

THE TRAVANCORE CEMENTS LTD.
(AN ISO 9001-2008 COMPANY)
(A GOVT. OF KERALA UNDERTAKING)
NATTAKOM, KOTTAYAM - 686 013, Phone: 0481-2361371/72, Fax: 2362354
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Re-Tender No TCL/MM/2016-17/13

10.3.2017

INVITING QUOTATIONS FOR SMALL COMMERCIAL VEHICLE ON CONTRACT

We invite competitive quotations from small commercial vehicle owners having vehicle capacity 1-3MT & 3-5MT for engaging them on contract basis. Scope of the contract is to deliver wall putty and cement paint up to 70KM from the company. Bidders have to offer **minimum rate up to 5 km supply and per KM rate for supplying beyond 5 km**. Those interested may apply **on or before 21.3.2017 @ 5PM**.

I. Eligibility Criteria:

Bidder should have at least one small commercial vehicle having capacity 1-3MT and/or 3-5MT or both **in their own possession** and may produce documentary proof for the same along with the bid.

II. How to apply:

1. Earnest Money Deposit (EMD): Rs 2000/- (Rupees Two thousand only). EMD can be paid by DD favouring The Travancore Cements Ltd payable at Kottayam/directly to company by cash on all working days (9 am to 3 pm).
2. Duly signed and sealed **quotation in letter head/white paper** with Communication address and contact Numbers.
3. **Copy of cash receipt** received for EMD payment/DD **taken in original** may put in a single cover and send to Assistant Manager (E&ES) on or before the last date superscribing "**Quotation for small commercial vehicle on contract**".
4. Bidders have to offer **minimum rate up to 5 km supply and per KM rate for supplying beyond 5 km**.

III. Terms and Conditions:

1. Company officials will verify the ownership, liabilities and possession of vehicle. Bidder also needs to produce relevant document of the vehicle(s) to Company on demand.
2. Company will not offer fuel/fuel charges.
3. Maintenance charges, taxes, insurance, driver wages, tarpaulin for protecting material, spares, spare costs, manpower and facilities required for maintenance etc are on to the account of bidder and company may not offers the same. Company may not offer any waiting charges.
4. Bidders should arrange driver having valid driving license with badge.
5. Contractor may select the shortest route for transporting the material from company to various destinations.
6. Initial appointment for the selected bidder will be on trial basis for 2 months only. Then after company may evaluate and take appropriate action(s) at its discretion. The company reserves the right to apportion the contract to as many bidder(s) as required. Company also have right to enter into parallel contracts simultaneously or at any time during the period of contract with one or more bidder(s) as company may think fit.
7. Vehicle shall be available in the company with in 1 hour from getting intimation from company.
8. Bidder and the driver should obey the directions given from company time to time.
9. Company does not have any responsibility and liability on vehicle to and from the Company.

10. Bidder shall observe all the rules/regulations/orders of Central and State Government and local authorities in operating the vehicles. If any breach of the said rules/orders, the bidder shall be solely responsible for this.
11. The bidder should not transport persons and products other than company products in the Vehicle. Vehicle should bear the board of "**On contract With Travancore Cements Ltd**" while transporting company products. Under no circumstances, the board may be exhibited while transporting other than Company products.
12. Company reserves the right to accept and or reject any or all the bids without assigning any reason whatsoever. Company does not bind itself to accept the lowest bid or assign any reason for non-acceptance of the same.
13. Company will have the liberty to cancel/suspend the contract without notice at any time if the performance is found not satisfactory. However the bidder will have to give a notice period of 1 month for cancellation of contract from their part for the company to make alternate arrangement.
14. Company has right to regulate the operation of vehicle either in part or in full at its discretion.
15. Company is empowered to forfeit the EMD at its discretion, in case the bidder fails to obey the contractual obligations, terms and conditions. Company also have the right to claim further damages that may be fixed by the company as being the loss or damages suffered by it due to delay in performance or non-performance of any of the conditions of the contract.
16. There shall not be any employee-employer relationship. Hence claim for employment from personnel's of bidder's side will not be entertained.
17. **Payment: Payments will be made weekly. EMD will be released after completion of the contract.**
18. INDEMNITY: In case the company suffers any loss or damages due to any act or omission on the part of the bidder, the bidder shall be liable to indemnify the company to the extent of the damages suffered by the company.
19. 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 efforts to settle the matter. In case the matter is not settled, the bidder shall inform the company and in such an event, the disputes shall be referred to arbitration by a sole arbitrator to be appointed by the company and this shall be done within 30 days of the intimation by the contractor to the Company. The venue of arbitration shall be at Kottayam.
20. COURT OF JURISDICTION: The legal jurisdiction of the contract shall be the competent court at Kottayam, Kerala only.
21. In the above clauses, Company means Travancore Cements Limited (TCL).

For The Travancore Cements Ltd,

Asst Manager (E&ES)
For Managing Director

CC to AM(Marketing),Accounts,Marketing Superintendent, Materials