

COCHIN SHIPYARD LIMITED

(GOVERNMENT OF INDIA ENTERPRISE)

COCHIN – 682 015, INDIA

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TENDER DOCUMENT FOR

Sale of 2nos of scrapped Unserviceable Electric Forklift (battery operated,2000 LBS Capacity Type ECED) with 1no charger Unit, 1nos Voltas Forklift 3T capacity (without engine , gear box, transmission assembly), Miscellaneous parts of Jumbo Diesel Platform Truck and 1nos motor cycle TVS make KCF915 and other miscellaneous scrap etc (Lot No. I). Sale of 10MT(approx) of scrapped Pipes, Fitting, elbows and reducers etc(Lot No.II)

ENQUIRY

Sealed Tenders in duplicate super scribing the Enquiry Number and Last Date for receipt of Tenders on the envelope are invited from competent contractors for disposal of **Lot No. I: 2nos of scrapped Unserviceable Electric Forklift (battery operated,2000 LBS Capacity Type ECED) with 1no charger Unit, 1nos Voltas Forklift 3T capacity (without engine , gear box, transmission assembly), Miscellaneous parts of Jumbo Diesel Platform Truck and 1nos of motor cycle TVS make KCF915 etc in single lot on lump sum basis from General store and garage. Lot No. II: 10MT(approx) of scrapped Pipes, Fitting, elbows and reducers etc in single lot on weighment basis from OW Store in CSL premises.** Tenders should be addressed to Executive Director (Matls), Cochin Shipyard Limited, P.B.No.1653, Cochin – 682 015, India and should reach us on or before the last date and time shown below. Tenders will be considered subject to the General Terms and Conditions and other Enclosures. Tenders should be submitted superscribed (in capital letters) the Tender Number, Due Date and Name & Address of the Bidders.

Tender No. Date : **S/STEEL/1405/2010 dated 30.07.2010**

Cost of Tender Documents : **Rs.500/-**

Earnest Money Deposit : **Lot No.I: Rs.3,00,000/- and Lot No.II:Rs.50000/-**

Last date and time for receipt of Tender : **Up to 15.00 Hrs on 19.08.10**

Last date and time for opening : **15.30 Hrs. on 19.08.2010**

Yours faithfully,
For COCHIN SHIPYARD LIMITED

EXECUTIVE DIRECTOR (MATLS)

Encl:1. Annexure-I : TERMS & CONDITIONS of Tender
2. Annexure-II : Material List Cum Offer Form

Note: Tender documents are also available in the CSL web site, however the tender document fee shall be submitted along with sealed tender/offer.

PRICE RS. 500/- PER SET
(INCL.S.TAX)
CSL'S MONEY RECEIPT NO:
DATE:

NAME OF TENDERER:.....

TENDER DOCUMENT SL.NO:

**THIS TENDER DOCUMENT
IS NOT TRANSFERABLE**

M/S.COCHIN SHIPYARD LIMITED, COCHIN, KERALA

TENDER NO: -----

DUE ON: -----

TERMS AND CONDITIONS OF TENDER

- 1.0 Sealed tenders are invited from the interested buyers for disposal of **Lot No. I:** 2nos of scrapped Unserviceable Electric Forklift (battery operated, 2000 LBS Capacity Type ECED) with 1no charger Unit, 1nos Voltas Forklift 3T capacity (without engine , gear box, transmission assembly), Miscellaneous parts of Jumbo Diesel Platform Truck and 1nos of motor cycle TVS make KCF915 etc in single lot on lump sum basis from general store and garage. **Lot No. II:** 10MT (approx) of scrapped Pipes, Fitting, elbows and reducers etc in single lot on weightment basis from OW Store in CSL premises. **The above materials shall be issued on lump sum basis as per the Material list-Cum-Offer Form** (Annexure-II), by M/s. COCHIN SHIPYARD LIMITED, P.B.NO.1653,COCHIN-682 015, KERALA, hereinafter referred to as CSL on "As-is-where-is and no complaint basis. The above scrap items are to be removed from garage and General Store for **Lot No.I** and OW Store for Lot No.II in CSL premises. The successful bidder shall ensure continuous lifting of above scrap items immediately to the satisfaction of CSL.
- 2.0 VALIDITY OF TENDER:
- 2.1 All tenders must be kept open for acceptance for a period of 30 (Thirty) calendar days from the date of opening tender.
- 3.0 INSPECTION OF MATERIALS:
- 3.1 For inspection of material, the intending customers are requested to contact the Manager (Materials), CSL, Cochin-15. Buyers will be allowed to inspect the materials on all working days of CSL from **30.07.2010 to 17.08.2010 between 14.00 Hrs. to 16.00 Hrs IST**, subject to convenience. The buyers will be deemed to have full **acquaintance** with the scrap before submitting the quotation.
4. TENDER CLOSING:
- 4.1 The tenders will be received up to **15.00 Hrs on 19.08.2010** in the office of ED (MATLS), Cochin Shipyard Ltd, Cochin at the above-mentioned address. No tender will be accepted after the specified time and date.

5. TENDER OPENING:

5.1 The tender will be opened **on 19.08.2010 at 15.30Hrs** at the office of ED(Matls), Cochin Shipyard Ltd, Cochin in the presence of such bidders who may like to be present.

6.0 TENDER QUOTATIONS

6.1 The bidders are requested to quote their rates according to the unit of the sale specified in the offer form. If the rates are quoted in unit of sale other than the unit of sale indicated in the tender document, the same are liable to be ignored. Offers must be quoted on the prescribed form exclusive of taxes and duties, as applicable. Conditional/Combined offers may be considered depending only upon the merit of the case. However the bidders will not have any right to insist upon the conditions imposed by them and CSL reserve the right to reject the same.

6.2 Tenders received without terms and conditions of the tender, duly signed, are liable to be rejected.

6.3 The rate quoted should be exclusive of Sales Tax and all other taxes and levies, if any.

7.0 SALES TAX: The rate of sale tax applicable for buyer who is registered dealers within the State of Kerala is 12.5% or 4.0% whichever is applicable at the time of lifting. For buyers from outside the State of Kerala if they can issue Form 'C' as per CST ACT/Rules, the rate of tax will be 2% or at actual as applicable at the time of lifting. In other cases the rate of Sales Tax will be 12.5%. These rates are however subject to any amendments to the KGST/CST ACT/Rules, whichever brought in by the Government.

8.0 **As per section 206c of the income tax act 1961, tax at the rate of 1% of the sale value plus surcharge at 10%/2.5% on income tax applicable & education cess 2% on the above shall be collected at source.** (total sale value=material value+ excise duty+sales tax + any other levy, if any) under section 206c of income tax act 1961. The said tax will have to be borne by the buyer of the material and have to be submitted along with the material value at the time of issuance of delivery orders.

9.0 EARNEST MONEY DEPOSIT:

9.1 All Tender Offers should be accompanied by requisite EMD of **Rs.300000/- (Rupees One Lakh only) for Lot No.I and Rs.50000/- (fifty thousand) for Lot No.II**, by way of Demand Draft/Pay Order drawn on any Nationalized Bank/Scheduled Bank in favor of M/s.COCHIN SHIPYARD LTD payable at Cochin. **Upon acceptance of the price offered by the successful bidder the Earnest Money Deposit made by him/they will be converted into Security Deposit which will be refunded only after successful performance of the contract.** However, EMD of the unsuccessful Bidders would be refunded / returned by CSL immediately after opening the tender (the same instrument submitted by the bidders). No interest is payable on the Earnest Money Deposit and Security Deposit.

9.2 In order to afford reasonable protection to the interests of the Bidders, the Bidders must legibly indicate in the appropriate space provided for in the Tender document the Bank Account No. and the Name of the Bank and the Branch where such account is held by the Bidders which information can be used for the purpose of refund/return, if any, of the Earnest Money Deposit/Security Deposit. CSL shall not be responsible in any way whatsoever for any loss and/or delay and/or miscarriage / mis-placement of such refund cheque in transit, which will normally be sent to the bidders under registered post.

9.3 DD/PO drawn on account of some other party or showing that the DD/PO was used by any party other than the Bidders in any previous tender as per endorsement made at the back of DD/PO, the DD/PO will not be accepted as EMD. Such DD/PO will be returned to the DD/PO issuing branch of the respective Bank with an instruction to credit the amount to the bonafide beneficiary of the DD/PO.

9.4 CSL will have the right to take any other decision on the basis of commercial prudence. Also CSL reserve the right to place sale order on more than one bidder against this tender parallelly.

DDs/POs issued by Co- operative Banks submitted towards EMD, Material Value, Sales Tax, etc., will be accepted by CSL subject to realization only.

In the event of the last day of Payment/Delivery happens to be closed holiday for BANK/ CSL the next working day will be taken as the date of Payment / Delivery without late payment charges.

10.0 PAYMENT SCHEDULE

10.1 **LOT NO.I:** Full amount of advance payment including all taxes shall be made within 15 days from the date of sale order.

10.2 **LOT NO.II:** Full amount of advance payment including all taxes shall be made within 15 days from the date of sale order.

The sale value including sales taxes, duties and other charges as applicable, must be paid by the successful buyer directly to CSL by way of Demand Draft/Pay order drawn on any Nationalized /Scheduled Bank in favor of COCHIN SHIPYARD LIMITED, payable at COCHIN/ERNAKULAM.

In case of default in payment within the time limits as specified against each lot as above, the due payment to be made with additional charge at 1% per week or part thereof for the delayed period, at the discretion of CSL.

Sale Order to the successful buyer will be issued by CSL. CSL will issue necessary Delivery Order/ Invoices to the successful Bidder after completing the necessary formalities.

11.0 DELIVERY:

The material will be issued against advance payments only. The quantity in the earmarked areas are only approximate quantity for the period of **25days (CSL working day)** from the date of sale order.

- 11.1 The buyer has to lift **Lot No. I:** 2nos of scrapped Unserviceable Electric Forklift (battery operated, 2000 LBS Capacity Type ECED) with 1no charger Unit, 1nos Voltas Forklift 3T capacity (without engine , gear box, transmission assembly), Miscellaneous parts of Jumbo Diesel Platform Truck and 1nos of motor cycle TVS make KCF915 etc in single lot on lump sum basis from garage and General Store. **Lot No. II: 10MT (approx)** of scrapped Pipes, Fitting, elbows and reducers etc in single lot on weightment basis from OW Store in CSL premises. The buyer should clear the entire available quantity of above items from areas marked in CSL premises to the satisfaction of CSL

In case the buyer fails to execute the sale order properly as per the conditions, CSL reserves the right to dispose of the above material otherwise as considered appropriate. For, the uncleared goods (with in the delivery schedule) ground rents will be charged @ 3% per month or part of the month thereof. In case of noncompliance of the sale order/sale order conditions, Cochin Shipyard also reserves the right to attach the EMD /security deposit/ balance advance payment if any in this connection. Also CSL shall black list the firm for 3 years.

- 11.2 The buyer shall furnish a list of employees who will be engaged for the work and their particulars to CSL for their entry to CSL and shall comply with the relevant labour rules, such as ESI, PF etc. connected with the execution of the work.
- 11.3 The sale is on total available quantity above materials clearance basis from Garage and General Store for Lot No.I and from OW Store for Lot No.II in CSL premises. **Pick and choose and segregation will not be allowed.** All the available quantity of above materials should be removed to the satisfaction to CSL.
- 11.4 The buyer has to make their own arrangement for lifting the materials.
- 11.5 The sale will be on a weightment basis at Cochin Shipyard weighbridge and the weight recorded in the weighbridge will be final and conclusive as far as sale is concerned. Material gate pass will be issued for the material to be taken out of Cochin Shipyard premises in all working days of CSL. If required associated works can be arranged on holidays also with prior permission.
- 11.6 The removal of scrap will be in the presence of the representatives of CSL including custodian department, Customs and Security (CISF) personnel. The buyers to get required clearance / permit from above representatives and safety department prior to start lifting of above materials / work
- 11.7 The scrap should be removed completely without causing any loss or damage to the properties of CSL. The cost of such loss or damage if any will be recovered from the buyer.
- 11.8 The buyer shall comply with the CSL safety rules relevant labor rules, ESI, Insurance etc, with regard to the employees engaged in the work and ensure compliance of the rules and maintain records throughout the period of execution of sale order.

12 CONTRACTUAL PERIOD

- 12.1 The Contractual period with the successful bidder will be **25 days (CSL working day)** from the date of sale order. The Contractual period shall be deemed to be completed as soon as the completion of the period of contract as mentioned above.

13 GENERAL

- 13.1 CSL reserves the right either to accept or reject any offer or postpone or cancel the tender or to reject the highest offer and prefer any other offer on its full discretion without assigning any reason whatsoever, which shall be final in the matter and binding on all parties. Also CSL reserves the right to split the sale order to more than one bidder at its discretion
- 13.1 The employees of the CSL are not allowed to participate in this tender.
- 13.3 Re-selling of material will not be allowed at CSL premises.
- 13.4 Only Acetylene/Oxygen Gas will be permitted inside the company for hot works like cutting. LPG will not be permitted for this purpose.

14 METHOD OF DEALING WITH DISPUTES

- 14.1 All the disputes arising out of the contract or connected with the contract failing amicable settlement shall be settled as per the Indian Law in the Court and Jurisdiction shall be at Ernakulam.

DECLARATION BY THE TENDERER

I/We fully understood the Terms and Conditions of the tender, which are being returned herewith duly signed by me/us in token of having accepted the same in toto and I/We have made my / our offer keeping in view of those terms and conditions.

SIGNATURE OF TENDERER:.....

NAME OF THE TENDERER:

ADDRESS OF THE TENDERER:

PAN NO:

BANK ACCOUNT NO. OF THE TENDERER:.....
TYPE OF ACCOUNT (SB ACCOUNT/CURRENT ACCOUNT/CC ACCOUNT)

BANK NAME & ADDRESS:.....
.....

DATE:

PHONE:

(AFFIX YOUR OFFICIAL RUBBER STAMP HERE)

MATERIAL LIST CUM OFFER FORM

TENDER DOCUMENT SL.NO:

TENDER NO:

TENDER DUE DATE

NAME OF TENDERER:

LOT NO	Description Of Materials	Quantity	Rate Quoted Excluding Taxes & Duties		EMD
Lot No.I	Disposal of 2nos of scrapped Unserviceable Electric Forklift (battery operated, 2000 LBS Capacity Type ECED) with 1no charger Unit, 1nos Voltas Forklift 3T capacity (without engine , gear box, transmission assembly), Miscellaneous parts of Jumbo Diesel Platform Truck and 1nos of motor cycle TVS make KCF915 etc in single lot on lump sum basis Location: Garage and General store	Lump sum	Rs.-----	Rupees in (words)----- ----- ----- -----	Rs.
Lot No.II	scrapped Pipes, Fitting, elbows and reducers etc on single lot on weightment basis: Location : OW Store	10MT (approx)	Rs.----- perMT	Rupees in (words)----- ----- ----- -----	Rs.

NAME OF TENDERER

SIGNATURE OF TENDERER

I/WE HAVE FULLY UNDERSTOOD AND ACCEPTED IN TOTO THE SPECIAL AS WELL AS GENERAL TERMS AND CONDITIONS OF THE TENDER AND I/WE HAVE MADE MY/OUR OFFER KEEPING IN VIEW OF THOSE TERMS AND CONDITIONS.

ENCL: DD/PO NO:..... SIGNATURE OF TENDERER.....

BANK:..... NAME OF TENDERER:.....

DATE:..... ADDRESS OF TENDERER:.....

RS.....

: PAN NO:

BANK ACCOUNT NO. OF TENDERER:.....
TYPE OF ACCOUNT: SB ACCOUNT/CURRENT ACCOUNT/C C ACCOUNT)

DATE:

BANK NAME & ADDRES:.....

PHONE:

.....

(RUBBER STAMP)
