

STORES DEPARTMENT

TENDER FOR PURCHASE AND REMOVAL OF SCRAP MATERIALS

TENDERNO. : ICF/FD/G/RC/05/19-20

TENDERDUEON : 05.12.2019 upto 2.15 PM

TENDER WILL BE  
OPENEDON 05.12.2019 at 2.30 PM

TENDERER'SNAME :

ADDRESS :

PHONENO :

MOBILENO :

FAXNO :

E-MAILID :

Tender schedule containing the tender form, Special and General Conditions for sale and removal of scrap materials through tender contract are enclosed herewith.

Quotations shall be dropped in the tender box available in PCMM/Shell Office (Shell Administration Building 2<sup>nd</sup> Floor), ICF, Chennai – 38 or shall be sent by RPAD to PCMM, Shell Division, ICF, Chennai – 600 038.

TENDER FORM IS NOT TRANSFERABLE

TO

The Principal ChiefMaterials Manager,  
Integral Coach Factory, Chennai – 600 038.

Dear Sirs,

Sub: Tender for the purchase and removal of scrap  
materials mentioned in the annexed schedule without  
selection during the period as specified by the  
Principal Chief Materials Manager, Integral Coach Factory,  
Chennai-38.

-----

I/We hereby tender our offer and if my/our tender is accepted we undertake to purchase and remove all available item of scrap materials described in the schedule herewith annexed in accordance with the said schedule and annexed terms & conditions of sale at the rates entered therein. Issue of letter of acceptance by you shall conclude the contract and shall be binding on us. Non fulfillment of contractual obligation after issue of letter of acceptance shall be treated as breach of contract and action taken by the administration towards forfeiture of EMD/Security Deposit and to sell the item at the risk and cost of purchaser shall be binding on us.

The dispatch advice of acceptance of tender by the Principal Chief Materials Manager or other person deputed by him in a registered cover addressed to me/us shall be held to constitute receipt by me/us of such acceptance and the related document.

I/We hereby declare that I am/we are in all respects eligible in accordance with the provision of the Indian contract act to enter into contracts.

I/We hereby declare that I am/we are Income Tax Assesse/ Assessees and that I/We tender certified copy of PAN number.

I/We hereby agree to pay the price of all scrap materials for which my/our tender is accepted to the Assistant Chief Cashier, Integral Coach Factory, Chennai – 600 038 as per advice of administration in line with the terms and conditions of the tender issued by office Of the Principal Chief Materials Manager/ICF. I/We hereby furnish our contact Telephone NO. (Land line and Mobile) FAX.No. /E-Mail ID for communication in addition to our postal address.

::2::

I/We have carefully read and understood the terms and conditions for sale through tender and I/We will abide by the same as per this tender.

Yours faithfully,

Signature :  
Name to be written  
Legibly) :

FullPostalAddress :

Phone No.LandLine :  
MobileNo. :  
Fax :  
E-Mail :  
Date :

**NOTE**

- 1 The tenderer is also to sign at the foot of all pages of the tender schedule.
2. Attested copy of the certificates of incorporation of the firm need to be attached by the tenderer

TERMS AND CONDITIONS OF SALE FOR RUNNING CONTRACT.

1. The Principal Chief Materials Manager is neither bound to accept the highest offer of any Tenderer nor to assign any reason for not doing so. The Principal Chief Materials Manager reserves the right to accept any tender in respect of the whole or part of any of the items tendered for.
2. Tender will not be considered if not submitted in the prescribed form of Tender Schedule. The tenderer's signature and full address must be given in the space provided for the purpose. All pages of tender schedule and terms and conditions need to be signed by the tenderer.
3. Tender once submitted, shall remain in full force as submitted, notwithstanding any modification, correction or alteration made or attempted to be made in respect thereof by the Tenderer or on his behalf, whether on the ground of mistake or otherwise, and any acceptance by the Government of the Tender as originally submitted or any part thereof, shall be binding upon the tenderer notwithstanding that the Government had received notice of such specification, correction or alteration before acceptance of the tender by the Government.
4. Tenders should be submitted duly enclosed and sealed in the special cover accompanying the tender form superscribed, "TENDER No. \_\_\_\_\_ due on \_\_\_\_\_ FOR THE SALE AND REMOVAL OF SCRAP MATERIALS" together with a covering letter enumerating exactly for what items tenderers have quoted.
5. Tenders shall hold good for acceptance for a minimum period of 90 days from the date of closing of the tenders.
6. Tender must be for a rate per unit noted against the items in the schedule, DELIVERY EX-SITE inside the premises of Integral Coach Factory, Chennai – 600 038. where the item is available.
7. Tenderers must enter the rates in figures as well as in words and any correction in the rate should be initialled by the tenderer, failing which, the tender shall not be considered. In case of any discrepancy in the rates shown in figures and in words, the rates indicated in words shall be considered final.
8. Tenderers should furnish the Earnest Money Deposit as mentioned in Note a & b of the tender schedule/form.
9. This earnest money should be paid either in cash to Asst. Chief Cashier, Integral Coach Factory, Chennai – 600 038, or in any of the following forms in favour of the FA&CAO/ICF/ Chennai – 600038.
  1. Demand Drafts, Deposit receipt or Pay orders issued by nationalized banks.
  2. Guarantee bonds executed by any Indian Nationalized Bank.
  3. Deposits in National savings certificate and Treasury savings certificate.
10. Offer received without EMD will be summarily rejected.

(Signature of Tenderer)

11. In case EMD is paid in cash to Asst.Chief Cashier, ICF the Cash Receipt in original need to be submitted along with the tender. Payment will not be accepted by cheque in respect of EMD/Security Deposit or Sale value of materials.

The Earnest Money will be returned within reasonable time from the date of conclusion of tender to the unsuccessful Tenderers but retained towards the Security Deposit required from the successful tenderer or tenderers. Tenderers should at the time of submission of his offer shall invariably notify the Financial Adviser and Chief Accounts Officer, Integral Coach Factory, Chennai – 600 038, in writing the method and place for refund of earnest money should they be unsuccessful in their tenders.

12. No interest will be allowed on Earnest Money.

13. The successful tenderer or tenderers will be required to deposit with the Government, Security deposit after adjusting the EMD for the due fulfillment of the contract either in cash or in any forms stated in clause 9 above within FOURTEEN calendar days from the date of issue of the letter of acceptance to him/ them failing which ICF reserves the right to forfeit the amount of the Earnest Money Deposited.

14. No interest will be allowed on Security Deposit,. The Security Deposit will be refunded after completion of the contract to the full satisfaction of the Principal Chief Materials Manager.

15. The government will be also accept Security Deposit in any of the forms as mentioned in clause 9 above for the due fulfillment of the contract.

16. The Government will sell and the tenderer shall buy without selection all items of scrap materials described in the schedule herewith annexed at the rates tendered therein such sale being confined only to such lots under each item as the Government chooses to offer for sale in the Integral Coach Factory, Chennai – 600 038 and the Tenderers shall be required by or on behalf of the Government to buy and remove.

17. The estimated arising of materials for one month period will be offered for which the contractor shall pay the sale value within 10 calendar days from the date of offer. The initial offer quantity might be more than a month's quantities depending on the earlier accruals and the delivery of the first lot to be completed within 20 days from the date of offer. In case any excess payment the same shall be adjusted against ensuing month.

18. Payment for all subsequent monthly lots should be made within 10 days from the date of offer. The material against the monthly lots offered for which sale value has been paid by the contractor shall be removed every week even if the quantity is less than one truck load without segregation, pick and choose by the contractor.

The Principal Chief Materials Manager may at his discretion grant such extension of time as may be warranted on such belated remittance of the value of stores subject to payment of interest chargeable at the prevailing bank rates +2% subject to minimum of Rs.100/- per day after the expiry of the free period mentioned in the advice. No time extension will be given for payment beyond 30 days from the date of offer. On expiry of 30<sup>th</sup> day security deposit will be forfeited. The sale value shall be paid either in cash or by DD. However, if payment is in DD, the date of realization will be considered as the date of payment.

(Signature of Tenderer)

19. As regards to the availability of materials, it is clarified that the letter of offer for scrap materials shall be based on estimated arising only and not based on physical availability of material except for the first lot offered which would be based on actual availability of material. However, the purchaser shall have to take action for deposition of sale value based on the offer letter itself without waiting for accumulation of offered quantity to avoid any delay in lifting the materials. The successful tenderer has to engage their own labour for weightment, counting and loading of the items in to purchaser's lorry as the case maybe.

20. The item of scrap materials sold will be liable to inspection by officers of the depot or their duly appointed representatives and they ( the officers of the depot) are empowered to remove any items of stores sold which in their opinion do not come under the correct classification of the scrap at the time of delivery to the purchaser, the decision of the DY.Chief Materials Manager/Depot shall be FINAL ANDBINDING.

21. The quantities specified in the Tender Schedule are approximate only. The Government accepts no responsibility whatsoever for variation of these quantities for any errors either in the description, condition quantities or contents of the said goods or materials. In no circumstances will any segregation and pick and choose shall be permitted.

22. The Government will not be responsible for delay in delivery.

23. If packing is considered necessary the packing material and packing scrap shall be arranged by the purchaser in presence of witnessing government officials.

24. In case the scrap materials remain in the Government's premises, without being removed within the time allowed under clause 17, ground rent shall be charged at the rate of half-a-percent per day, on the value of lot or lots or portions thereof subject to a minimum of Rs.100/- per day whichever is higher for the site on which the goods are stored and it is agreed that pending the removal of the goods or material the government will accept no responsibility in respect thereof . Should ,however, all or any portion of goods or materials remain un-removed from the Government's premises for more than 25 calendar days from the date of issue of letter of acceptance issued by the office of the Principal Chief Materials Manager, the sale will be cancelled and the goods or materials shall without further notice to the contractor be liable to be sold at the contractor's risk by calling for fresh tenders or through auctions or otherwise, in such an event the condition stipulated in clause 25 here under shall apply. This does not in any way prejudice or takes away the rights of the Government to recover the amounts due by any process of law or otherwise.

25. In any circumstances whatsoever the Government shall not be liable for any misappropriation, loss by deterioration or any other loss through any cause which may occur after the date of notification of goods or materials by the contractor. Further the contractor shall accept responsibility for the consequences caused by fire from any of the stock of goods or materials that may be allotted to him to the property of any other person and shall indemnify the government against the all clause arising therefrom

( Signature of Tenderer)

26. In case the contractor shall fail, neglect or refuse to pay for all or any of the said goods of materials which the government shall require the contractor to pay for in accordance with the terms and conditions herein contained, the goods for materials shall without further notice to the contractor be sold by auction or otherwise and if the amount realized in such sale falls short of the amount realizable from the defaulted contractor the loss offered on this account as well as the cost incurred in connection with this sale, shall be recovered from the contractor but if the amount realized is more than that payable by the contractor the government shall have the benefit of the difference and no compensation or money shall be paid to the contractor in respect thereof.

27. The contractor shall neither assign nor make over nor underlet the contract or any part thereof or any share of interest therein to any person or persons whatsoever not permit to any other party to interfere in the management or performance thereof.

28. The Principal Chief Materials Manager acting on behalf of the President, Union of India shall be at liberty to terminate the contract without notice in any of the following events:-

a. On the death of sole contractor or in the case of a firm on the death of one or more partner thereof.

b. Upon the insolvency of a sole contractor or in the case of firm of any one or more of the partners thereof or upon his/their representing his/ their petition or a petition or insolvency being presented against his/their or upon his/their making an arrangement with or assignment in favour of his/their goods or (if the contractor shall be an incorporated company) upon a winding up order being made against it or upon a resolution for voluntary winding up being passed.

29. If the contract as entered into by a firm, it is understood that the contract is entered into on a Joint Account and receipt of any one or more of the contractors shall be good discharge/ for all moneys paid under the contract and the operation of this clause shall not be affected by any notice to the government or any office of this administration from on behalf of anyone or more of the contractors to withhold payment of money under the contract to any other or together of the partners. In the event of the death of anyone or more of such partners,, of the receipt of any one or more of such partners, the receipt of any one or more of the survivors shall be good discharge for all such money.

30. The contractor shall have no claim whatsoever on goods or materials that may be available during the period of the contract at a place other than that or those for which his tender was accepted.

(Signature of Tenderer)

31. The contractor shall have no claim to any quantity of the arising other than those actually offered to him during the contract period for taking delivery, however, the delivery of the materials either in part or in full subject to being with held if required for this administration's use at any stage before actual delivery is effected without any commitment on eitherside.

32. In case the contractor intends taking delivery of the materials himself he will please arrange to send to this office 3 slips of paper each containing a specimen of his signatures, but if a representative to be deputed, instead 3 specimens of his representative's signature should be sent to this office duly countersigned by him . furnishing Name & Address of the representatives.

33. The contractor should give minimum three days advance notice to the depot office concerned regarding the date of which he intends to commence takingdelivery.

34. During the execution of this contract, should any question arise in respect of the goods contracted for, the contractor shall abide by the decision of Principal Chief Materials Manager, or such persons as may be appointed on hisbehalf.

35. In addition to any indemnity provided by law the purchaser shall indemnify the Government against all liabilities whatsoever to pay compensation under the workmen's compensation act, 1923 or any amending act in respect of any accident to any of the workmen employed by him or under such other acts as may be applicable to the labour, or compensation in respect of any claim arising out of or in the course of the work contemplated under this tender and against all costs, charges and expenses incurred or suffered by the Government in or about the matter.

36. The contractor shall observe and perform of all the provision of the Workmen's Compensation act, the Payment of Wages act (Act IV 1936) the Factories act, the Employment of Children's act, the Minimum Wages act, and such other enactment of statutory modification thereof that may be applicable to him for the time being in force any rules or regulations made there under in respect of all persons employed by him under this contract and shall indemnify the Government from the against any claim under the act by or on behalf of any person employed by him and in respect of any application by any Inspector appointed under the respective act relating to or non performance by the contractor of any of his obligations under the act, and breach and any cost incurred by the Government in connection with any such claim or application in compliance with the terms and conditions of this contract, the contractor supplies any labour to be used wholly or partly under the direct orders and control of the government whether in connection with any work being executed by the contractor or otherwise for the purpose of the government such labour shall, as a result of any claim or application as aforesaid by ordered to be paid by the Government such money shall be deemed to be money payable to the Government by the contractor and on failure by the contractor to repay to the Government any money paid by it is aforesaid within seven days after the same shall been demanded the Government shall be entitled due to the contractor with theGovernment.

(Signature of the Tenderer)



37. Notwithstanding anything contained in the other clause in the event of the contractors failing to perform the contract to the satisfaction of the government or making breach of any of the terms and conditions of contract, the government reserves the right to cancel the contract forthwith and to forfeit the entire security deposit or a portion thereof as may be determined by the Principal Chief Materials Manager, at his discretion.

38. Subject as otherwise provided in this contract, all notice to be given on behalf of the President, Union of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Principal Chief Materials Manager, Integral Coach Factory, Chennai –38.

39. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the purchaser or his partner, agent servant or any one of his or their behalf to any officer. Servant or representative to this administration or any person on its behalf in relation to the obtaining or the execution of this or any other contract with the Government shall in addition to any criminal liability which may incur subjected the purchaser for the cancellation of this and all other contracts and also to payment of any loss or damages resulting from such cancellation.

40. The contractors should submit the attested copy of Permanent Account Number of Income Tax along with the tender.

41. INCOME TAX: 1% Income tax to be levied on Sale Value and the surcharge and education cess at the rates mentioned below also to be paid by the purchaser at the time of remittance of balance sale value or as applicable.

Surcharge:

a) In case of individual, Hindu undivided family, Association of person or Body individuals whether incorporated or not 10% of Tax where the income or the aggregate of such income paid or likely to be paid and subject to the deduction not exceeds Rs.8,50,000/- (Rupees eight lakhs fifty thousand only)

b) In case of every co-operative firm, local authority and company, at the rate of two and one-half percent.

c) In case of every artificial judicial person referred in sub clause (vii) of clause (31) of section 2 of income tax act at the rate of 10% or IT and surcharge AS APPLICABLE.

d) Education cess will be levied at the rate 3% on IT + surcharge on IT

e) Any tenderer seeking exemption from payment of lower income tax should give a copy of clearance certificate issued by income tax department along with the tender.

(Signature of Tenderer)

42. Payment under contract shall take place within the province of the Union of India except where there for compelling reasons to the contrary.

43. In the event of any question, dispute or difference etc arising in respect of construction or interpretation of any of the terms and clause in the contract or arising in connection with the contract, the same shall be referred to the sole arbitration of a person appointed by the General Manager, Integral Coach Factory, Chennai – 600 038. As sole arbitrator the award of the arbitrator shall be final and binding on the parties hereto.

44. It is the responsibility of the purchaser to ensure and ascertain that no truck/lorry without the “Emission Test Certificate” issued by the Road Transport authorities is allowed to ply inside the factory premises for the purpose of removal of sold lots and transportation thereon as the possession of Test Certificate in respect of the lorry/truck has been identified as one of the norms of the EMS/ISO/14001.

PRINCIPAL CHIEF MATERIALS MANAGER  
FOR AND ON BEHALF OF THE PRESIDENT OF INDIA

Schedule for scrap material for sale on ex-site delivery at Integral Coach Factory for a period of 300 DAYS.

1. UL.NO.&Description : 09 983170270114

LOCATION- : :SCRAP MS EMPTY PAINT / ADHESIVE DRUMS 15 TO 30 LITRES.CAPACITY WITH OR WITHOUT LIDS, SEDIMENTS, KEGS/DRIED PAINT UNUSABLE TO ICF. HSN CODE-7204

Inside Furnishing Division.( Location will be advised by Scrap Ward at the time of delivery )

GST-5% .GST AND ANY OTHER TAXES AS IMPOSED BY CENTRAL OR STATE GOVERNMENT WILL BE TO BUYER'S ACCOUNT

STATE/TNPCB/CENTRAL POLLUTION CERTIFICATE HOLDERS ONLY

2.Approximateqty : 1,00,000Nos

3 (i)EMDamount : Rs. \_\_\_\_\_  
(ii) Mode of paymentofEMD : \_\_\_\_\_

4. Rateoffered(infigures) :  
(inwords) :

5. SalesTax :

6. Other taxes andduties,ifany :

7. Total cost inclusive of taxes and  
Duties (infigures) :  
(inwords) :

8. Name ofthepurchaser :  
Firm'sName :  
Address :

PhoneNo :  
Mobile :  
Fax No. :  
E-MailID :

NOTE; 1 a) For tenders of value below Rs.10 lakhs the EMD should be 10% of the bid value.

1b) For tenders of value above Rs. 10lakhs the EMD should be 5% of the bid value subject to minimum of Rs. 1 lakh.

2. The security deposit to be furnished by the successful tenderer should be a sum equalto 10% of the cost of thecontract.

3. The sales tax and other taxes at the rate as applicable at the time of delivery has tobe paidextra.

4. ICF reserves right to increase quantity by 20% over tender schedulequantity.

5. Tender shall hold good for acceptance for a minimum period for 90days from the dateof opening oftender.

6. The successful Tenderer should get instruction from CDMS/Shell Depot on day to day basis for removal of the material.

7. Successful tenderer must engage adequate number of labourers and materialtransport vehicles on all working days in order to remove a minimum qty of 2000 Nos perday.

I/We \_\_\_\_\_ carrying onbusinessat \_\_\_\_\_ do hereby agree to purchase and remove at the rates quoted and subject to the terms and conditions laid down aboveand also in the annexed tender form,the rates of obsolete materials which I/We have entered in theschedule.

( Signature of Tenderer)