

Tender No. T-18-034 – KBL, Sanand



Date: _____, 2018

KISAN RAMCHANDRA AUCTIONEERS PVT.LTD.,

Deccan Towers, 5- Mezzanine Floor, Poolgate,

PUNE – 411 001.

Sub: Purchase of Arising Scrap – Kirloskar Brothers Limited; Sanand, Ahmedabad

Arising Period – from 01/04/2018 to 30/09/2018 (Six Months)

(ALL PAYMENTS DRAWN IN FAVOUR OF KIRLOSKAR BROTHERS LIMITED, SANAND, AHMEDABAD PAYABLE AT SANAND)

Dear Sir,

This refers to Tender No. **T-18-034** floated by you for purchase of various Scrap material **Arising basis** at Sanand Ahmedabad plant of Kirloskar Brothers Limited. Having read details & description of **Tender Material** of Tender No. **T-18-034** along with "Terms & Conditions" carefully and made physical inspection of the same, we are interested in purchase of the same unconditionally.

Accordingly we are submitting our offer on "As is Where is No Complaint Basis" in enclosed Form of the said Tender. We are enclosing Demand Draft/ Pay Order of requisite amount towards Earnest Money Deposit, details of which are given below. We agree to all Terms & Conditions and all Rules & Regulations of Kirloskar Brothers Limited, Sanand, Ahmedabad.

Thanking you,

Yours faithfully,

(AUTHORIZED SIGNATORY OF THE TENDERER WITH SEAL OF COMPANY)

Name of the Tenderer & Complete Postal Address	Contact Nos.
	Mobile:
	Phone:
	Fax:
	Email Id:
Statutory Details	
PAN :	
GST No. :	
Aadhar No. :	
ECC No. :	
Demand Draft/ Pay Order No. & Date	Name of Bank

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UNDER INSTRUCTIONS FROM

Kirloskar Brothers Limited

254/1, Chharodi Village, Sanand, Ahmedabad-Viramgam Highway, Ahmedabad 382170 Gujarat

Kisan Ramchandra Auctioneers Pvt. Ltd.

Deccan Towers, 5 – Mezzanine Floor, Poolgate, Pune – 411 001.

Phone: 26360356, 26361357, Fax: (020) 26361359

Website: www.krauctioneers.in, E-mail: marketing@krauctioneers.com

WILL SELL

The Following Arising Scrap Material On Tender Basis

At Kirloskar Brothers Ltd, Sanand, Ahmedabad, Gujrat

All material are for sale on "As Is Where Is", "No Complaint Basis", " No screening, sorting Allowed" & "Area to be cleared Basis"

Scrap Material On Arising Basis From **01/04/2018 to 30/09/2018 (Six Months)**

Lot No	Description	Appro x. Qty.	Delivery schedule	GST %	TCS %	Mandatory Requisite Earnest Money Deposit Amount (Rs)	Rate quoted by Tenderer in figure & words	Signature of Tenderer	Signature of Tender Opening Officer/s of KBL	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiation
All Scrap material on "Area to be cleared" & " No screening, sorting Allowed" basis											
Group 'A'											
1	C.I. Boring / Turning Scrap Mat Code—AHMSCR0001	15 MT	As per accumulated load in plant	18	1	25,000/-					
2	Rusty C.I. Boring Scrap Mat Code—AHMSCR0002	0.5 MT	As per accumulated load in plant	18	1	1,000/-					
3	C.I. Engg. Component Scrap Mat Code—AHMSCR0003	5 MT	As per accumulated load in plant	18	1	10,000/-					
4	SS Magnetic Engg. Component Scrap (410 etc.) Mat Code—AHMSCR0004	1 MT	As per accumulated load in plant	18	1	5,000/-					
5	SS Magnetic Turning & Boring Scrap (410 etc.) Mat Code—AHMSCR0005	0.5 MT	As per accumulated load in plant	18	1	2000/-					

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6	SS Non Magnetic Turning & Boring Scrap (Grade 304,316,202 etc.) Mat Code—AHMSCR0006	0.2 MT	As per accumulated load in plant	18	1	1000/-					
7	SS Non Magnetic Engg. Component Scrap (Grade 304, 316,202 etc.) Mat Code—AHMSCR0007	1 MT	As per accumulated load in plant	18	1	7,000/-					
8	Assembled stators with SS Parts attachments Mat Code—AHMSCR0008	0.5 MT	As per accumulated load in plant	18	1	2,500/-					
9	Copper Bar Welded Rotors with SS Parts Scrap Mat Code—AHMSCR0009	2 MT	As per accumulated load in plant	18	1	10,000/-					
10	Copper Wound Stators Scrap Mat Code—AHMSCR0010	1 MT	As per accumulated load in plant	18	1	15,000/-					
11	MS Scrap General, Structural etc. Mat Code—AHMSCR0011	0.5 MT	As per accumulated load in plant	18	1	500/-					
12	Used Rejected Scrap Cable & Wires Mat Code—AHMSCR0012	0.5 MT	As per accumulated load in plant	18	1	2,000/-					
GROUP 'B' – Corrugated Box, Wooden & Plastic											
13	Corrugated Paper Scrap Mat Code—AHMSCR0013	20 MT	As per accumulated load in plant	12	1	25,000/-					
14	Lamination corrugated box scrap Mat Code—AHMSCR0014	1 MT	As per accumulated load in plant	12	1	1,000/-					
15	Scrap Polythene sheets, bags etc. Mat Code—AHMSCR0015	0.2 MT	As per accumulated load in plant	18	1	1,000/-					
16	Mixed Garbage Mat Code—AHMSCR0016	2.5 MT	As per accumulated load in plant	18	1	1,000/-					

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17	Mixed Plastic & Paper Scrap Mat Code—AHMSCR0017	2.5 MT	As per accumulated load in plant	18	1	5,000/-					
18	Scrap Craft Tubes of Various Diameters Mat Code—AHMSCR0018	10 MT	As per accumulated load in plant	18	1	10,000/-					
19	Wooden Scrap Mat Code—AHMSCR0019	3 MT	As per accumulated load in plant	5	1	3,000/-					
20	Plywood Scrap Mat Code—AHMSCR0020	1 MT	As per accumulated load in plant	5	1	1,000/-					
21	Degraded and blackened wooden scarp Mat Code—AHMSCR0021	1.5 MT	As per accumulated load in plant	5	1	1,000/-					
22	Plastic Scrap General PVC Plastic Mat Code—AHMSCR0022	0.5 MT	As per accumulated load in plant	18	1	500/-					
23	Plastic scrap engineering parts Mat Code—AHMSCR0023	0.2 MT	As per accumulated load in plant	18	1	1,000/-					
24	Scrap Rubber Parts Mat Code—AHMSCR0024	0.2 MT	As per accumulated load in plant	18	1	1,000/-					
25	Broken Glass (Approx. 20 Kg.) Mat Code—AHMSCR0025	1 Lot	Immediate	18	1	50/-					
GROUP 'C' – Empty Containers, Used Oil & Hardware											
26	Empty 210 Ltrs Plastic Barrels Mat Code—AHMSCR0026	300 Nos.	As per accumulated load in plant	18	1	5,000/-					
27	Empty 210 Ltrs MS Barrels Mat Code—AHMSCR0027	50 Nos	As per accumulated load in plant	18	1	1000/-					

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28	Empty 5/10/20/40 Ltrs Plastic Cans in assorted condition Mat Code—AHMSCR0028	60 Nos	As per accumulated load in plant	18	1	500/-					
29	Used Oil MoEF/ CPCB/ SPCB/ GPCB valid letter of Consent must for the buyer Mat Code—AHMSCR0029	1200 Ltrs	As per accumulated load in plant	18	1	2,000/-					
30	Used Oil soaked Cotton Waste, Cloths etc. Hazardust waste material MoEF/ CPCB/ SPCB/ GPCB valid letter of Consent must for the buyer Mat Code—AHMSCR0030	0.5 MT	As per accumulated load in plant	18	1	200/-					
31	Magnetic Hardware Scrap Mat Code—AHMSCR0031	1 MT	Immediate	18	1	2,000/-					
32	Non Magnetic Hardware Scrap Mat Code—AHMSCR0032	1 MT	Immediate	18	1	2,000/-					
33	TMT Steel scrap Mat Code AHMSCR0033	1 Lot	As per accumulated load in plant	18	1	5000/-					
34	Glass wool scrap Mat Code—AHMSCR0034	1 Lot	As per accumulated load in plant	18	1	200/-					
35	Scrap Digital panel Mat Code— AHMSCR0035	1 Lot	Immediate	18	1	500/-					

➔ **PLEASE NOTE:**

- A) **INSPECTION OF MATERIAL ON:** 22/03/2018 from 10.00 A.M. to 4.00 P.M. AT Kirloskar Brothers Limited, 254/1, Chharodi Village, Sanand, Ahmedabad-Viramgam Highway, Ahmedabad 382170 Gujarat
- B) Sealed Tender offer packets will have to be submitted on or before 23/03/2018 upto 4.00 p.m. on the following address: -

Kisan Ramchandra Auctioneers Pvt. Ltd.

Deccan Towers, 5–Mezzanine Floor, Poolgate, PUNE – 411 001

Tel.: 26360356 & 26361357, FAX: (020) 26361359 Website: www.krauctioneers.in E-mail: marketing@krauctioneers.com

Tender No. T-18-034 – KBL, Sanand
KIRLOSKAR BROTHERS LTD; SANAND, AHMEDABAD, GUJARAT
TERMS & CONDITIONS OF TENDER NO. T-18-000

VALIDITY:

1. The Tenderers' offer must be valid for minimum 60 days from the last date of submission of their offer against Captioned Tender.
2. The participating tenderers will be referred to as "Purchaser" in the event of allotment of any Items/ Lots/ Qty. pertaining to captioned Tender to him. Kirloskar Brothers Ltd. referred to as KBL in forthcoming paras.

A) EARNEST MONEY DEPOSIT (EMD):

- 1) The Tenderer should submit their offer alongwith requisite amount of Earnest Money Deposit (EMD) as stipulated in Tender of corresponding lot/s.
- 2) EMD of any earlier tender or balance amount of any running transition would not be considered in part or full as EMD for this Tender No T-18-000.
- 3) EMD amount would remain with KBL till last date or extended date of contract period & would bear no interest. The same would be refunded to the concerned purchaser only, after tally of all accounting transactions made during the contract period.
- 4) **In the event of failure on the part of the successful Tenderers/ Purchasers to execute the allotment cum liftment order/s or Non-adherence to Terms & Conditions of the captioned Tender and all Rules & Regulations of KBL, the same would be forfeited without giving any reason or explanation what so ever may be.**

B) REGISTRATION DETAILS/ VENDOR CODE:

- 1) The Tenderer should provide all requisite statutory and other details in prescribed format. This would normally include details like PAN, GST NO, CENTRAL EXCISE NO., CPCB/ SPCB, registration details.

C) DESCRIPTION & QUANTITY OF TENDER ITEMS/ LOTS:

- 1) The Tenderer must inspect physically all items of their interest on specified dates & location and satisfy himself about description mentioned in the Tender & Lot / Qty. exhibited and then only should submit their offer at their own risk & responsibility.
- 2) Quantity mentioned for respective Items/ Lots/ Qty. is approximate and indicative which is based on projections of Production & rejection in the factory & field and may vary to any extent. KBL is not bound by any means to deliver exact quantity mentioned in the Tender and may Drop/ Delete any Items/ Lots/ Quantity during the contract period without giving any reasons. **This tender is for Arising Period of 01/04/2018 to 30/09/2018 & need not be interpreted only for quantity.**
- 3) The successful Tenderers must lift quantity available physically in stock as on first day of the contract period and must follow the delivery schedule mentioned in tender No. T-18-000.
- 4) All Items/ Lots/ Qty. are sold on "Dry or Wet & As is where is & No Complaint Basis"
- 5) The successful Tenderers/ Purchasers should lift allotted Items/ Lots/ Quantity strictly as per delivery schedule mentioned in corresponding "Allotment Cum Liftment Order" or declared from time to time. They would not have any choice of their own for liftment & must follow the instructions of the concerned authorities of KBL. Under no circumstances segregation/ regrouping/ breaking would be allowed unless granted in writing by KBL.
- 6) The purchasers should not lift or even make any attempt to lift Items/ Lots/ Quantity not allotted to them. If any purchaser found Guilty in this regard would be blacklisted & so also have to bear a financial Penalty Decided by KBL.
- 7) **KBL reserves right to choose more than one purchaser for same lot & for part quantity. Decision of allocation of quantity in such cases will be made solely by KBL & be binding on the purchaser.**

D) LIFTMENT/ DELIVERY:

- 1) The delivery of Items/ Lots/ Quantity will be made by KBL to the respective purchaser on working days during 9:00 A.M. to 3:00 P.M. only excluding Holiday & weekly off.
- 2) The Purchasers should adhere to liftment/ delivery schedule specified in corresponding Allotment Cum Liftment Order or revised schedule given by KBL. The purchasers should make themselves aware of material/ quantity expected in the scrap yard and make good planning by deploying requisite No. of vehicles.
- 3) The Purchasers should make lifting arrangement deploying their own labor/ Vehicle & at their cost.
- 4) In the event of failure to lift allotted Items/ Lots/ Quantity as per schedule, ground rent of Rs. 1000/- per lot per day in cash will be charged by KBL & only after their clearance, permission for further lifting may be given. Such permission with ground rent may be given for a period of maximum 3 days only & subsequently if purchasers fails to lift Items/ Quantity/ Lots their entire EMD for all lots would be forfeited & KBL may allot such un-cleared Items/ Lots/ Quantity to any other purchaser & difference in the rate will be recovered from the defaulter purchasers alongwith penalty charges deemed to be fit by KBL. So also Penalty charges @ 1% of net Value of quantity left over of the particular lot/s.

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- 5) The purchasers should submit request application informing names & signatures of their employees/ persons/ representatives who may be deployed for lifting of allotted Items/ Lots/ Quantity. Such request application may be rejected by KBL if found objectionable.
Under any circumstances KBL will not be responsible in any manner for any flaw in unidentified person lifting Items/ Lots/ Qty. on behalf of purchasers.
- 6) The purchasers will have to essentially follow requirement of ESIC / PF & Workmen Compensation Policy of their Labors/ Employees/ representatives. For more details & the procedure for making contractor pass they should contact **Mr. Nitin Joshi**.

E) RATES, PAYMENT, TAXES & DUTIES:

- 1) **OFFER SUBMITTED AFTER THE STIPULATED DATE WILL NOT BE ENTERTAINED.**
- 2) **UNDER NO CIRCUMSTANCES THE TENDERER WILL BE ALLOWED TO ADD OR WITHDRAWN THEIR QUOTED OFFER (RATE) FOR ANY OR ALL ITEMS OF TENDER.**
- 3) **Rates:** Rates quoted and/or negotiated & mentioned in Allotment cum Liftment Order/s will be firm during arising/ contract period.
- 4) The Purchasers must make all payment by D.D./ Pay Order only drawn in favour of Kirloskar Brothers Ltd. payable at Sanand, Ahmedabad.
- 5) All D.D./ P.O. shall be deposited with Accounts Department of concerned location of KBL as per rules before 12:00 Noon and in the event of any delay the purchasers may not be allowed to lift Items/ Lots/ Quantity and loaded vehicle if any may be retained at the risk of purchaser in all respect.
- 6) GST as applicable as per government policy will have to be paid separately at the time of lifting of the material.
- 7) All taxes and duties like GST, Terminal Tax, and any other taxes, duties imposed whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the purchasers with the KBL alongwith the purchase money as part of the purchase price. Non-payment of any amount, payable under this clause will have the same effect as non- payment of the purchase money and will result in "Ipso Facto" termination of the contract and forfeiture of the Earnest Money. If the liability of such Tax imposed and/or duty is in doubt, the KBL will have a right to call upon the purchaser to make provision as the KBL deems fit and proper to ensure the recovery of such Taxes imposed and/or duty. If the tax imposed and/or duty is not recovered at the time of delivery/ dispatch, the KBL will have the right to call upon the purchaser to pay such amount as may be due whenever the KBL finds that it has omitted to charge or the KBL becomes liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority. Even though the full value of the materials cleared from the KBL is paid the KBL shall be free to call upon the purchasers to make good the amount short recovered whenever such contingency should arise. The KBL shall be entitled to recover the amount or amounts that might, at any time, become payable to the KBL by the purchaser on any accounts whatsoever.
- 8) **Income Tax @ 1% as applicable is payable by the bidder as per Sec 206-C of the Income Tax Act.**

F) SAFETY REGULATION & PROCEDURE:

- 1) PPE (Personal Protective equipment's e.g. Safety Shoes, Safety Goggles, Safety Helmets, Hand Gloves) etc shall be used by the Purchasers when working for KBL.
- 2) If the Purchasers perform any Hot work (e.g. Gas Cutting/Welding in KBL property) they needs to adhere to the Safety Work Permit. System and other Safety precautions laid down in the permit by KBL.
- 3) Any equipment/machinery used by the Purchasers must be approved by the concerned departmental head of KBL. e.g. If the Purchasers wants to use a drilling machine then KBL's electrical department must certify that whether the equipment is safe for use or not.
- 4) Any incident/ accident while working for KBL shall be immediately notified by the Purchaser's supervisor to concerned KBL Manager. The Purchaser shall strictly follow all statutory requirements (ESIC, PF etc).
- 5) The Purchaser is not allowed to use any load lifting equipment (e.g. fork lift, cranes etc) without the written permission (internal authorization) issued by Kirloskar Brothers Ltd.
- 6) The driver of vehicle deployed by the purchasers must have valid PUC, driving license & all related legal documents like insurance & Vehicle Fitness Certificate etc. of the vehicle.
- 7) The purchasers hereby undertake to comply with all laws, rules, regulations applicable to this contract including compliance with all labour legislations as may be applicable to his workers/employees and further hereby undertake that in case of non compliance with any of the rules and regulations as stated herein above if KBL suffers any loss or damages of whatsoever nature, then the contractor shall indemnify and keep KBL indemnified against all such losses, damages, claims etc.
- 8) The purchasers, their servants & agents shall be required to abide by all specific/general regulations of safety & discipline within the KBL premises. The material will be handled by the purchasers, their servants/agents at their own risk & any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the purchaser.
- 9) All the scrap shall be disposed of by the purchasers in the most environment friendly manner, and the purchasers shall comply with all the rules and regulations regarding the disposal of the material purchased by them under this contract.

G) CPCB/ SPCB/ PCC:

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- 1) The Purchaser must have the authorization from the MoEF/ CPCB/ SPCB/ PCC Govt. of India wherever applicable to purchaser the scrap. The Purchasers shall follow all the guidelines of Safety as stated from time to time.
- 2) Used Oil categories & Batteries scrap shall be sold to the purchasers who are registered as "ACTUAL USER" with MoEF/ CPCB/ SPCB/ PCC Govt. of India as applicable.

H) **CONTRACT:**

- 1) **All Terms & Conditions detailed above must be followed strictly by all the purchasers & KBL reserves all right of interpretation/ alteration/ deletion of them without giving any notice/ reason to the purchasers. Further KBL's decision at every stage right from acceptance of sealed offer and further processing would be final & binding on all purchasers. KBL's Criteria for inviting the tenderers for discussion / negotiation would be final & binding on the Tenderer.**
- 2) All disputes arising in respect of this contract shall be decided by a competent court at Ahmedabad & shall be subject to the jurisdiction of "**AHMEDABAD**" Courts only.

- I) **TERMINATION OF ALLOTMENT CUM LIFTMENT ORDER** – KBL reserves its right to Terminate Contract / Allotment Cum Liftment Order of the buyer for any known or unknown act and violation of Terms & Conditions mentioned in this Tender & Corresponding Allotment Cum Liftment Order leading to KBL's direct or indirect loss whether monetary or non-monetary or any harm reached to the policies and wellbeing of KBL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that KBL would not be responsible in any way if the buyer has any impact of any nature which may be due to Termination of such Allotment Cum Liftment Order. In summation the buyer would be blacklisted with forfeiture of EMD and Credit Balance if any with penalty imposed on him and would not be allowed to participate in any Tender / Public Auction / E-Auction / Disposal Process organized by Directly or through their Auctioneer namely Kisan Ramchandra Auctioneers Pvt. Ltd.