

**ANDREW YULE AND COMPANY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
ELECTRICAL DIVN./TRANSFORMER & SWITCHGEAR UNIT
5/346, OLD MAHABALIPURAM ROAD, PERUNGUDI,
CHENNAI : 600 096.**

TELEPHONE: 24960595 (5 LINES)

E-mail: atepandian@andrewyuletsu.com

FAX: 91-044-24960903

TENDER NO: T-12/12-13

TENDER FOR: RATE CONTRACT FOR SUPPLY OF PRESS CONSTRUCTION

Last Date of submission of Tender: **20.03.2013** up to 10.45 A.M.

Tender will be opened on **20.03.2013** up to 11.00 A.M.

EMD ` 50,000/- (Rupees Fifty Thousand Only)

Cost of Tender documents: ` .200/-

(Rupees Two Hundred Only)

Bidders are requested to be present during tender opening.

**TENDER DOCUMENT FOR FABRICATION OF PRESS CONSTRUCTION AS
PER OUR DRAWING**

Sealed Tenders are invited for supply of press construction as per our typical drawings enclosed.

APPROXIMATE QUANTITY

PRESS CONSTRUCTION (PC)	60 MT (51 NOS)
-------------------------	----------------

Individual PC weight varies from 0.125 MT to 3.0 MT

Any clarification or additional information if required, the tenderer should call on us to get those things clarified.

The quantities mentioned are indicative only and the order will be released based on actual requirement.

The quantity mentioned in the Tender is our approximate requirement up to 30.04.2014.

Andrew Yule reserves the right to increase the tender quantity by 25 %.

DELIVERY: To be intimated from time to time as per our requirement, commencing within 4 weeks from the placement of our P/Order and as per our requirement.

The lead time required for the supply of PC should be clearly indicated in your offer.

VALIDITY: Your offer should be valid for acceptance for a minimum period of 90 days from the date of tender opening.

The buyer reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without assigning any reasons whatsoever.

TERMS AND CONDITIONS

The offer should be submitted as follows:

1. SUBMISSION OF OFFER

Tender should be submitted in Two Separate Parts in **two separate sealed envelopes** as given hereunder:

Part 1. TECHNO COMMERCIAL BID along with CASH RECEIPT/ DD/BANK GUARANTEE for EMD in a SEPARATE SEALED COVER Super scribing "QUOTATION FOR PRESS CONSTRUCTION T- 12/12-13 ", DUE ON 20.03.2013 (TECHNO COMMERCIAL BID)".

Part 2. PRICE BID in a **SEPARATE SEALED COVER** Super scribing "QUOTATION FOR PRESS CONSTRUCTION T- 12/12-13 ", DUE ON 20.03.2013 (TECHNO – **PRICE SCHEDULE**)"

Both the Techno Commercial Bid and Price Bid should be put in one sealed cover super scribing "QUOTATION FOR PRESS CONSTRUCTION T- 12/12-13 ", DUE ON 20.03.2013 (TECHNO (TECHNO COMMERCIAL BID AND PRICE BID))".

EMD: ₹50,000/= (Rupees Fifty thousand only) by way of Cash receipt / Demand Draft /Bank Guarantee drawn in favour of M/S ANDREW YULE & CO.LTD Payable at CHENNAI, Bank Guarantee from any nationalized / Scheduled / Multinational Bank for the EMD amount can also be accepted and the BG should be as per the specimen enclosed.

For bidders already enlisted with AYCL- T&S Unit, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or who have security deposit available with us, may apply for adjustment of the same /by extending the validity of BG available with us as EMD/security deposit. The total EMD should be as mentioned in the tender.

Bidders who are MSMED units may apply for exemption from furnishing EMD/BG in lieu of 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/BG in lieu of 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.

Offers sent thro' E-mail, fax and envelopes without super scribing the tender reference and due date on the envelope will not be considered.

Tenders arriving after the due date & time specified will not be considered.

Techno-commercial bid will be opened on 20.03.2013 at 11.00 AM. Only after scrutinizing of Techno-commercial bid, price bid will be opened which will be intimated duly to qualified bidders.

The buyer reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without assigning any reason whatsoever.

After the finalization of tender, individual rate contract will be issued to all successful bidders and the individual order will be released to all successful bidders based on the distribution of tender quantity as shown below,

Distribution of Tender quantity among all the qualified bidders

The committed quantity offered by the bidder will be assessed by AYCL before opening the price bid and the capacity so assessed by AYCL or the quantity committed by the bidder, which ever is lower is the assessed capacity of the bidder taken for this tender.

This assessed quantity will be the basis for allocation of the tender quantity to the bidders, provided other terms & conditions are met.

Rate Contract will be placed on the L1 bidder at the negotiated L1 price for the quantity as assessed above.

If the quantity as per rate contract placed on the L1 bidder is less than the tender quantity than the next higher bidder than L1 bidder who agrees to match the negotiated L1 price (Bidder 'A') will get quantity as assessed above with the same terms & conditions of L1.

This process will be continued until our monthly requirement is met.

If none of the other bidders accept the L1 price, AYCL has the right to place the entire tender quantity on the L1 bidder

TECHNICAL SPECIFICATIONS

1. Press construction should be manufactured as per our drawing and as per our material specification: SMF 113 Rev 0.

-

2. Painting:

PRESS CONSTRUCTION: All surfaces should be sand blasted to a finish of Sa 2.5 (ISO 8501-1:1988) and painted with One coat of 1 Coat of Varnish (Dr. Becks Elmoluft 1A/FD to a thickness of 40 microns (DFT)

Our Scope of Supply: we will supply *threaded bush only*. All the others including *fasteners are in your scope of supply*.

- 3) Material supplied will be inspected as per our inspection plan no.137 rev 1

TECHNO COMMERCIAL BID /QUALIFICATION

Techno-Commercial Bid should contain the following :

1. Present customer Profile.

2. EMD: ₹: 50,000/= (Rupees Fifty thousand only) by way of Cash receipt / Demand Draft / Bank Guarantee drawn in favour of M/S ANDREW YULE & CO.LTD Payable at CHENNAI.

3. Bidders submitting their offer for fabrication of press construction should have

a). Bidders should have a minimum turnover of ₹: 25 lakhs per annum in last three financial years (2009-10,2010-11 & 2011-12). Proof to be enclosed

4. Bidders who have down loaded this tender document from our web site should enclose a DD for ₹: 200 /= in favour of ANDREW YULE & CO.LTD, Payable at Chennai towards cost of tender document.

5. OFFERS RECEIVED WITHOUT ANY OF THE ABOVE WILL BE REJECTED.

**** Those who had participated and qualified in our earlier tender no.T.19/11-12 need not submit the documents for sl.no.1. Proof of turnover for year 2011-12 alone to be submitted.**

**** Bidders in AYCL-Chennai approved vendor list for fabrication of PRESS CONSTRUCTION need not submit the documents for sl.no.1.**

6. Guaranteed delivery offered per month..

7. Validity period of the offer: Your offer should be valid for acceptance for a minimum period of 90 days from the date of tender opening.

8. Guarantee:

Material supplied should be guaranteed against all manufacturing defects, poor workmanship, defective raw material for a minimum period of 24 Months from the date of supply or 18 months from the date of commissioning whichever is later. During the period if the product is found defective due to any of the above reason you shall undertake to repair the same at FREE OF COST. Please confirm.

9. Price Variation Clause: Price Variation claim shall be allowed over the quoted base price as under.

- a) For every 1 Rupee/Kg. Increase/decrease in JPC basic price (exclusive of ED& CST) of HR plate 10 mm thick. The basic press construction rate will increase / decrease by Rs: 1.00 / Kg.
- b) The basic rate quoted as per price bid shall be based on the JPC price of Rs: 43.697 /Kg (Chennai base price, exclusive of ED,Cess & CST) as on 16.02.2013. The JPC circular can be obtained from JPC Kolkata for considering the change in price of 10 thick HR plate and to raise bills based on PVC. As the displayed price includes the ED & CST therefore the ED & CST shall be subtracted from the rate applicable time to time. The existing rate Of ED is 12.36 % & CST is 2 % as on 27.02.2013.
- c) JPC price (Chennai base price, exclusive of ED,Cess & CST) of 10 mm thick HR plate applicable for 30 days prior to actual dispatch date or PO dispatch date whichever is lower shall be considered for PVC claim, for example, if press construction is dispatched on 10.03.13 and PO dispatch is 10.02.13, JPC price applicable for 10.02.13 or 10.01.13 whichever is lower shall be taken for PVC claim.
- d) Your Price Bid will not be opened in case of any deviation is requested by you in the PV Clause as mentioned above.

10. PAYMENT TERMS: - 90 days direct credit from receipt of material at our Perungudi Works.

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.

11. 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.

12. 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.

13. 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%

14. 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 No.5/346, Old Mahabalipuram Road, Perungudi, Chennai 600 096 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.

15. Andrew Yule reserves the right to increase the tender quantity by 25 %.
Please confirm your acceptance

16. The rate quoted should be valid for supplies up to April 2014 with PVC.

Please confirm acceptance of Terms sl no. 8 to sl.no.16 mentioned above

PRICE SCHEDULE

DESCRIPTION	BASIC PRICE (Inclusive of Hot oil (Rate / Kg) painting & Freight& Insurance)
1) PRESS CONSTRUCTION MANUFACTURED FROM CHANNEL	
2) PRESS CONSTRUCTION MANUFACTURED FROM PLATE	

In your offer you should clearly indicate Excise duty, sales tax, Cess, Octroi and any other duties/taxes/surcharge if applicable.

The rate quoted should be Ex-perungudi Works Andrew Yule Chennai.

Andrew Yule reserves the right to increase the tender quantity by 25 % .

Should be enclosed in a separate sealed cover

PLACE
DATE

SIGNATURE OF THE
BIDDER(S)
WITH SEAL

CHECK LIST

- | | | |
|---------------|-------------|------|
| 1) EMD DETAIL | i) AMOUNT: | |
| | DD NO: | DATE |
| | BANK: | |
| | ii) AMOUNT: | |
| | BG NO: | DATE |
| | BANK: | |
- 2) CUSTOMER PROFILE:
- 3) BALANCE SHEET (2009-10, 2010-11, 2011-12):
- 4) Guaranteed delivery offered per month:
- 5) Lead time for supplying the PC:
- 6) VALIDITY PERIOD OF OFFER: Our offer is valid for acceptance for 90 days from the date of tender opening.
- 7) We are accepting the price variation clause as mentioned in the tender.
- 8) The rate quoted is for FOR Destination, Andrew Yule Chennai.
- 9) We are accepting terms Sl. No 8-16.

AUTHORISED SIGNATORY

OFFICE STAMP / SEAL

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
T & S UNIT,
5/346 OLD MAHABALIPURAM ROAD
PERUNGUDI, CHENNAI : 600 096

IN ACCORDANCE WITH YOUR TENDER for the supply PRESS CONSTRUCTION M/s (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply PRESS CONSTRUCTION as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of ` 50000/= (Rupees.....) Valid up to 31.07.2014, 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., Chennai 600 096, 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 31.07.2014. 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
` (Rupees.....)
- * This Bank Guarantee shall be valid upto 31.07.2014.
- 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 31.07.2014.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on day of 2013 at.....