

24.3.2017

Sub: Corrigendum 3-EOI for the Supply of White Clinker, High Grade Lime Stone & Lime Shell.

Ref: EOI No. TCL/MM/2016-17/16 dated 15.3.2017

**Scope of Work**

1. Floating Global tender for procuring materials such as clinker (from manufacturers of white cement clinker), High Grade Lime stone & High Grade Lime shell on behalf of Travancore Cements Ltd. The material (such as clinker, Lime stone, Lime shell etc) to be invited global tender for procurement will be intimated to agency by TCL from time to time. Specification of materials will be given by TCL.
2. Agency may arrange to publish advertisements in leading newspapers. Tendering expenses will be met by TCL.
3. Agency may hand over the sample supplied by each party to TCL for physical and chemical examination and TCL will intimate the agency the list of successful bidders.
4. Agency may scrutinize the techno commercial part of the tender of the successful bidders with representative of TCL.
5. Agency may open the price part of successful bidders in the presence of representative from TCL.
6. Agency may arrange to procure the materials through successful bidder. The successful bidder has to arrange loading and unloading works at port of origin, port of destination, shipping and insurance from port of origin to the factory of TCL at Nattakom.
7. The agency may clear the cargos from customs after paying the duties (in favour of TCL) and transport the cargos to TCL by means of road or water with initial funding by their own.
8. Shipped material from port of origin shall be invoiced to TCL in Indian Rupees by adopting high sea sale procedures. This is for availing credit benefit to TCL.
9. Forwarded materials may be allowed to be kept in the storage space/Dump yards available with TCL. TCL will be drawing materials as per the advance monthly

consumption planned and intimated to the organizations. The organizations can appoint personnel to monitor the quantity of materials drawn by TCL and TCL will be acting as per the directions of controlling personals appointed by agencies.

10. Agency is required to pay applicable duties like Customs duty, Excise duty, Counter veiling duty, SAD and Cess etc on behalf of TCL to the concerned authorities initially. Agency is required to meet Transportation charges to TCL initially. TCL may draw the required quantity of materials on biweekly basis from the stock after intimating the agency. Payment for the intimated drawing quantity (including taxes, duties, transportation charges etc) will be made in advance in Indian Rupees (negotiable). The exchange rate on the date of payment will be valid for making payments in Indian Rupees.
11. Running Bank Guarantee from bank (with one year validity) for the value of quantity procuring and supplying at a time to TCL will be provided by the TCL.
12. TCL may not be liable and responsible for paying any demurrages to any agencies resulting from the lapses of agency or agency authorized agents.
13. Material should accompany a test report proving the quality of the materials supplied, by an authorized internationally accepted third party of the country and from the manufacturer from which the material is supplied. The internationally accepted third party may arrange to collect sample before loading in to the ship. TCL will bear the expense of the third party inspection.
14. TCL will conduct a quality test of the received consignments at our own lab. A third party inspection will be conducted if required. The decision regarding acceptance or rejection of the material will be done based on such reports by TCL and the decision shall be binding on the agency.
15. Consignment(s) in part or full not conforming to the specification will be rejected. If consignment rejected, same will be intimated to agency in writing and materials should be cleared from the TCL/place of lying at agencies own cost and risk. Failure which TCL will not be responsible for the same and disputes in connection with these.
16. TCL does not have any responsibility on the consignments during transit to TCL premises from the port of origin.

17. In case the manufacturer backs out from the supply of material to the agency either due to their own reasons or due to its closure and/or matters out of human control, agency has to supply and/or arrange the material to TCL against its supply schedule from time to time from other sources, as per the tendered specification, at their own risk and cost.

18. **Indemnity:** In case the TCL suffers any loss or damages due to any act or omission on the part of the agency, or due to supply of items which did not confirm to the sample or which are defective or in a damaged condition, or the TCL suffers any damages for any reason whatsoever in the matter of supply of goods by the agency to TCL, agency shall be liable to indemnify TCL to the extent of the damages suffered by the TCL.

For The Travancore Cements Ltd,  
Managing Director.