



ANDREW YULE & COMPANY LIMITED

(A Government of India Enterprise)

ENGINEERING DIVISION
KALYANI WORKS
PLOT: 16 "A" & "B", BLOCK-"D"
KALYANI-741235,
NADIA, W.B.

Notice Inviting Tender No. : **ENGG/MSD/PM/SCRAP-KW/14-15**

Dated: 09/02/2015

Due date & Time of submission of offer: 21st Feb, 2015 up to 3.00 PM

Date & Time of opening of Techno-commercial Bid: 21st Feb, 2015 at 4.30 PM

Cost of Tender documents: Rs.500/- (DD/PO in favour of Andrew Yule & Co Ltd)

EMD: Rs. 20,000/- (DD/PO in favour of Andrew Yule & Co Ltd)

Description of Tender: **Sale of Mild Steel / High Tensile Steel / Stainless Steel off -cuts, Various Fabricated Steel Structures, Steel Turning & Borings, Obsolete Machine Components, Plastic/MS Drums and other items at our Kalyani works on "AS ISWHERE IS BASIS".**



(UNDER JURISDICTION OF KOLKATA)

ANDREW YULE & COMPANY LIMITED

(A Government of India Enterprise)

ENGINEERING DIVISION

KALYANI WORKS

PLOT: 16 "A" & "B", BLOCK-"D"

KALYANI-741235,

NADIA, W.B.

Phone: 033 2582 5734, 033 2582 8279

Fax: 033 2582 8581

E-mail: yule_2182@yahoo.co.in

NOTICE INVITING TENDER

REF. ENGG/MSD/PM/SCRAP-KW/14-15

Dated 09/02/2015

LAST DATE OF BID SUBMISSION: 21/02/2015 up to 3 PM

TENDER FEE: Rs. 500.00

EARNEST MONEY DEPOSIT: Rs. 20,000.00

(DD/PO in favour of Andrew Yule & Co Ltd)

1. Sealed Bids are invited from interested purchasers for Sale of Mild Steel / High Tensile Steel / Stainless Steel off –cuts, Various Fabricated Steel Structures, Steel Turning & Borings, Obsolete Machine Components, Plastic/MS Drums and other items at our Kalyani works on "AS IS WHERE IS BASIS".

The details of the items available for disposal are given in Appendix-I. The items can be inspected at our Kalyani Works, at Plot 16A & B, Block-D, Kalyani, Nadia-741235 on any working day between 10-00 am and 4-00 pm with prior intimation.

TYPE OF TENDER	TWO PART BID
----------------	--------------

2. AYCL reserves the right to vary the quantity of the tender.
3. The Bids must be received on or before 3.00 P.M. (IST) of **21/02/2015**
4. The Techno-commercial Bids shall be opened at 4-30 P.M. (IST) on the same day in the presence of the representatives of the bidders who choose to remain present.

In case scheduled date of opening of tenders happens to be a holiday, the tenders shall be opened at 4-30 P.M. (IST) on the next full working day.

4. METHODOLOGY FOR THE SUBMISSION OF TENDERS:

- 4.1 There will be no physical sale of tender document. Tender document to be downloaded from our website: www.andrewyule.com.**
- 4.2 Offers must be submitted in two sealed COVERS as per details shown at Para 4.3 below. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted to the office of **Dy. Gen. Manager (Materials), Andrew Yule & Co. Ltd., at address mentioned above'**. Incomplete offers and / or offers received after the due date and time of submission of tenders is liable for rejection and shall not be opened without assigning any reasons. **Offer received through FAX, TELEGRAM or E-mail will not be considered.**
- 4.3 The bidders must submit their offer in two separate sealed COVERS (Part-I & Part –II) and these two covers should be put in an outer cover super scribing there on Tender No and Date and the Date of opening of the tender.
 - PART-I will contain requisite Tender Fee, Earnest Money deposit (EMD) and General Terms and Conditions duly signed by the tenderer & super scribed by **"Techno-commercial Bid"**.
 - PART-II will contain rate quotation only i.e. the schedule of items (Annexure –I) in which form, rates are to be quoted & super scribed by **"Price Bid"**. The parties are requested to give their offer against each lot separately. Price bid will be opened only for technically suitable parties.
- 4.4 Bidders are required to submit Tender Fee of Rs. 500.00 & EMD of Rs.20, 000.00 in the form of DD / Pay Order in the name of ANDREW YULE & CO LTD drawn on any Nationalized Bank of India.
- 4.5 Government Undertakings are exempted from paying the tender fee. In this context, a certificate from appropriate authority should be enclosed claiming exemption for payment of tender fee. Tender Documents not accompanied with the tender fee / exemption document as specified above will be rejected. The Tender Fee is non-refundable.

5. Earnest Money Deposit (EMD) is mandatory. However, firms registered with MSME/NSIC are exempted from the payment of EMD subject to submission MSME/NSIC Registration certificate.
6. All envelopes containing the tenders shall be properly stamped and sealed. Envelopes stapled shall not be accepted. Offers, erased and over-written will be summarily rejected unless corrections are made by crossing out the part in error and the rewritten / corrected part is authenticated with the bidder's signature.
7. The Terms and Conditions of Sale, as enclosed would be applicable in the event of any offer being accepted.
8. All the papers in the tender and terms and conditions must be signed with the seal of the bidders. Offers received without signature and seal on all pages shall be liable for rejection.

TERMS AND CONDITIONS OF SALE

9. Sealed Bids are invited from interested purchasers for Sale **of Mild Steel / High Tensile Steel / Stainless Steel off –cuts, Various Fabricated Steel Structures, Steel Turning & Borings, Obsolete Machine Components, Plastic/MS Drums and other items at our Kalyani works on“ AS IS WHERE IS BASIS”.** ” as per details given on the schedule Annexure -I.
10. The description and quality of the material is to be ascertained by the tenderer after inspection of the material at our Kalyani Works. The tenderers are specifically advised to inspect the materials, in their own interest, at site during Office hours on any working day before the submission of the tender. For this purpose, they may obtain permission from the DGM (Works), Engineering Division, AYCL, Kalyani, Nadia. It will however be deemed that the material has been inspected by the tenderers before quoting and complaints what so ever regarding any deviation/ discrepancy with respect to quality etc. would not be entertained subsequently.
- 11 The rate quoted should be clear in figures & words. The sale will be on “AS IS WHERE IS BASIS”. The quantities given are approximate and subject to availability at the time of delivery of material. Sale Tax and other Govt. levies/Excise duties etc, in force on the date of lifting are payable extra.
 - (a) The tender should be accompanied by Earnest Money as detailed in clause 4.4 above. The Earnest Money shall be deposited in the form of D.D./ P O drawn in favour of ANDREW YULE & CO LTD drawn on any Nationalized Bank of India. In case of successful tenderer, the EM will be converted to Security Deposit, which will be returned only after successful completion of the contract. EMD of unsuccessful tenderers will be refunded after the finalization of the tender. No interest will be paid for the amount deposited as EMD/SD. Tenders must be accompanied with the required amount of Earnest Money and no adjustment of the same from the tenderer’s pending bills/EMD/SD deposit/ refund due etc. will be permitted under any circumstances. Also no tender will be considered unless accompanied by the required amount of EMD. Delayed / late tenders are liable to be rejected.

(b) Successful tenderer will be required to deposit Security Money @ 5% (Five percent) of the total value of the offer (including the amount already deposited against Earnest Money) within 15 (Fifteen) days from the date of issue of the Acceptance Letter. No interest is payable on Security Money Deposit. This payment will be in the form of Demand Draft payable to ANDREW YULE & CO LTD drawn on any Nationalized Bank of India.

11. The rate quoted shall be **EXCLUSIVE** of Excise duty, Sales Tax and any other levies imposed by the Government. The offer must remain valid for a minimum period of 90 (Ninety) days from the date of opening of the tender, In the event of the withdrawal of the offer before expiry of the validity period or non-execution of the sale order on acceptance of the offer, the tenderer's EMD/SD would stand forfeited, and any other action which deemed fit may be taken against the tenderer.
12. The successful tenderer is required to deposit sale value as per Contracted Rate, along with prevailing statutory Excise duties, taxes and other Government Levies, if any, for the quantities specified in the schedule enclosed.
13. The payment of sale value with taxes and duties will be in the form of DD payable to ANDREW YULE & CO LTD drawn on any Nationalized Bank of India.
14. (a) The successful tenderers will have to pay within 30 days of acceptance of their offer the full sale value of materials purchased by them, in the form of Bank Draft and the materials will be removed from site within 45 days of acceptance of offer.

(b) In case, the buyer fails to lift the released material within the specified period, AYCL Management reserves the right to cancel the sale order or recover the ground rent @ 1% (One percent) per week or part thereof on the value of the materials not lifted within time, for any reason what-so-ever.

(c) The goods sold shall be removed by the buyer from the site within the specified period and Delivery will be made only during the working hours on all working days between 10-00 am and 4-00 pm. The purchaser shall make his own arrangements for transport. AYCL shall in no case provide any transport whatsoever.

The purchaser shall always issue necessary authority to the person for collection/lifting of the materials from the site.

15. AYCL Management reserves the right to split the Quantity tendered for sale between two or more parties as it may deem fit and proper and any dispute raised by the tenderers on this ground shall not be entertained.
16. (a) The materials will be delivered on "AS IS WHERE IS BASIS" and "NO COMPLAINTS". No picking/choosing will be allowed.
- (b) The workmen employed by the purchaser will be permitted to enter and work in the premises within the area specified and during working hours fixed by AYCL. They will not be allowed to loiter here and there or to touch any other materials.
- (c) The purchaser will be responsible for satisfactory conduct of the workmen otherwise they may be turned out of the premises and legal action would be taken accordingly.
- (d) The purchaser will be solely responsible for all the claims and compensation claimed by or on behalf of any workmen/coolie/caretakers employed by him for any injury or death caused by any accident during the operation of the contract.
17. (a) The material shall be loaded in vehicles in the presence of the representative of AYCL Stores. The weight recorded at AYCL Weigh Bridge will be taken as correct and final for all purposes, wherever applicable.
- (b) Arrangements for collection of the materials will be made solely by the purchaser from the specified lots mentioned in the schedule. All expenses for collection, booking, transportation etc. shall be entirely at the purchaser's cost and expenses. All unforeseen incidental charges will also be to his account.
18. For any damage caused to the properties or premises of AYCL, during the course of execution of the contract, the party will be liable to indemnity such damage or damages and without prejudice to any action which may be taken on this behalf, AYCL reserves the right to recover the cost of such damage/damages from the EMD/S.D. of the party in part or in full after due notice.

19. In case the tenderer fails to deposit the amount (i.e. sale value deposit along with the applicable levies, duties and taxes in force as per the Acceptance letter) within the stipulated period or fails to remove the material in time thereafter, AYCL reserves the right to short close/terminate the contract and to FORFEIT the EMD/Security money deposit with TEN DAYS NOTICE.

20. Re-sale will not be recognized / permitted and Sale Order will be made in the name of actual purchaser only.

21. (a) Tenders with erasing or overwriting are likely to be rejected unless all correction have been authenticated with tenderer's signature. The tender document have to be submitted intact without any mutilation or alteration and correctly filled in along with the tenderer's signature and stamp at the bottom of each and every page of the tender documents, otherwise they are liable to be rejected.

(b) Conditional tenders or deviation from AYCL's Tender Terms and conditions shall be liable for rejection, without assigning any reason there-to.

22. **FORCE MAJEURE CONDITIONS**

AYCL shall not be liable for non performance of the contract either wholly or in part, for any delay in performance, resulting from or due to any cause, beyond the Corporation's control including fires, strike, go-slow, lockout, closure, dispute with workmen, uncertain labour situation, war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents or breakdown of machineries, shortage of fuel, shortage of any raw-materials or other materials, shortage of labour, or any circumstances beyond the control of AYCL whether directly due to or in consequence of the aforesaid causes or not and the existence of such cause or consequences shall operate the extent' the time of the performance on the part of AYCL by such periods as may be necessary to enable AYCL to effect performance after the cause of the delay shall have ceased to Exist. Should AYCL so determines, it shall be entitled at any time on notice to the purchaser, to cancel any contract, the performance of which is likely to be delayed by any of the causes aforesaid and in such cases the purchaser shall have no claim upon AYCL of any kind.

25. (a) Not withstanding any other relief or remedy available to AYCL as per Law or Business practice or terms & conditions of this sale, in case, the customer or the customer's representative or agent is found guilty of misappropriation, pilfering or abetting misappropriation or pilfering of AYCL's property or any such attempt.

OR

(b) Offering illegal gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employee of AYCL,

OR

(c) Indulging in any malpractice namely, but not limited to forgery, falsification or fabrication of document including bills, vouchers, indents etc, in support of any claim against AYCL or indulging in any other act which is an offence under the provision of the Indian penal code.

(d) AYCL without prejudice to its any other rights be entitled to summarily Terminate the Contract of Sale or Forfeit the Security Money. The decision of AYCL in this respect shall be final and binding on the customer (Purchaser).

26. AYCL Management do not bind themselves, to accept the highest tender or any tender and also reserves their right not to sell the material or to sell the material in part or full quantity or to defer or to stagger the finalization of the sale, without assigning any reason there to.

27. All disputes arising out of this contract shall be under the jurisdiction of Ld. Kolkata Court only and as per the "law of the land".

28. **SPECIAL CONDITIONS:**

ANY DOCUMENT/INFORMATION SUBMITTED BY THE BIDDER CAN BE MADE PUBLIC AT APPROPRIATE STAGE, AS PER THE RIGHT TO INFORMATION ACT 2005.

29. AYCL is entitled to increase or decrease the quantity against any / all the items. AYCL do not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered, or to defer or stagger the finalization of the sale without assigning any reason there to.

30. AYCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

Please return all the documents, duly filled in, signed and stamped in all the pages along with the Appendices, attached herewith, and, all other information/documents at the following address so as to reach us positively on or before Due Date.



M/s. Andrew Yule & Co. Ltd.

(A Government of India Enterprise)

ENGINEERING DIVISION

KALYANI WORKS

PLOT: 16 "A" & "B", BLOCK-"D"

KALYANI-741235,

NADIA, W.B

Tenders received after Due Date and time will be treated as cancelled.

NOTE: AYCL = M/s. Andrew Yule & Co. Ltd.

TENDERER'S DECLARATION FORM

I/We have gone through the tender conditions regarding materials under disposal. I/We hereby agree to the above terms and conditions and accordingly offer to purchase the material at the rate mentioned by me/us against the sale in the annexed Schedule of this Tender.

Place: Kolkata

Date:

Bidder's Seal & Signature

Annexure –I

The schedule & approximate quantity of items:

Sl .No	ITEM	QTY	UNIT	RATE Rs./ Unit	AMOUNT (Rs.)
1	MS/HTS LARGE OFF CUTS	37	MT		
2	MS/HTS SMALL OFF CUTS	43	MT		
3	MS FABRICATED STRUCTURES OF VARIOUS SHAPES & SIZES	10	MT		
4	SS OFF CUT / SMALL	3	MT		
5	SCRAP RUSTED & PITTED LUMP MS BORING	20	MT		
6	200 LTRS EMPTY DRUMS(POLYTHINE)	03	NOS		
7	DAMAGED EMPTY DRUM(20LTR -MS)	100	PCS		
8	20 LTRS EMPTY DRUMS(POLYTHINE)	28	NOS		
9	USED GRINDING /CUTTING WHEEL	700	PCS		
10	20LTRS PLASTIC JAR	100	PCS		
11	HAND GLOOVES(USED)	300	PCS		
12	5 LTRS MS JAR	50	PCS		
13	WELDING ROD JAR(PLASTIC)	50	PCS		
14	REJECTED HPMV LAMP	1	LOT		
15	REJECTED LAMP	1	LOT		
16	REJECTED TUBE LIGHT	1	LOT		
17	OLD GRINDING MACHINES (PARTS)	1	LOT		
18	BUTT END (WELDING ROD)	50	KGS		
	TOTAL				

