

THE TRAVANCORE CEMENTS LTD.

(An ISO 9001:2015 CERTIFIED COMPANY)

(A GOVT. OF KERALA UNDERTAKING)

NATTAKOM, KOTTAYAM – 686 013.

Phone: 0481-2361371/72

E-mail: tcl.materials@gmail.com

Tender No. & Date	TCL/MM/ETEND/2023-24/7 dated 31.1.2024
Tender ID in e-Portal	2024_TCL_651963_1
Scope of Tender	Global e-Tender cum Auction for the Sale of Land at Desiya Kavala, Vazhakkala, Thrikkakkara PO, Kakkanad, Ernakulam dt, Kerala on “as is where is and what is there is” condition with office building and godown.
Land area and type	113Are, Purayidam with office building and godown.
Last date & time of submission of Tender to the e-Portal.	21.2.2024@6PM
Date & time of opening the Tender (Part A)	23.2.2024@10AM
Date/time of Auction start & end.	Auction details will be updated in the portal and the same will be intimated to the qualified bidders by email/Telephone. Price bid will be opened only after conducting e-Auction.
Earnest Money Deposit (EMD)	INR 21,72,000/- (Rupees Twenty One Lakh Seventy Two Thousand Only)
Online EMD Payment Mode for Indian bidders	Online option available at e-portal (SBI MOPS). Payments through banks other than Sate Bank of India (SBI) shall be made 72 hours before the tender submission end time.
EMD Payment option for overseas bidders	Those bidders who are not able to operate online EMD payment mode shall have option to select “exemption of EMD” in NIC portal and to upload the payment details in PDF format in the same screen after remitting EMD in INR through NEFT/RTGS/SWIFT/MOPS to TCL account. State Bank of India, Thirunakkara Branch, Kottayam, Kerala. A/c No: 30691247890, IFSC: SBIN0008633. Swift Code:SBININBB396 MICR:686002008
e-Portal address	www.etenders.kerala.gov.in
Digital signature certificate (DSC) requirement	class II or class III (signing)Digital signature certificate (DSC)
Validity of Tender	The offer should be valid for 120 days from the date of auction end.
Contact Person (s)	Land related: Saji AJ, DGM (Company Secretary), Mob No: +91-9446293728 Land visit: Ashok Kumar, Manager(Security), Mob No: +91-9495063617 Tender related:Pratheesh Kumar, Manager(Commercial), Mob No: +91-9400492975

GLOBAL e-TENDER CUM AUCTION FOR SALE OF LAND

The Travancore Cements Limited, Nattakom, Kottayam herein after referred as “TCL” invites e-Tender Cum Auction Globally from interested parties for sale of its land at Desiya Kavala, Vazhakkala, Thrikkakkara PO, Kakkanad, Ernakulam district in Kerala State on “as is where is and what is there is condition” with office building and Godown through Kerala Government e-Portal www.etenders.kerala.gov.in.

I. ELIGIBILITY

The bidder should:

- (a) Be an Indian Citizen, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India.
- (b) Be legally competent to enter into contract as per prevailing laws.
- (c) Be financially sound.
- (d) Income tax assessment orders for the last three years should be enclosed along with the tender.
- (e) The bidder should enclose documentary proof that he has the financial means to meet the bid price.
- (f) TCL may also consider a bid submitted by a “Joint venture/Consortium” of “persons/companies”. It is however made clear that there should be no change in the JV/Consortium structure during the finalization of the tender right up to the stage of depositing the bid amount in full with TCL. Such parties should enclose documentary proof along with bid submission.

II. LOCATION AND DESCRIPTION OF THE PROPERTY

Plot No:80/1985

Block:008

Thandaperu: 1211

Resurvey No and Sub No: 85/1

Land Area and Type: 113Are (279 Cent), Purayidam, with office building and godown.

Address: The Travancore Cements Ltd, Near Navanirman public School Annex, Desiya Kavala, Thrikkakkara PO, Ernakulam- 682021

Village: Vazhakkala

Municipality: Thrikkakkara

Taluk: Kanayannoor

District: Ernakulam

State: Kerala

Land Bounded by:

On the North –Municipality Road.

On the South –Property owned by Benny, Kandathil House.

On the East –Property owned by Sheeja A, Firdous House and Property owned by Martin TJ, Thaivelikkakathu House.

On the West –Municipality Road.

Land Accessibility:

About 7KM away from Ernakulam North Railway Station.

About 7KM away from Vyttila KSRTC bus hub.

About 26KM from International airport at Nedumbasserry.

About 3KM from NH47 passing through Palarivattom.

Less than 1 KM away from PWD road passing through Vazhakkala (Palarivattom-Kakkanad).

A tarred municipal road is the accessible way to the land from PWD Road. It is running through the Northern part of the land separating the land from Navanirman public School (Annex) and extends to the western part of the land. Some portion of the plot is fenced with fencing wire. A steel Gate is there for accessing in to the property. Old and new buildings having building numbers 13/503&13/504 having area 6240 Sq.ft & 10695Sq.ft respectively made up of MS structure & sheets existing in the land in as is where is condition. 3 Phase electricity connection from KSEB is also available to the building. Well water with motor pump facility is available.

III. SUBMISSION OF OFFER IN TENDER AND PARTICIPATION IN e-AUCTION

The Global e-Tender has two parts. Technical Part (Part A-Eligibility) and Commercial Part (Part B-Price Bid). Both part of the tender shall be uploaded in the Kerala Government e-Portal on or before the last date mentioned. Part A of the e-Tender will be opened on due date and the qualified bidders will be informed by email/Telephone for participating in e-Auction. Date and time will also be communicated. Only qualified bidder(s) will be intimated and allowed to participate in the e-Auction. Price Part (Part B) of the bid will be opened after conducting e-Auction. Bids submitted through e-Portal only will be considered and no other mode of submission such as telex, telegraphic, fax etc. shall be considered.

i) **Requirements in Part A:**

- a) Proof showing Indian citizen/Registered firm in India.
- b) Proof for financial status and last 3 years' income tax assessment orders.
- c) Authorization to sign and submit bid/Power of attorney/consortium structure and consortium agreement as the case may be.
- d) Earnest Money Deposit (EMD) in e-Payment mode/Proof for submission of Earnest Money Deposit (EMD).
- e) Identity proof of the bidder(s) and PAN.
- f) If the bidding is on behalf of an institution, please attach relevant registration documents copy.
- g) "Joint venture/Consortium" of "persons/companies" can submit bids. Such parties should enclose documentary proof along with bid submission.
- h) Annexure 1 duly filled and signed.

- ii) **Part B:** Price bid shall be uploaded in Bill of Quantity (BOQ) sheet in Excel format provided in the tender. For viewing the information in the BOQ sheet, ENABLE MACROS. For enabling macros, 'click' on the "options" against security warning and click on "enable this content". Break up in price bid are bidder name and the price to be quoted. **Bidding shall be made in Indian Rupees (INR) and amount shall be offered for the total land area of "113 Are". TCL has finalized a base value for "113**

Are” of the land and hence the price bid in excel are so arranged to quote the price over and above the base value finalized for “113 Are”.

iii) Auction: Technical part of the e-Tender will be opened on due date and the qualified bidders will be informed by email/Telephone for participating in e-Auction through the e-Portal www.etenders.kerala.gov.in. Date and time of e-Auction will be uploaded/updated in the portal and the details will be intimated to the qualified bidders by TCL. Those bidders who qualifies in the technical part of the tender only can participate in e-Auction. Price Part (Part B) of the bid will be opened only after conducting e-Auction.

iv) How to deposit EMD: Bidder desires of taking part in a bid shall log to www.etenders.kerala.gov.in then select tender and initiate e-payment. Payment of EMD through any mode other than e-payment criteria acceptable for Kerala Govt. e-tendering system will not be accepted. **Payments through banks other than State Bank of India (SBI) shall be made 72 hours before the tender submission end time.** Those overseas bidders who are not able to operate online EMD payment mode shall have option to select “exemption of EMD” in NIC portal and to upload the payment details in PDF format in the same screen after remitting EMD in INR through NEFT/RTGS/SWIFT/MOPS to TCL account which is given below.

State Bank of India, Thirunakkara Branch, Kottayam, Kerala. A/c No: 30691247890, IFSC: SBIN0008633, Swift Code: SBININBB396, MICR:686002008

IV. SPECIAL TERMS AND CONDITIONS

1. The Base value fixed for the total land area of “113 Are” is INR 21,72,00,000/- (Rupees Twenty-One Crores and Seventy-Two Lakh only). Bidders will not be allowed to quote below the base value fixed.
2. The property shall be sold in “as is where is and what is there is condition” with office building and godown.
3. The interested purchaser(s) shall themselves satisfy about the right and title of the property from the concerned authorities and no claim shall be entertained by the TCL in this regard after the auction.

4. TCL will not give any guarantee or commitments as to the conditions of the assets/properties or/ its fitness for any specific purpose or use. It should be clearly understood that no claim/ complaint about conditions/ fitness for use will be entertained by TCL.
5. The advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of TCL.
6. Sale will be done on the basis of the highest bid price provided that such amount quoted in the price bid/e-Auction are found reasonable and acceptable by the TCL.
7. **Mode of Payment:**
 - a) The successful bidder shall have to deposit 5% of the total sale amount as first installment by way of Account transfer or Demand Draft drawn on any Nationalized / Scheduled Bank in favor of "The Travancore Cements Limited" payable at Kottayam or through RTGS within 5 days on receipt of Acceptance letter issued by TCL.
 - b) On receipt of first installment, TCL will arrange to measure the land in the presence of successful bidder by entrusting revenue authorities immediately. Subsequently TCL will also issue the sale order to the successful bidder.
 - c) Successful bidder has to remit 50% of the total sale amount as per final land measurement as second installment within 30 days of sale order, failing which the bid is liable for cancellation apart from forfeiture of EMD and first installment.
 - d) Successful bidder has to pay the balance consideration together with other dues if any after adjustment of EMD. This balance amount has to be paid within 5 months from the date of sale order and as per TCL schedule, failing which the bid is liable for cancellation apart from forfeiture of EMD, first and second installments.
 - e) TCL, at its discretion may (on the request of the party) extend the time for payment of third installment for a period not exceeding 30 days and the party shall pay in addition interest @ 12% on the said amount for the extended period failing which the EMD of the bidder and other money deposited till date, will automatically stand forfeited.
8. Execution of the Sale Deed will be done only after TCL receives entire amount.

9. All taxes, duties, charges, fees etc. if applicable for registration of the property shall be borne by the purchaser.
10. After remittance of full and final payment in lieu of the total sale consideration of the property, purchaser jointly with TCL shall take necessary steps to take over the possession of the property immediately by way of registration.
11. Sale is subject to laws applicable time to time. TDS or any other taxes as per laws are applicable for the sale of this property.
12. Possession of property will be given to the party only on the execution and registration of the Sale Deed.

V. GENERAL TERMS AND CONDITIONS

1. The tenders shall be submitted as e-tender through Kerala Govt. e-portal www.etenders.kerala.gov.in. Other mode of submission will not be accepted.
2. Tender documents should be filled in English.
3. **Bidding currency & unit of measurement:** Bidding shall be made in Indian Rupees (INR) and amount shall be offered for the total land area of "113 Are".
4. Requirements of Computer and Peripherals, Browser details, Tender cum Auction guidelines, Details of Digital signature etc are available in the e-Portal www.etenders.kerala.gov.in. Bidders shall read and comply the directions given. All the guidelines available in the portal also form a part of the tender.
5. **Site inspection:** Inspection of premises may be done by the bidders on any working day between 9.00 AM to 5.00 PM by contacting Security officer of TCL.
6. **Sale by bidding:** The Sale of the property will be done on the basis of highest tendered /amount offered in the e-Auction/ negotiated price provided that the price is considered reasonable by the TCL and shall be final and binding on the Parties.
7. Intending bidder(s) may obtain any clarification required before tendering. Submission of tender implies the bidder(s) has obtained all the clarifications required.
8. The submission of the tender means and implies that the bidder has unconditionally agreed to and accepted all the above terms and conditions of the tender.

9. Submitted bid will be taken as an offer to buy. Bids once made by the bidder, cannot be withdrawn and bidder shall be bound to buy if TCL accepts their price. Failure to comply with any of the terms and conditions will result in forfeiture of the amount paid till then.
10. The bidders can visit the site & ensure physical verification before quoting their price / consideration. In case of any doubts, clarifications may be obtained from relevant authorities. Google map view of the plot is enclosed for ready reference.
11. In case offer is not accepted, the bidder(s) shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though the TCL may elect to withdraw the invitation for tender. TCL shall have the right to cancel or withdraw the tender at any time and the EMD paid by the bidders will be refunded to them in due course, without interest.
12. TCL reserves the right to accept or reject any or all tenders including the highest tender/s without assigning any reason at its sole discretion.
13. TCL reserves the right to reject all tenders including the highest tender/s if the highest amount received is not reasonable as TCL thinks.
14. TCL reserves the right to postpone/ cancel or vary the terms and conditions of auction without assigning any reason thereof.
15. TCL reserves the right to amend any terms and conditions of the tender without notice of such amendment(s) and the same shall be binding on the bidders.
16. The Tender cum auction will be conducted under the supervision of the Authorized Officers/ Committee of TCL or Govt. authorities.
17. TCL will not be held responsible for any sort of delay or the difficulties faced by the bidders during the submission of bids/payment through online mode.
18. In case of any doubt regarding the Terms and Conditions of the sale, the decision of the TCL shall be final.
19. If it is found that the bidder has given false information or concealed certain facts, the offer is liable to be cancelled without making any reference to the bidder and all deposits made until then shall be forfeited.

20. TCL without prejudice to its right to forfeit security deposit and/or all the deposits and any other remedy, reserves the right to terminate the tender / offer in whole or in part and also to blacklist Applicant / Bidder for a suitable period in case he fails to honor his bid without sufficient grounds or found guilty for breach of condition(s) of the tender / offer, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Applicant / Tenderer / Bidder or by its staff, agent or representative.
21. The prospective bidders are informed that TCL will not pay any cost, damages, interest, etc. on any amount deposited by the bidder if any court/ tribunal/ forum stays the auction proceedings or due to any delay in handing over the possession which may be caused due to stay/ any other restraining order of any court/ tribunal/ forum.
22. Final offers submitted by the bidders should be kept valid for 120 days from the date of closing of e-Auction and TCL may seek extension, if necessary. Withdrawal of the offer by the Bidder within the validity period shall attract forfeiture of EMD and other payments paid.
23. **Limitation of liability:** Under no circumstances shall TCL, its affiliates or any of its directors, officers, employees etc. be liable for any indirect, special, incidental, consequential exemplary, or punitive damages arising from or directly or indirectly related to the present tender including, without limitation, loss of revenue, or anticipated profits.
24. The tender is invited for and on behalf of the Managing Director, The Travancore Cements Limited, Nattakom PO, Kottayam, Kerala, India-686013. All communications against this tender should be sent to the above address in a sealed cover superscribing "**Tender for sale of land at Kakkanad**" on the cover.
25. **Earnest Money Deposit(EMD):**
- a) Online option available at e-portal (SBI MOPS). Payments through banks other than State Bank of India (SBI) shall be made **72 hours before the tender submission end time.**
 - b) The Tenders received with "**Payment failure**", "**Paid-Subject to Bank clearance**" will be rejected.

- c) Earnest money deposit will be forfeited, if the amount is reduced from their original quoted amount during the validity period.
 - d) If any bidder backs out after TCL has accepted the tender, it will be considered as default and the EMD will be forfeited by TCL.
 - e) The Earnest money deposit of the successful bidders will be adjusted towards the total consideration to be remitted.
 - f) Earnest Money Deposit will not bear any interest.
- 26. EMD Refund:** Processing of refunds will be carried out by State Bank of India in the following stages as per the G.O. (MS) No.11/2013/ITD dated 10.4.2013.
- a) After opening of technical Bid (Incomplete bid or withdrawal of bids before opening of technical bid)
 - b) After technical bid evaluation (Rejected bids)
 - c) After financial bid evaluation (All bids other than H1 & H2)
 - d) EMD of H2 bidder only after award of Contract/execution of agreement with H1.
 - e) Cancellation of tender.
- 27.** Special conditions, if any, of the bidders attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the TCL.
- 28. Force Majeure:** TCL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, pestilence, dissilience, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of the TCL to extend the time of performance on the part of the TCL by such period as may be necessary to enable the TCL to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.
- 29. Indemnity:** The Bidder(s) shall indemnify and keep at all times indemnified the TCL against any loss or damage that may sustain directly or indirectly as a result of the failure or negligence of the bidder or its employees /agent / representative to faithfully carry out its obligations under this tender / offer.

- 30. Arbitration:** In case any dispute or differences arises between the parties in respect of any of the matters covered by this agreement, at the first instance the parties shall endeavor to make an earnest effort to settle the matter. In case the matter is not settled, the disputes shall be referred to arbitration by a sole arbitrator to be appointed by the TCL on intimation from the bidder. The venue of arbitration shall be at Kottayam. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.
- 31. Jurisdiction:** 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 of Law, having Jurisdiction over the Registered Office of the TCL at Kottayam.
- 32. Liability of Govt. of India:** It is expressly understood and agreed by and between the tenderer and the TCL that the TCL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the TCL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The tenderer expressly agrees, acknowledges and understands that the TCL is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed *that* the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the tenderer hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising under this tender.

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ANNEXURE 1: TCL/MM/ETEND/2023-24/7 dated 31.1.2024

- I. Name and Address of the bidder/Bidding firm:
- II. Name and address of the party(s) for which the sale deed is to be executed:
- III. Whether attached Proof showing the bidder is an Indian citizen/Registered firm in India (Yes/No):
- IV. Whether attached Proof for financial status and last 3 years' income tax assessment orders (Yes/No):
- V. Whether attached authorization/Power of attorney/consortium structure and agreement/JV documents as the case may be (Yes/No):
- VI. Whether attached copy of Photo Identity Card, PAN and relevant registration documents of institution as the case may be (Yes/No):
- VII. Email ID of the bidder(s):
- VIII. Contact No of the Bidder(s):
- IX. Other communication number(s) if any:
- X. Bank account Nos. and other details of the bidder:

In accordance with the terms and conditions of tender for the sale of its land at Kakkanad, I/We have gone through all the terms & conditions of the tender and hereby agree to accept and undertake to abide the same. The information's made by me/us are correct and shall be substantiated with supporting documents, if needed. I/We also aware that any false information furnished against the tender will lead to disqualification at any stage of the tender.

Name and address of the bidder:

Signature:

*Attach separate sheets duly signed if needed.