

THE TRAVANCORE CEMENTS LTD.,
(AN ISO 9001:2008 COMPANY)
(A GOVT. OF KERALA UNDERTAKING)
NATTAKOM, KOTTAYAM - 686 013.

Phone: 0481-2361371, Fax : 0481-2362354, E-mail:tcl.materials@gmail.com

Tender No.TCL/MM/2017-18/6 dated 24.7.2017

Tenders are invited from the suppliers of lime shell for the supply of 3000 MT of lime shell at our registered office at Nattakom, Kottayam.

Tender Cost: Rs 24,000/- (including Tax)

EMD: Rs 1,50,000/- (INR One Lakh Fifty Thousand only)

SSI/MSME units are exempted from depositing EMD, if they are having eligibility as per Govt. orders/circulars.

The Tender may be submitted to TCL on all working hours **before 7.8.2017@2PM.**

How to submit Tender:

- In Letter head/White paper showing the Landed price at TCL/MT and tax details/MT. Rate should be inclusive of royalty/Levies etc if any applicable.
- Quantity available in stock, Location from which shell is supplying, transportation arrangements, time required for supplying the tendered quantity etc should be mentioned in offer.
- Cash receipt from TCL/DD drawn in favour of The Travancore Cements Ltd payable at Kottayam for EMD and Tender cost.
- Govt. orders for EMD exemption if any.
- 1 KG Sample with proper packing.
- In sealed cover superscribing "Tender for supply of Lime shell" addressing to Dy Manager(C), The Travancore Cements Ltd, Nattakom, Kottayam.

I. SPECIFICATION OF LIME SHELL

Washed Lime shell free from stones and impurities. Ca CO₃ not less than 95%, Fe₂ O₃ Not more than 0.2%, impurities like clay, sand, etc not more than 8%. Black shell with size 2cm, should not be more than 15% of the total volume of the shell.

II. GENERAL CONDITIONS

Tenders are invited for the supply of lime shell to TCL at Nattakom, Kottayam as per the specification and conditions given.

1. Bidders may quote Landed price at TCL/MT and tax details/MT. Rate should be inclusive of royalty/Levies etc if any applicable. The rate quoted should be valid for 90 days and in case order is placed the rate approved shall be valid for the supply of entire quantity. No rate enhancement will be entertained during the above period.
2. Bidders are also advised to send 1 KG sample lime shell as sample. Supplies against the result of this tender should be matching with the approved sample supplied.
3. SSI/MSME units are exempted from depositing EMD, if they are having eligibility as per Govt. orders/circulars.
4. The Earnest money deposit/Security deposit shall subject to the conditions specified herein, and successful bidder's EMD may be returned by TCL after the expiry of the contract, but in the event of any dispute arising between the TCL and the bidder, TCL shall be entitled to deduct out of the deposited or the balance there of until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the TCL to bidder.
5. The purchase order(s) resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreements relating to the tender between the Contractor and the TCL and both parties are bound by the terms and conditions.
6. Contract is extendable for further quantity subject to the satisfactory performance of the contract and on mutual consent. TCL also has the liberty to suspend supplies with 10 days notice.
7. **Weight will be accounted on dry basis.** Weighment will be done at TCL's Weigh

Bridge or Weight Bridge authorized by TCL shall be final and binding on the contractor and shall be witnessed by them or their representative. However, if the Contractor or his representative is not present, TCL reserves the right to weigh the load in their absence.

8. Unloading of the material at the premises of Travancore Cements Limited, Nattakom, Kottayam will be undertaken by the TCL from 8 am to 4 pm.
9. Relevant documents such as P-form etc from mining and geology dept/concerned authority should be produced along with each consignment.
- 10. It is preferable to supply 3000MT of lime shell to TCL at single instance. However based on production plan TCL will issue supply schedule if necessary and the same is bound to contractor.**
11. The contractor shall be responsible to pay all Govt. levies such as Royalty, other levies etc, as applicable from time to time. The contractor should produce proof regarding such payment along with their bills, for our verification. In case of any dispute regarding short payment / non-payment of such levies, contractor will be solely responsible to settle the issue with the concerned agencies. TCL will not be responsible in any way to meet such obligations arising thereon at a later stage.
12. If any bidder withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to the TCL or such action taken against him as the TCL think fit. No representation for enhancement of rates once accepted will be considered.
13. The final acceptance of the tenders rests entirely with the TCL who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
14. TCL shall be the liberty to amend/alter/cancel the tender/tender conditions and/or to extend the due date of tender submission at its discretion.
15. The TCL 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 TCL. In the event of cancellation of contract as mentioned above, loss sustained to the TCL on

this account will be levied from the contractor. Also their deposits will be forfeited.

16. TCL may have its discretion to increase /decrease the quantity of material and the same will be bound to the tenderer/contractor. TCL also have right to cancel the tender at any stage without assigning any reason thereof.
17. **Payment:** Payment for material cost in Rupees will be made by Cheque /DD within 15 days of receipt of bills submitted by the supplier for the accepted quantity of lime shell. Freight charges in Rupees will be paid against delivery at TCL at the time of supply of material which will be deducted from the final bill.
18. Consignment(s) in part or full not conforming to specification will be rejected and the decision of the TCL, shall be final and no dispute will be entertained. If consignment rejected, same will be intimated to party in writing and materials should be cleared from TCL at contractors own cost and risk. On failure, claim of the same will not be accepted.
19. In cases the contractor fails to supply and deliver any of the said articles and things, within the time provided for delivery of the same, or in case the contractor commits any breach of the covenants, stipulations and agreements herein contained, and in his part to be observed and performed then and in any such case, it shall be lawful for the TCL (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Travancore Cements Ltd. by an order in writing put an end to this contract and in case the TCL shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase of by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the TCL under and by virtue of this contract, it shall be lawful for the Travancore Cements Ltd. from and out of any moneys for the time being payable or owing to the contractor from the TCL under or by virtue of this contract or otherwise, to pay and reimburse the TCL all such cost, damages and expenses they may have sustained, incurred or been but to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs damages, expenses and other moneys and shall for the time being be payable by the contractor aforesaid.
20. Special conditions if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the TCL.
21. TCL has the right to test the material at Loading and/or despatch point at random basis as per the TCL's sampling plan.
22. The certificate of analysis determined by the TCL as per tendered specification shall be final and binding on both parties.

23. TCL does not have any responsibility on the consignments during transportation to and from the TCL.
24. TCL reserves the right:
- i. To accept at its sole and unfettered discretion any tender whole or part quantities or reject any or all tenders without assigning any reasons whatsoever at any stage of tender.
 - ii. To place orders on one or more number of firms.
 - iii. To enter into parallel contracts simultaneously or at any time during the period of contract with one or more bidder(s) as TCL may think fit.
 - iv. If the contractor cannot supply the required and/or ordered quantity, TCL reserves the right to buy from other quoted parties also to match with L1 rate or at negotiated price.
25. The TCL will not be responsible for any accident for men and machinery while loading/unloading/ transporting the material.
26. **Force Majeure:** TCL will not be liable and responsible for any matters beyond the control of TCL and/or contractor. Change in policies of Government(s) in the country or in the states also applicable to this part.
27. **Court of Jurisdiction:** The legal jurisdiction of the contract shall be the competent court at Kottayam, Kerala only.
28. The TCL will not be held responsible for any sort of delay in submission of bids. The decision of the TCL shall be final on any other matters not mentioned in this tender document.
29. In the above clauses, the Contractor means successful bidder in this tender and the TCL means Travancore Cements Limited.

For The Travancore Cements Ltd,

Chief Manager (O)
For Managing Director