

THE TRAVANCORE CEMENTS LIMITED
(IS/ISO 9001:2015 CERTIFIED COMPANY)
(A GOVERNMENT OF KERALA UNDERTAKING)
NATTAKOM,KOTTAYAM-686013
KERALA, INDIA

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**GLOBAL E-TENDER FOR THE SUPPLY OF CLINKER SUITABLE FOR
MANUFACTURING WHITE CEMENT AT "CIF COCHIN" UNDER RATE
CONTRACT BASIS.**

TENDER No: TCL /MM/ETEND/2019-20/2
Dated 12.7.2019

THE TRAVANCORE CEMENTS LTD.
 (IS/ISO 9001:2015 CERTIFIED COMPANY)
 (A GOVT. OF KERALA UNDERTAKING)
 NATTAKOM, KOTTAYAM - 686 013.
Phone: 0481-2360917, 2361371/72, Fax : 0481-2362354
E-mail: tcl.materials@gmail.com

General details of Tender:

Tender No. & Date	TCL/MM/ETEND/2019-20/2 dated 12.7.2019
Scope of Tender	SUPPLY OF CLINKER SUITABLE FOR MANUFACTURING WHITE CEMENT AT " <u>CIF COCHIN</u> " UNDER RATE CONTRACT BASIS.
Expected drawal quantity of clinker on monthly basis	Up to 2000MT. However the quantity may vary as per requirement.
Last date and time of submission of tender to the e-portal.	On or before 12.8.2019@6PM
Last date and time of submission of Sample Clinker (5KG) to TCL	On or before 12.8.2019@6PM
Date and time of opening the Tender (Part A)	19.8.2019@2PM
Earnest Money Deposit	Rs 1,50,000/- (Rupees One Lakh Fifty Thousand only)
Payment Mode	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.
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 last date of bid submission and the same rates shall be firm till the end of contract.
Contact Person	Mr. Pratheesh Kumar S, Dy Manager (Commercial), Mob No: +91-9400492975

I. SPECIFICATION OF CLINKER SUITABLE FOR MANUFACTURING WHITE CEMENT

Specification of the material shall be as detailed below. The clinker should be suitable for manufacturing white cement conforming to IS 8042:2015 and also conforming to additional specifications as detailed below.

CHEMICAL	UNIT	VALUE
Fe ₂ O ₃ (Max)	%	0.50
Mg.O (Max)	%	1.50
SO ₃ (Max)	%	2.00
Whiteness of cement made from clinker	%	Not less than 87%
Free Moisture (Max)	%	0.5%
Silica modules	Minimum	2.80
Lime saturation factor (LSF)		0.88 - 0.985
Litre Weight	Gram	1150 - 1300
Physical appearance Greenish /Bluish white nodules for 1 to 10mm size.		
Compressive strength of White Cement made from clinker ground with 3% to 6% gypsum shall be as detailed below.		
3 days not less than 200 kg / sq.cm, 7 days not less than 270 kg/ sq.cm.		

II. SCOPE OF THE TENDER

Global E-tenders are inviting for supply of Clinker suitable for manufacturing White Cement at “**CIF COCHIN**” under rate contract basis as per the specification, terms and conditions given in tender. Anticipated drawal quantity per month may vary up to 2000MT. Contractor have to supply the material against supply schedule/ Purchase order issued by TCL time to time.

III. ELIGIBILTY CRITERIA TO PARTICIPATE IN THE TENDER

1. Bidder shall be an individual/Company/Partnership/Joint venture/Consortium who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. In case of Consortium, the lead member shall fulfill all the above minimum eligibility criteria and there shall not be any change of lead member, subsequently after the award of the work, till the completion of assignment in all respect.
2. If the bidder is a manufacturer of clinker, they should enclose an undertaking, agreeing to supply the clinker as per the requirement of TCL time to time at specified quality, as mentioned in ‘**Specification**’ of the tender.
3. If the bidder is not a manufacturer of clinker, they should give full details of source of supply, Quantity that can be supplied on monthly basis by enclosing

an undertaking from the manufacturer agreeing to supply the clinker as per the requirement of TCL time to time at specified quality, as mentioned in '**Specification**' of the tender.

4. The bidder should have a minimum annual turnover of **Rs 5 Crores** or its equivalent in other currencies during any of the last three financial years. The bidder shall enclose the audited financial statement of the bidder during the last three financial years duly attested by Notary/Chartered Accountant as a proof of their annual turnover.
5. Source of supply of clinker should not be from the countries (such as Iran, Syria, N.Korea) where United Nations/India/United States of America (if the quote is in US\$) imposed ban on trade, banking and other co-operations.
6. Source of Supply shall not be from M/s Ras Al Khaima Co for White Cement and Construction Materials, UAE directly or indirectly.

IV. COMMERCIAL TERMS AND CONDITIONS:

1. Bidders are advised to quote

a) Basic material cost/MT of Clinker in US\$/EURO on "CIF COCHIN basis".

Ie, Material cost inclusive of all incidental charges up to Cochin port on CIF basis.

2. Clearing and transportation of cargos will be under the scope of TCL.
3. TCL may not be liable and responsible for paying any demurrages to any agencies resulting from the non receipt of documents from the contractor or contractor's authorized agents which are necessary for cargo clearance from the port and the contractor is liable for the same.

4. Payment terms:

- i. Payment shall be made as per schedule given below on acceptance of the quality and quantity by TCL in cases without Letter of Credit (LC). In this case 10% payment will be made in advance along with purchase order and 40% on arrival of documents/delivery at TCL plant and balance 50% within one month of receipt of clinker at TCL. Applicable exchange rate of USD/EURO against Indian Rupee will be the exchange rate on the date of payment of first advance.
- ii. Letter of Credit (LC) with 60 days credit against supply at CIF Cochin will also be considered. Uniform Customs and Practice for Documentary Credits (UCP) and bank policies are applicable for opening LC. Payment through LC for 85% of the quantity supplied shall be released subject to the acceptance of quality of

material by TCL. Applicable exchange rate of USD/EURO against Indian Rupee will be the exchange rate on the date of payment through LC. Balance 15% of payment will be released within 60 days from the date of delivery at destination port after testing of the clinker at TCL lab and its acceptance by TCL. Applicable exchange rate of USD/EURO against Indian Rupee for the balance payment will be the same exchange rate when making 85% payment first time through LC.

5. Presentation of following document will be required: Original bill of entry/Bill of lading/Certificate of origin and/or duly attested copies by a notary public in respect of bill of entry, Bill of lading, Certificate of origin etc. in respect of supplies made to TCL shall be furnished along with the invoice.

- a) Signed commercial invoices in Quadruplicate for 100 percentage invoice value as per Purchase order / Proforma invoice.
- b) Complete set of on board bills of lading.
- c) Certificate of Origin/Bill of entry/Bill of Lading.
- d) Insurance policy in full set for full invoice value plus 10 percent not later than the date of shipping documents with claims payable in India.
- e) Packing list in Triplicate.
- f) Test/Inspection certificate in original with two copies.
- g) High sea sales agreement if applicable
- h) Other documents needed to TCL/ Govt. agencies/ Bank in which LC opened by the TCL.

6. Sampling, Testing and analysis:

- a) Material should accompany the original test certificate of clinker manufacturer along with each consignment. This is for a reference only.
- b) TCL will conduct a quality test of the received clinker consignments at TCL at the lab owned and operated by TCL. Sampling of the clinker lot received at the time under single invoice will be made in such a way that one sample will be taken for each 3 containers and/or each 75MT of clinker reaching at TCL and so on. The samples thus taken shall be mixed together to prepare a composite sample of the single lot received under single invoice for its chemical and physical testing at TCL lab. The decision regarding acceptance or rejection of the material will be done based on such lab reports from TCL and the decision shall be binding on both parties.
- c) If in case a dispute arises with respect to the quality of clinker supplied, a third party quality check shall be conducted at M/s National Council for Cement and

Building Materials (NCCBM - Under administrative control of Ministry of Commerce and Industry, Govt. of India) and the results are binding to both parties. For the purposes, clinker samples will be taken jointly by both the parties from TCL.

7. **Quality variance and Penalty:** Quality shall strictly be as per the specification given in the tender. Clinker not meeting the boundary conditions given in the specification part will be rejected. If the **Lime saturation Factor (LSF) exceeds 0.985 but lies within the range of 1.00**, a penalty for the each lot supplied at the time under single invoice shall be levied from the contractor at the rate of **US\$ 2/MT** for its acceptance by TCL. If **the LSF exceeds 1.00 but lies within the range 1.02** (maximum limit of LSF in cement as per BIS standards IS 8042), a penalty for the each lot supplied at the time under single invoice shall be levied from the contractor at the rate of **US\$ 5/MT** for its acceptance by TCL. LSF ranges below 0.88 and/or beyond 1.02 shall be summarily rejected. **If the free moisture exceeds 0.5%, proportionate weight reduction from the clinker received at the time under single invoice shall be made for its acceptance and payments.**

V. HOW TO SUBMIT BIDS

The Tender has two parts. Pre-qualification Part (Part A) and Price Part (Part B). Both part of the tender shall be uploaded to the Kerala Govt. E-portal on or before the last date mentioned.

Part A: Duly filled and signed documents in PDF format mentioned below.

- i. If the bidder is a manufacturer, they should enclose an undertaking, agreeing to supply the clinker as per the requirement of TCL time to time at specified quality, as mentioned in '*Specification*' of the tender.
- ii. If the bidder is not a manufacturer, they should enclose an undertaking from the manufacturer agreeing to supply the clinker as per the requirement of TCL time to time at specified quality, as mentioned in '*Specification*' of the tender.
- iii. Bidder shall submit authorization letter from the concerned, authorizing the bidder to sign the bid and participating in further proceedings of the tender.
- iv. Bidder shall enclose the audited financial statement of the bidder during the last three financial years duly attested by Notary/Chartered Accountant as a proof of their annual turnover is more than Rs 5 Crore or its equivalent in other currencies.

- v. Annexure A, Annexure B & Annexure C
- vi. Clinker quality analysis certificate in original from manufacturing company must be enclosed with the tender. This is for a reference only.
- vii. **Sample:** The bidder shall submit 5kgs Clinker as sample through any reputed courier/parcel service/by hand to TCL. Clinker Sample should reach the Company on or before tender closure time with proper packing and superscribing the packing with Tender No and other details if any.

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". Exchange rate of currencies on the date of price bid opening will be considered for comparison and order placement. Break up in price bid are

- Bidder Name. Please enter the same.
- Basic Price/MT in **US DOLLAR/ EURO**. Bidders can quote either in US\$ or in EURO. Currency list are available in the cell "L13". Currency selection can be done by selecting from the scroll down list available in the cell "L13" of the BOQ provided.

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.**

VI. GENERAL CONDITIONS

1. Those tenders whose samples not conforms to our specification will be rejected and may not be considered for further tender process. Samples will be tested at the laboratory owned and operated by TCL. Test reports from TCL lab shall be final and binding on all parties concerned. Further supplies against the result of this tender should be matching with the approved sample supplied.
2. All communications against this tender should be addressed to the Managing Director, The Travancore Cements Ltd, Nattakom (PO), Kottayam, Kerala-686013 in a sealed cover with the Tender Number, Date and Superscribing

“Tender for Supply of clinker at CIF Cochin under rate contract basis” on the cover.

3. 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.
4. **Earnest Money Deposit(EMD):**
 - a) EMD may be paid in Indian Rupees and its refund may be done in Indian Rupees only.
 - b) The Tenders received with **“Payment failure”** , **“Paid-Subject to Bank clearance”** will be rejected.
 - c) Earnest money deposit will be forfeited, if the rates are enhanced from their original quoted rate during the validity period or extended validity period, or the work is not executed after acceptance of the order.
 - 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 refunded by TCL after the successful execution of the contract.
 - f) Earnest Money Deposit will not bear any interest.
5. **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 Bid (Incomplete bid or withdrawal of bids)
 - b) After technical bid evaluation (Rejected bids)
 - c) After financial bid evaluation (All bids other than L1 & L2)
 - d) EMD of L2 bidder only after award of Contract/execution of agreement with L1.
 - e) Cancellation of tender.
6. **Award of Contract (AOC):** TCL reserves the full 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.
 - ii. To execute order with 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 lowest party (L1) who is awarded the contract fails to fulfil the obligations of the contract, TCL reserves the right to cancel the contract and to award the contract to next lowest bidder.

- v. To award the work at 70:30 ratio with L1 and with L2 at the rate of L1 and in case of default/non supply of L1 party, the balance tendered quantity can be purchased from L2 party at L1 rate.

7. Security Deposit (S.D.):

- a) Successful bidder has to remit 5% of CIF Cochin price for 2000MT of clinker (Exchange rate applicable on the date of awarding the contract) as Security Deposit (SD) less EMD in Indian Rupees for due performance of the contract. Security deposit in accordance with the conditions of tender shall be furnished within 7 days of award of contract and may enter in to an agreement with TCL.
- b) Security deposit may be remitted in Indian Rupees. Refund of the same after completion of contract also be done in Indian Rupees only.
- c) The Security deposit will not bear any interest. TCL reserves the right to adjust security deposit towards any amount due to it from the successful bidder, and in such an event, the successful bidder, on receipt of the intimation from TCL shall make further deposit to restore the security deposit to full amount as per order terms.
- d) The security deposit shall liable to be forfeited, should the successful bidder either fail to comply with the contractual conditions or fail to fulfil his dues to TCL. This will be in addition to the TCL's right to make alternate arrangements by tender or any other mode at the risk and cost of the bidder.
- e) TCL is empowered to deduct from the security deposit or any other outstanding amount any sum that may be fixed by the TCL as being the loss or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract.
- f) TCL shall have a lien on all or any money that may become due and payable to the bidder under this contract or any other contract or transaction of any other nature either all alone or jointly with other bidder and unless the bidder pays and clears the claim of the TCL immediately on demand, TCL shall be entitled at all times to deduct the said sum or debt due by the bidder from any money /security deposit which may have become due or become payable to the bidder under this contract or any other contract or transaction whatsoever between the bidder and TCL without prejudice and in addition to the other rights of the TCL to recover the amount of any such claim by other remedies legally available.

8. The rate quoted should be valid for 120 days and in case order is placed the rate approved shall be valid till the end of contract. No rate enhancement will be entertained during the period of contract. For delivery of goods, supply schedule will be given by the TCL.
9. Contract will be spread over a period of 1 year from the date of executing agreement. However the Contract is extendable for another year/period subject to the satisfactory performance of the contract and on mutual consent. Based on the production requirement, TCL will issue the supply schedule/Purchase order. Timely supply is the essence of the contract. TCL is also at liberty to cancel whole/part of the order in the event of failure on the part of the bidder in effecting supplies as specified.
10. **Delivery:** The materials shall be supplied to CIF Cochin, as per the supply schedule/Purchase order placed by the TCL from time to time, based on the requirement of the TCL. However contractor should be prepared to supply the anticipated drawal quantity per month for a minimum period of 1 year. TCL has right to regulate/suspend the supply based on the production/sales/requirement etc with prior notice.
11. **Mode of packing during transit and supply:** The mode of packing and handling system should be specified in the tender. The clinker shall be packed in suitable form without affecting quality and facilitating easy handling. If jumbo bags are used, maximum quantity should be up to 2 metric ton. Use containers for delivering the material and the container size should not exceed 20 feet.
12. The purchase order/supply schedule 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 TCL and both parties are bound by the terms and conditions.
13. Weighment of the consignment(s) will be done at port Weigh Bridge/ Weigh 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 their representative is not present, TCL reserves the right to weigh the load in their absence.

- 14.** The quantity to be lifted and supplied is dependent up on the market demand of white cement, running of mills and storage space available in the TCL yard /silo and can vary widely. If the performance of the contract is not satisfactory, TCL has the right to forfeit their deposits with an option to claim further damages from the contractor.
- 15.** TCL reserves the right to accept or reject any or all tenders without assigning any reasons thereof. 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 bidders on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
- 16.** In case contractor, after having made partial supplies fails to fulfill the contracts in full or any of the materials not supplied may at the discretion of TCL be purchased from the next lowest bidder who had offered to supply already and the loss if any, caused to TCL shall together with such sums as may be fixed by the TCL towards damages be recovered from the defaulting bidder.
- 17.** TCL shall be the liberty to amend/alter/cancel the tender or tender conditions and/or to extend the due date of tender submission at its discretion without assigning any reasons thereof. TCL also shall be the liberty to retender in case the absence of competitive tenders at its discretion.
- 18.** TCL may have its discretion to increase /decrease the anticipated drawal quantity and the same will be bound to the contractor.
- 19.** 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.
- 20.** 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 the TCL/place of lying at contractors own cost and risk with in the period as directed by TCL. On failure, TCL will not be responsible

for deterioration in quality and shortage of quantity and any disputes connection with this will not be accepted.

- 21.** 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 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.
- 22.** 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.
- 23.** TCL does not have any responsibility on the consignments during transit.
- 24.** TCL will not be responsible for any accident for men and machinery while loading/unloading/ shipping the material.
- 25.** 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.
- 26.** The contractor shall execute agreement with TCL in Kerala non judicial Stamp Paper worth Rs.200/- on intimation from TCL.

27. If in case the quality and the delivery schedule of clinker from the manufacturer/contractor is in non satisfaction to the TCL and/or the manufacturer of contractor backs out from the supply of material to contractor/TCL either due to their own reasons and/or due to its closure and/or matters out of human control; after executing agreement, contractor has to supply and/or arrange the clinker for TCL against its purchase order/supply schedule from time to time from other sources, as per the tendered specification, at their own risk and cost.
28. All sums found due under or by virtue of this agreement shall be recoverable from the contractor and his properties movable and immovable as decided by the TCL.
29. **Indemnity:** In case the TCL suffers any loss or damages due to any act or omission on the part of the contractor, or due to supply of items which did not confirm to the sample or which are defective or in a damaged condition, or TCL suffers any damages for any reason whatsoever in the matter of supply of goods by the contractor to the TCL, the contractor shall be liable to indemnify the TCL to the extent of the damages suffered by the TCL.
30. **Force Majure:** 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.
31. **Court of Jurisdiction:** The legal jurisdiction of the contract shall be the competent court at Kottayam, Kerala only.
32. The decision of the TCL shall be final on any other matters not mentioned in the tender document.
33. In the above clauses, the Contractor means successful bidder in this tender and the TCL means The Travancore Cements Limited.

For The Travancore Cements Ltd,

Chief Manager (O)

ANNEXURE - A

Tender No: TCL/MM/ETEND/2019-20/2 dated 12.7.2019

1. Address of bidder's office in India/Kerala, if any:

2. Bidders Bank address and details, if any (in India):

3. Bidders Bank address and details, if any (abroad):

The information's made by me 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.

Signature of bidder :

Name, Designation & Address of bidder :

Mobile No :

Land line No :

Email ID :

Note: Fill the applicable part only. Attach separate sheets if needed.

ANNEXURE-B

Tender No: TCL/MM/ETEND/2019-20/2 dated 12.7.2019

1. Whether the bidder be a Company or individual (Yes/No) :
2. If Yes, Mention:
3. If No, Mention:
4. Whether bidder is a Manufacturer of White Cement (Yes/No) :
5. If Yes, plant capacity/Annum (MT) :
6. If No, Specify bidder's nature of business AND Source of Supply:
7. Country and location from which clinker is supplying :
8. Quantity that can be supplied per month to TCL (MT):
9. Port of origin :
10. Port of final destination :
11. Turnover during the last three years :

Year	Amount	Currency
2016-17		
2017-18		
2018-19		

12. Other information's if any:

Signature of bidder :

Name, Designation of bidder:

ANNEXURE-C:

TO BE FURNISHED BY THE BIDDER FOR HAVING ACCEPTED THE TERMS & CONDITIONS OF THE TENDER.

Tender No: TCL/MM/ETEND/2019-20/2 dated 12.7.2019

To

The Chief Manager (O)
The Travancore Cements Ltd
Nattakom PO, Kottayam

Sir,

Sub: Supply of Clinker suitable for manufacturing white cement at CIF Cochin under Rate contract basis.

In accordance with the terms and conditions of tender for the supply of clinker suitable for manufacturing white cement, I / We have gone through all the terms & conditions of the tender and hereby agree to accept and undertake to abide the same.

We already send 5Kg clinker sample to TCL through (Courier/Parcel service/By hand) so as to reach the same at company before tender opening.

Name of Courier/Parcel agency:

Docket No:

Date:

Mobile number of person if sending by hand:

Date:

Signature of bidder:

Place:

Name of bidder:

Designation of bidder:

Address with PIN:

Seal.