

TENDER FOR SALE OF BALANCE SCRAP- STEEL
OF JACK UP BARGE

M/s. DBM GEOTECHNICS & CONSTRUCTIONS PRIVATE LIMITED

B/301, Centaur House, Shantinagar Industrial Estate, Vakola, Santacruz East, Mumbai-400055

Contact Persons

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NOTICE INVITING TENDER

1. Sealed tenders are invited for sale of balance scrap steel of old salvaged Jack up Barge (except spuds), on "actual weight" basis. The scrap steel can be inspected at M/s. DBM Geotechnics & Constructions Private Limited (Referred hereinafter as "Company" or "DBM"), L-63, MIDC, Taloja, Taluka: Panvel, District: Raigad, Maharashtra- 410208.
2. Offers without Earnest Money Deposit shall be rejected without assigning any reason/s.
3. M/s. DBM Geotechnics & Constructions Private Limited reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
4. The details are as summarized below:

Sr. No.	Particulars	Items
a)	Name of the Stock:	Balance Scrap Steel
b)	Procedure for quoting price	<p>The quoted rate shall be in terms of Rupees per Metric Tonne. The basis for offer price shall be "as is where is basis". The quoted rate shall be excluding government taxes and duties. The expenses towards cutting, loading, unloading, weighment at weigh bridges, etc. shall be borne by the Successful Tenderer and no extra cost shall be paid to the Successful Tenderer for these activities. The Tenderers shall submit the quoted rate considering these aspects. The weight of the material will be ascertained by calculating the difference between the weight/ quantity of the empty truck and weight of the loaded truck. The quoted rate should be submitted in the OFFER FORMAT enclosed herewith as Annexure-A. The taxes & duties should be mentioned separately in the OFFER FORMAT enclosed herewith as Annexure-A.</p> <p>All responsibility related to labour P.F., ESI, Insurance etc. or any taxes as applicable will be of the Successful Tenderer. M/s. DBM Geotechnics & Constructions Private Limited shall not be responsible for the same.</p>
c)	Earnest Money Deposit (EMD) along with tender	Rs. 25,000/- (Rupees Twenty Five Thousands Only) in the form of Demand Draft in favour of M/s. DBM Geotechnics & Constructions Pvt. Ltd. payable at Mumbai. The Earnest Money Deposit of Unsuccessful Tenderer's will be refunded after award of Tender to the Successful Tenderer, but not later than the expiry of the validity period of the offer. No cash EMD shall be accepted. No interest is payable on the amount of EMD. The offers without Earnest Money Deposit shall be rejected.
d)	Cost of Tender	Nil

	Document	
e)	Scrap Lifting Time	Within 07 days from the date of payment of the Second Instalment.
f)	Last date of submission of completed tender documents	Up to 1:30 PM on 02 March 2020.
g)	Date of opening of the Tenders and venue	On 03 March 2020 at 11:00 AM at following address: M/s DBM Geotechnics and Constructions Pvt. Ltd., B/301, Centaur House, Shantinagar Industrial Estate, Vakola, Santacruz (East), Mumbai : 400 055. The Tenderers or their authorized representatives (One person only) may remain present at the time of opening of the Tenders.
h)	Validity period of the offer	30 days from the date of submission of the offer in the desired format and with desired documents. The validity period may be extended further with the mutual agreement.

5. Tender Documents may be downloaded from the website of M/s. DBM Geotechnics and Constructions Pvt. Ltd., i.e. www.dbm.in

For M/s. DBM Geotechnics and Constructions Pvt. Ltd.


 Authorised Signatory 24/02/2020

INSTRUCTION TO THE TENDERERS
AND GENERAL TERMS AND CONDITIONS

The Tender shall be submitted in accordance with the following instructions and Tender/s not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the Tender and Contract.

- 1) The Tenderer shall download this Tender document from the website of the Company and take the print on A4 size papers for submission to the Company. All pages of the Tender document shall be signed and sealed by the Tenderer to record its acceptance to the contents of the Tender Document and the terms thereof. After inspection of the **SCRAP- STEEL** to be sold under this Tender, due study of the contents of the Tender Document, and after considering any and all other due aspects which the Tenderer may find necessary, etc. the Tenderer may arrive to the rate to be submitted. The Tenderer shall accordingly fill the required details in the **OFFER FORMAT** enclosed herewith. The duly filled in Tender Document and other supporting documents shall form the complete offer of the Tenderer. The Company reserve the right to demand any other document if desired by the Company and the Tenderer is bound to submit such documents to the Company.
- 2) The duly filled, signed and sealed Tender Document should be submitted in **sealed cover** super scribed as **"TENDER FOR SALE OF BALANCE SCRAP- STEEL OF JACK UP BARGE"**.
- 3) The Tender shall be submitted along with EMD of Rs. 25,000/- (Rupees Twenty Five Thousands Only) in the form of the Demand Draft in favour of **"DBM Geotechnics & Constructions Pvt. Ltd."** payable at **Mumbai**.
- 4) The Tender shall be completed in all respect and should be signed with date by the Authorized Signatory of the Tenderer on all the pages.
- 5) The quoted rate shall be in terms of Rupees per Metric Tonne on "as is where is basis", excluding government taxes and duties. The taxes & duties should be mentioned separately in the offer document.
- 6) The quoted rate shall not be less than Rs. 20,000/- (Rupees Twenty Thousand Only) Per Metric Tonne. The Company reserves the right to reject the Tender offering quoted rate less than Rs.20,000/- per Metric Tonne.
- 7) The weight/ quantity of the material will be ascertained by calculating the difference between the weight of the empty truck and weight of the loaded truck.
- 8) Tenderers are advised to inspect the Scrap Steel at the premises of M/s. DBM Geotechnics & Constructions Private Limited, L-63, MIDC, Taloja, Tal.: Panvel, Dist.: Raigad, Maharashtra- 410208, from 11.00 AM to 4.00 PM on any working day from Monday to Friday w.e.f. 24 February 2020, by prior intimation to the Contact persons, named hereinabove, and examine/ assess themselves about the quality of

the Scrap Steel and expenses which are required to be incurred by the Successful Tenderer for compliance of its obligations under the Contract.

- 9) The Tenderer are not allowed to bid for part of the materials. The offer of the Tenderer will be considered for whole lot available for sale, without any discrimination based on the sizes of the various components and conditions of the various components.
- 10) The successful bidder if desired will be allowed to cut the scrap materials made available under this Tender at its own cost and risk for facilitating the handling, loading or unloading.
- 11) The Tender shall be awarded on the basis of highest rate received for the entire scrap material.
- 12) Procedure for payment and handing over the Scrap Steel:
 - (a) The Final Purchase Price will be arrived by applying the quoted rate offered by the Successful Tenderer to the actual quantity of the scrap steel which is handed over to the Successful Tenderer.
 - (b) The Earnest Money Deposit amounting to Rs. 25,000/- (Rupees Twenty Five Thousand Only) paid by the Successful Tenderer will be considered as first instalment of the payment towards the Final Purchase Price.
 - (c) Within seven days from receipt of the Work Order, the Successful Tenderer shall deposit an amount of Rs. 3,00,000/- (Rupees Three Lakh Only) as Second Instalment, in the form of Demand Draft payable in Mumbai, in favour of M/s. DBM Geotechnics and Constructions Pvt. Ltd. The Company reserve the right to forfeit the Earnest Money Deposit paid by the Successful Tenderer, in case of failure by the Successful Tenderer to pay the Second Instalment of the Final Purchase Price and under such circumstances the Company also reserves the right to terminate Contract without any compensation on any ground to the Successful Tenderer.
 - (d) Upon receipt of the Second Instalment of the Final Purchase Price from the Successful Tenderer, the Company will issue a letter to the Successful Tenderer, acknowledging the receipt of payment towards First and Second instalments of the Final Purchase Price, and allowing the Successful Tenderer to enter in the premises of the Company for cutting the material (if desired) and loading it for transportation.
 - (e) The cutting, loading and transportation shall be the responsibility of the Successful Tenderer and the Successful Tenderer shall undertake such activities at his own risk and cost. Truck/s deployed for the loading and transportation shall be weighed empty under witness of the representative of the Company prior to loading of the materials. The loaded truck/s then shall be taken to the

same weighbridge for weighing of the loaded truck/s. The representative of the Company reserves the right to select the weighbridge and such selection shall be final and binding on the Successful Tenderer. Same truck shall be used for pre-weighing (i.e. empty) and post loading weighing.

- (f) After weighing of the loaded truck the quantity of the loaded material shall be arrived as difference between the weight of the empty truck and loaded truck.
- (g) The Final Purchase Price then shall be arrived by applying the quoted rate offered by the Successful Tenderer to the actual quantity of the scrap steel which is arrived as described hereinabove.
- (h) The amount of the Third Instalment shall be arrived by deducting the amounts of the First Instalment and the Second Instalment from the Final Purchase Price.
- (i) The Successful Tenderer shall pay the amount of the Third Instalment using mobile phone application or using on-line transfer to the following bank account of the Company:

Name of account holder	:	DBM Geotechnics and Constructions Pvt. Ltd.
Name of the Bank	:	Kotak Mahindra Bank Ltd.
Account No.	:	5211754520
IFSC Code	:	KKBK0001405
Branch	:	Bandra Kurla Complex, Bandra (E), Mumbai

- (j) Upon successful payment of the Third Instalment by the Successful Tenderer and upon confirmation of the receipt of the payment towards Third Instalment the Scrap Steel material loaded on the truck/s to the Successful Tenderer vide a "Handing Over and Taking Over Note", which shall be signed by the authorised representatives of the Company and the Successful Tenderer.
- (k) In case for any reason the amount of the Third Instalment is arrived to be negative, it means, if the Company is required to refund the excessive amount with respect to the Final Purchase Price, the Company will refund the excessive amount by RTGS / NEFT within two business working days to the Successful Tenderer.
- (l) As stated above, the Successful Tenderer shall pay the Second Instalment of the Final Purchase Price within 07 days from the date of issue of the Work Order. Further the Successful Tenderer shall complete above described Scrap Steel Lifting process (or process of handing over and taking over the Scrap Steel) within 07 days from the date of payment of the Second Instalment. The Company reserve the right to terminate the Contract and forfeit the amount of the First Instalment and the Second Instalment in possession of the Company,

if the Successful Tenderer fails to complete the Scrap Steel Lifting process within 07 days from the date of payment of the Second Instalment or the time extended by the Company.

- 13) All arrangements required for Scrap lifting and transporting (for removal), including, truck/tempo/crane/lifting appliances/cutting, etc. shall be made by the Successful Tenderer at its risk and cost. The Successful Tenderer shall have to make arrangement for loading of scrap to truck/s at its own cost and the Company shall not pay any charges for the same.
- 14) The sale of the Scrap Steel under the subject Tender is on the basis of "As is Where Is" basis and the Company is not under any obligation to confirm the quantity and quality of the Scrap Steel to be sold. The scrap is being sold on the assumption that the Tenderers have inspected them and know what they are buying and the principles of "CAVEAT EMPTOR" shall apply and no reliance must be placed on any description of the scrap. The assessment of the quantity and quality of the Scrap Steel to be sold under the subject Tender is solely the responsibility of the Tenderer's.
- 15) In case of any disputes or disagreements, the matter shall be resolved by arbitration as per the prevailing Arbitration and Conciliation Act (1996), wherein the Sole Arbitrator shall be appointed by the firm M/s. DBM Geotechnics and Constructions Private Limited and the arbitration shall be conducted at Mumbai. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Mumbai Court only.
- 16) Along with the Tender the Tenderers shall submit the following documents. The Company reserve the right to demand any other document if desired by the Company and the Tenderer is bound to submit such documents to the Company.
 - a) Document showing the legal status of the Tenderer;
 - b) Copy of the PAN Card
 - c) Copy of the GST Registration Certificate
 - d) Copies of the Bank Details
 - e) Copies of the Aadhar Cards of key persons

FORM OF TENDER

To,
M/s. DBM Geotechnics & Constructions Private Limited
B/301, Centaur House,
Shantinagar Industrial Estate, Vakola,
Santacruz (East), Mumbai-400055.

Subject : TENDER FOR SALE OF BALANCE SCRAP- STEEL OF JACK UP BARGE ON "AS IS WHERE IS BASIS"

Regarding : Our offer in response to the invitation for the abovenamed subject work.

Dear Sir,

1. I/We have examined and perused the following documents,

- a) Notice Inviting Tender;
- b) Instruction To The Tenderers;
- c) Form Of Tender;
- d) General Terms & Conditions;

for the sale of the Scrap Steel, and we the undersigned, offer to purchase the subject Scrap Steel in conformity with the contents of the above named documents including the contents of the **OFFER FORMAT**.

2. I/We have visited the premises at from the premises of M/s. DBM Geotechnics & Constructions Private Limited, L-63, MIDC, Taloja, Taluka: Panvel, District: Raigad, Maharashtra- 410208, and inspected, examined and assessed the quality and quantity of the Scrap Steel material to be sold under subject Tender and based on such inspection, examination and assessment quoted the rate under the subject Tender.
3. I/We hereby submit our quoted rate under the document enclosed herewith as **Annexure-A**, and which has been termed as "**OFFER FORMAT**".
4. We undertake, if our Tender is accepted, to commence the subject work and to complete the whole of the subject works within the time stipulated in the Tender.
5. We agree to abide by this Tender for the period of 30days from the date of submission of this Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. I/We agree and accept the following:

- a) A sum Rs. 25,000/- (Rupees Twenty five Thousand only) is enclosed herewith in form of Demand Draft towards Earnest Money Deposit in favour of **"DBM Geotechnics & Constructions Pvt Ltd"** payable at **Mumbai**.
- b) Earnest money deposit will be refunded to us without any interest, if our tender is unsuccessful. If our tender is successful the EMD amount will be retained as First Instalment of the Final Purchase Price.
- c) I/We agree that the rate quoted in **"OFFER FORMAT"** as enclosed as annexure- A is excluding of taxes, duties and other government levies as applicable on the sale of scrap. The applicable taxes, duties and other Government levies have been separately mentioned by us in our offer and it shall be our responsibility to pay the same over and above/ independent of our offer value for the scrap materials.
- d) In the event if we are Successful Tenderer, as stated above, the EMD will be retained as First Instalment towards Final Purchase Price and I/We undertake to pay the balance amounts as detailed in **"INSTRUCTION TO THE TENDERERS"**.
- e) I/We agree that the sale of the Scrap Steel under the subject Tender is on the basis of **"As is Where is"** basis and the Company is not under any obligation to confirm the quantity and quality of the Scrap Steel to be sold. The scrap is being sold on the assumption that the Tenderers have inspected them and know what they are buying and the principles of **"CAVEAT EMPTOR"** shall apply and no reliance must be placed on any description of the scrap. I/We further agree that assessment of the quantity and quality of the Scrap Steel to be sold under the subject Tender is solely our responsibility.
- f) I/We agree that making all arrangements for cutting, loading, transporting, etc. of Scrap is our responsibility and as per the terms of the subject Tender we shall make such arrangements at our risk and cost.
- g) I/We agree to lift the whole lot of Scrap Steel and not a part thereof failing which the Company will be at a liberty to terminate the Tender, forfeit the amount paid till then including the EMD deposited by me/us.
- h) I/We agree that in the event of failure to deposit amount as detailed in **INSTRUCTION TO THE TENDERERS** within the stipulated time of 7 (Seven) days from the date of awarding the order, you shall be at liberty to forfeit the Earnest Money Deposit and also terminate the Contract.
- i) I/We agree that the Company reserves the right to reject any or all the Tender/s wholly or partially without assigning any reasons.
- j) I/We have enclosed the following documents along with our Tender;
 - i. Document showing the legal status of the Tenderer;

- ii. Copy of the PAN Card
- iii. Copy of the GST Registration Certificate
- iv. Copies of the Bank Details
- v. Copies of the Aadhar Cards of key persons

I / We agree that the Company reserve the right to demand any other document if desired by the Company and the Tenderer is bound to submit such documents to the Company.

9. I / We agree with the modalities of payment indicated in the Tender Document and also agreed to release the payment of Third Instalment by ONLINE PAYMENT, instantly, after arriving the total Final Purchase Price at the weighbridge.
10. I/We have thoroughly read the **"Form of Tender"** and confirm herewith our acceptance to all terms & conditions without any deviation.

ANNEXURE-A

OFFER FORMAT

1. After inspection of the **SCRAP- STEEL** to be sold under this Tender, due study of the contents of the Tender Document, and after considering any and all other due aspects which I/we found necessary, etc., I/We herewith offer our rate for the scrap on “**as is where is**” basis as hereunder:

Description	Unit	Rate in INR per Metric Tonne
For purchase of balance Scrap- Steel of Jack up barge lying at M/s. DBM Geotechnics & Constructions Private Limited, L-63, MIDC, Taloja, Taluka: Panvel, District: Raigad, Maharashtra-410208, on “ as is where is ” basis, including cutting, loading, unloading, transporting, weighment at weigh bridges, etc. complete as per the Tender Document without any deviation.	Rupees per Metric Tonne	Rs. /- (in words Rupees)
Goods and Service Tax (GST) (18%)	...do...	Rs. /-
Total rate including GST	...do...	Rs. /- (in words Rupees)
Information at dotted lines to be filled in by the Tenderer		

2. As per the requirement, we herewith submit the **Earnest Money Deposit (EMD)** amounting to Rs. 25,000/- (Rupees Twenty Five Thousand Only) vide Demand Draft bearing no. Dated/...../ 2020, Drawn by the Bank, favouring M/s. DBM Geotechnics and Constructions Pvt. Ltd. payable in Mumbai.

TENDERER'S NAME & SIGNATURE WITH SEAL