Bank Guarantee shall be valid up to 31.07.2011.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or a demand on or before 31.07.2011.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on day of 2010 at.....