THE TRAVANCORE CEMENTS LTD.

(A GOVT. OF KERALA UNDERTAKING)

NATTAKOM, KOTTAYAM – 686 013.

Phone – 2361371, FAX : 0481-2362354, e-mail:tcl.materials@gmail.com

**TENDER FOR SALE OF MARINE VESSELS**

**GENERAL DETAILS OF TENDER**

TENDER NO. : Tender No.TCL/MM/2017-18/11 Dated 13.10.2017

SCOPE OF TENDER : SALE OF MARINE VESSELS-Wooden barge (5 Nos) & Old screening plant (1 No) with its accessories and

 available spares in “as is where is condition”

CLOSING DATE AND TIME FOR

SUBMISSION OF TENDER : 3.11.2017 @ 2 PM

TENDER OPENING DATE AND TIME : 3.11.2017 @ 2.45 PM

VALIDITY OF TENDER : THE OFFER SHOULD BE VALID FOR

 90 DAYS FROM THE DATE OF OPENING.

COST OF TENDER FORM : Rs.4200/- (Inclusive of tax)

EARNEST MONEY DEPOSIT (EMD) : Rs.25,000/-

TENDER TO BE SUBMITTED TO : THE CHIEF MANAGER(O),

 THE TRAVANCORE CEMENTS LTD.,

 NATTAKOM, KOTTAYAM – 686 013.

FOR THE TRAVANCORE CEMENTS LTD,

CHIEF MANAGER (O)

FOR MANAGING DIRECTOR

ENCLS: 1) GENERAL CONDITIONS

2) PRICE BID FORMAT

**GENERAL CONDITIONS**

Sealed and superscribed tenders are invited for the sale of Marine vessels as per the following terms and conditions and as per agreement attached as Annexure.

1. Tenderer shall be deemed to have full knowledge of all items, whether or not he has inspected the items. The submission of a tender implies that the tenderer has read this notice and condition of sale and has made themselves aware of the scope and specifications and other factors bearing on the tender.
2. It would be advisable if the organization familiarize themselves with the marine vessels before preparing their Proposals. To obtain first-hand information, bidders are encouraged to visit to the TCL and inspect the vessels and available certificates related with the vessels before submitting a Proposal. All visit to the TCL in connection with the tender are not reimbursable.
3. Marine vessels are available at Travancore Cements Ltd, Kottayam, Nattakom. Inspection of the items can be made between 9 AM to 4 PM on all working days with prior permission. Marine vessels available for sale is on ‘as is where is condition’. Loading, dismantling, repairs if any, mobilization of the items will have to be arranged by the buyer at their own cost.
4. Tenders should be submitted in the prescribed price bid format attached with the tender form, which can be obtained from the Company on payment of the required price. Tender form also can be down loaded from our website www.travcement.com. Bid submitted without EMD & tender cost will liable to be rejected at company’s discretion. Tenders which are not in the prescribed format also will liable to be rejected at company’s discretion. Company shall not be responsible for any delay.
5. Tenderer can submit their offer for the required items in part.
6. A copy of the ID Card & Pan card of the tenderer should be attached along with tender.
7. **How to submit Bid:**

All communications against this tender should be addressed to the Dy. Manager (C), Travancore Cements Ltd, Nattakom P.O, Kottayam, Kerala in a sealed cover with the tender number, date and Name of tenderer superscribing “***Tender for sale of Marine vessels”*** on the cover. Cover should contain

**(i)** Duly signed tender document for acceptance of tender terms and conditions.

**(ii** Demand Draft for tender form cost or Xerox copy of Cash receipt obtained from company

**(iii)** Demand Draft for EMD or Xerox copy of Cash receipt obtained from company.

**(iv)** Price bid in the prescribed format.

**(v)** Copy of PAN or ID card

1. **Opening of Bids:** After due date and time of tender submission, tenders will be opened for evaluation as per the schedule by the company. Bids fails to follow the instructions mentioned in the tender will be rejected at the discretion of the company. If the envelopes are not sealed and properly numbered/ named as indicated above, the company will not assume any responsibility for misplacement or pre mature opening of the bid and any other consequences thereon including rejection of the bid.
2. The prices quoted should be inclusive of all taxes, duties, cess etc. sale of wooden barges attract GST of 12% & old screening plant attract 18%.
3. Income Tax (TDS) applicable will be charged extra at the prevailing rate for which the deduction certificate will be issued.
4. No adjustment for tender cost, EMD, with any previous amount remitted/bill with company will be allowed. The earnest money of the unsuccessful tender(s) will be returned as soon as possible after placing order against the tender. The EMD of the successful tenderer will be adjusted towards the amount that will have to be deposited for the fulfillment of the contract. No interest will be paid for the EMD/Security Deposit. Cost of tender form once paid will not be refunded.
5. The final acceptance of the tenders rests entirely with the company which does not bind themselves to accept the highest tender and reserves to themselves the authority to accept or reject any or all of the tenders received without assigning any reason.
6. The tender should be valid for 90 days (Ninety days) from the date of opening. If any tenderer withdraws his tender before the due date, the earnest money deposited by the tenderer will be forfeited.
7. NEGOTIATIONS:

a) The bidders will be required to attend the negotiation on quoted rates either in part or in full, if the company desires so. The date, time and venue of negotiation as fixed by the company will be final and binding on the bidders.

b) Bidders are advised to quote highest price, as the negotiation on price will be earned out only if required and that too with highest quoted party(s) (H1) only.

1. Insurance for the vessels shall be arranged by the contractor.
2. Mobilization / repairs / spares may be arranged by the contractor at their own cost.
3. TCL may not offer any maintenance facility / labour / tools and tackles / Fuel etc.
4. If in case TCL places sale order, the contractor may take delivery of the vessels from TCL premises strictly as per the directions given in the sale order.
5. TCL has no responsibility and liability over the losses, damages made and / or met by the contractor, once the vessels handed over to them or at outside company premises.
6. TCL has no responsibility and liability over the losses, damages made and / or met by the contractor to existing structures, water bodies etc.
7. TCL does not have any liability and responsibility over the agreements / commitments made by the contractor with any third party in connection with this tender notice.
8. All payments to any agencies including toll, pilotage, berth charges etc., will have to be borne by the contractor.
9. Contractor shall observe all the rules / regulations / orders of Central and State Government and local authorities including KIV rules during mobilization and in the further operation of vessels. If any breach of the said rules / orders, the contractor shall be solely responsible for this.
10. Necessary permission regarding mobilization of vessels, tug laying, transportation of stores, fuel, spares etc shall be arranged by the Contractor. Care should be taken to avoid spillage of fuel or oil in the lake.
11. TCL shall be the liberty to amend or alter the tender conditions or cancel the tender at its discretion.
12. If the contractor fails to satisfy the contractual obligations, contract may be cancelled forfeiting any payment / deposit due with TCL.
13. If any bidder withdraws from his bid before the validity period fixed for keeping the rates firm for firm for acceptance, the deposits, if any, deposited by them will be forfeited to the TCL or such action taken against him as the TCL think fit.
14. TCL reserves the right to accept at its sole and unfettered discretion any bid or reject any or all bids without assigning any reasons whatsoever at any stage.
15. A Sale order will be issued to the highest quoted bidder for each item in original and in duplicate, and the duplicate copy has to be signed and sent back to the company as a token of acceptance of the order. If the successful tenderer fails to remit the amount within the time allotted, their EMD and any payment remitted by the tenderer will be forfeited after canceling their sale order. However company has the right to extend the period if found necessary.
16. The sale order(s) resulting from this notice and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreements relating to the contract between the contractor and the TCL and both parties are bound by the terms and conditions.
17. **Payment terms**: Agreed amount less EMD need to remit within 10 days of receipt of the sale order.
18. Contractor may arrange vehicle and load (dismantle if necessary) the items by their own personnel, cost and risk. Company may spare its mobile crane and other facilities (if required) on written request. For that, contractor may pay the rent and other charges extra at actual fixed. However the issue of crane and facilities are at pure discretion of the company.
19. Bidder will have to give the Names of the labourer engaged each day to the security department. Materials should be collected only on all working days between 9.00AM to 5.00PM. Under no circumstances it should be off loaded without company’s consent. Company premises will not be given for any other activities in connection with the work.
20. Company have the right to inspect the material(s) at loading and/or despatch point.
21. Company reserves the right to place order either in part or in full as it think fit.
22. The company will have full right to retain any material mentioned in the list without assigning any reason what-so-ever. Selection of item for making payment and lifting will not be allowed.
23. The Company will not be responsible for any accident for men and machinery while loading/unloading/ transporting the material.
24. If any work is involved in the company premises by the contractor, liability of all labour/labour safety and/or labour issues should be met by the contractor. Company will not be responsible for any such issues in any means. However if company met loss or damages in any manner in connection with such issues, same may be recovered from the contractor.
25. The company reserves the right to cancel the contract if the contractor fails to comply with the contractual obligations or fails to perform contract to the satisfaction of the company. In the event of cancellation of contract as mentioned above, loss sustained to the company on this account will be levied from the contractor. Also their will be forfeited.
26. Special conditions, if any of the bidders attached with the bid will not be applicable to the contract, unless they are expressly accepted in writing by the TCL.
27. In case any difference or dispute arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the Court within the jurisdiction of the Registered Office of the Company at Kottayam.
28. In the clauses TCL/Company means Travancore Cements ltd and contractor means successful bidder.

Chief Manager(O)

For Managing Director

THE TRAVANCORE CEMENTS LTD.

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PRICE BID FORMAT

Tender No.TCL/MM/2017-18/11 Dated 13.10.2017

 Quoted rate showed be inclusive of Tax.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl.No. | Name of vessel | Qty. | Amount(Rs.) | Amount (in words) |
|  1 | Old screening plant |  1 No. |  |  |
|  2 | TCL barge No.1 |  1 No. |  |  |
|  3 | TCL barge No.2 |  1 No. |  |  |
|  4 | TCL barge No.4 |  1 No. |  |  |
|  5 | TCL barge No.5 |  1 No. |  |  |
|  6 | TCL barge No.6 |  1 No. |  |  |

 We agree to the terms and conditions of the tender.

 Signature of tenderer :

 Name and address of Tenderer :

 Address of Tenderer :