

**AMENDMENT TO TENDER NOTICE FOR SALE OF MS SHIP BUILDING
SCRAP**

TENDER NO. S/STEEL/1447/2012 DATED 25.01.2012

- 1) The clause Earnest money Deposit of Tender Notice shall be Read as Rs.21,00,000/-(Twenty One lakhs) instead of 5% of the total quoted value. EMD shall be submitted in separate envelop/cover superscribing Tender Number and last date for receipt of tender on the envelop.
- 2) Clause No 9.0 /9.1 EARNEST MONEY DEPOSIT (EMD) terms and conditions of tender shall be Read as:

All the offers should be accompanied in separate envelope/cover by requisite EMD amount of Rs.21,00,000/- (Twenty One Lakhs) by way of Demand Draft (DD)/Pay Order (PO) 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 EMD made by him/them will be converted into Security Deposit (SD) which will be refunded only after successful performance of the contract or the EMD amount shall be adjusted with the 1st installment subject to submission of Performance Bank Guarantee with 13 months validity from the date of order (as per CSL format) for an equal amount of above EMD. However, EMD of the unsuccessful tenderers would be generally refunded / returned by CSL immediately after opening the tender (the same instrument submitted by the bidders). No interest is payable on the EMD and SD.

COCHIN SHIPYARD LIMITED
(GOVERNMENT OF INDIA ENTERPRISE)
COCHIN – 682 015

INDIA

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TENDER DOCUMENT
FOR
SALE OF MS SHIP BUILDING SCRAP

ENQUIRY

Sealed Tenders in duplicate superscribing the Tender Number and Last Date for receipt of Tenders on the envelope are invited from competent contractors for disposal of an estimated quantity of 1500MT (approx) of SHIP BUILDINGS MS SCRAP from Hull shop and earmarked areas in CSL premises for the period of one year (01.04.2012 to 31.03.2013). Tenders should be addressed to Chief General Manager (Materials), 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 Tenderer.

Description of item : SHIP BUILDING MS SCRAP

Tender No. Date : **S/STEEL/1447/2012 Dt. 25.01.2012**

Cost of Tender Documents : Rs.500/-

Earnest Money Deposit : 5% of the total quoted amount

Last date and time for receipt of Tender : Up to 15.00 Hrs on 22.02.2012

Last date and time for opening : **15.30 Hrs on 22.02.2012**

Yours faithfully,
For COCHIN SHIPYARD LIMITED

CHIEF GENERAL MANAGER (MATERIALS)

Encl:

1. Annexure-I :TERMS & CONDITIONS OF TENDER
2. Annexure-II : Material List Cum Offer Form

ANNEXURE-I

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 customers for disposal of MS Scrap 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 scrap is to be removed from Hull shop and earmarked areas in CSL premises on a progressive manner. The successful bidder shall ensure lifting of scrap to avoid undue accumulation of scrap in the area 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 of the tender.

2.2 PRICE

Since this is an annual rate contract the bidders are required to quote their best price per tonne basis. The price (rate) quoted by the successful bidder and finally accepted by CSL shall be the price as on date of issuing of sale order. The sale order price of scrap shall vary according to the market fluctuation. The average price of MS Melting scrap at Mumbai as published in the MMR weekly magazine shall be taken as the basis for working out the price variation as per formula given below.

$$\text{Revised price (Rp)} = \frac{\text{Sp} \times \text{Pv}}{\text{Po}}$$

Rp=Revised price
Sp=Sale order price

Pv= Average Price published in the 1st week of every Month
Po= Average Price published in the week of opening tender

The above sale order price shall be valid for a minimum period of one month from the date of sale order. For any up or down variation in the price indicated in the magazine, the price of the scrap shall be revised proportionately. The price published during the first week of every month shall be considered for the period from 15th of that month to 14th of next. However there is no revision in 1st month and the revision will start only from 15th of subsequent month onwards afterwards every month of 15th.

3.0 INSPECTION OF MATERIALS:

3.1 For inspection of material, the intending customers are requested to contact the Sr. Manager (Materials), CSL, Cochin-15. Buyers will be allowed to inspect the materials on all working days of CSL **from 29.01.12 to 18.02.12 between 09.00 A.M. to 04.00 P.M, subject** to convenience. The buyers will be deemed to have full acquaintance with the scrap for submitting the quotation.

4. TENDER CLOSING:

4.1 The tenders will be received up to **15.00 Hrs on 22.02.2012** in the office of CGM (Mat), 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 offers will be opened **on 22.02.2012 at 15.30Hrs** at the office of CGM (Mat), 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 4%. 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 4%. 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 3% on the above shall be collected at source.** (Total sale value = Material value + Sales tax + Any other levy, as applicable) 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 (EMD)

- 9.1 All Tender Offers should be accompanied by requisite EMD of 5% on the quoted value, by way of Demand Draft (DD)/Pay Order (PO) 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 EMD made by him/them will be converted into Security Deposit (SD) which will be refunded only after successful performance of the contract or the EMD amount shall be adjusted with the 1st installment subject to submission of Performance Bank Guarantee with 13 months validity from the date of order (as per CSL format) for an equal amount of above EMD.** However, EMD of the unsuccessful tenderers would be generally refunded / returned by CSL immediately after opening the tender (the same instrument submitted by the bidders). No interest is payable on the EMD and SD.
- 9.2 In order to afford reasonable protection to the interests of the tenderers, the tenderer 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 tenderer which information can be used for the purpose of refund/return, if any, of the EMD/SD. 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 tenderer 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 tenderer 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 SHORT EMD: There could be occasions, that the EMD submitted by the tenderer is not sufficient for all the quoted lots but is adequate to cover his H1 offers. In such cases H1 bid shall be considered at the discretion of the CSL. Further if the EMD is still short within the range specified amount, CSL can still consider their offer on receipt of shortfall amount on demand. Alternatively, at the discretion of the CSL, revised bid shall be obtained from the tenderers who have quoted for the particular lot including the H1 bidder who had quoted highest price with less EMD keeping their original offer valid.

The above steps are only indicatives and not exhaustive. 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 **SHIP BUILDING SCRAP 1500MT (approx):**

Ist Installment of 100 MT shall be made within 15 days from the date of Sale order. Balance payment shall be made in 14 No. of installments each of 100MT before completion of 80MT against the previous advance payment.

The sale value including sales taxes and other Govt. levies as applicable, must be paid by the successful buyer directly to CSL by way of DD/PO drawn on any Nationalized /Scheduled Bank in favor of COCHIN SHIPYARD LIMITED, payable at COCHIN/ERNAKULAM.

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

11.0 DELIVERY:

The material will be issued against advance payments only. The quantity mentioned in the tender is only estimated quantity for the period of one year (01.04.2012 to 31.03.2013).

- 11.1 The buyer has to lift the scrap from Hull shop and earmarked areas in CSL premises, every day (all CSL working days) to avoid accumulation of scrap in the earmarked areas in CSL premises. The buyer should clear the entire available quantity of scrap continuously from areas marked in the earmarked areas 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 material otherwise as considered appropriate in which case any loss to CSL on account of this will be recovered from the buyer for the uncleared goods (with in the delivery period / schedule). In case of noncompliance of the sale order/sale order conditions, Cochin Shipyard also reserves the right to attach / forfeit the EMD / security deposit/PBG in this connection. Also the firm will be black listed for 3 years from the date of black listing.

- 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 scrap clearance basis from Hull shop and earmarked areas in CSL premises. Pick and choose and segregation will not be allowed. All the available quantity of scrap therefore, should be removed progressively everyday.
- 11.4 The buyer has to make their own arrangement for lifting the material.

- 11.5 The sale will be on weight 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 scrap / 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, requirement of ESI, Insurance etc, with regard to the employees engaged in the work and ensure compliance of these rules and maintain records through out the period of execution of sale order.

12 CONTRACTUAL PERIOD

- 12.1 The Contractual period with the successful bidder will be **one year from 01.04.2012 to 31.03.2013**. 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 Generally only Acetylene/Oxygen Gas will be permitted inside the company for hot works like cutting

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 to 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)

M/s. COCHIN SHIPYARD LIMITED, COCHIN (KERALA)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 |
|--------|---|--------------------|--------------------------------------|--|-----|
| 1. | Ship Building M.S scrap Location: Hull Shop and earmarked areas in CSL premises. | 1500MT (Approx) | Rs.----- /MT | Rupees in (words)----- ----- ----- | Rs. |

NAME OF TENDERER

SIGNATURE OF TENDERER

.....2

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)
