

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

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General details of Tender

Tender No. & Date	TCL/MM/2019-20/3 dated 26.7.2019
Scope of Tender	TENDER FOR SETTING UP OF PETROL BUNK RETAIL OUTLET IN OPEN LAND AT NATTAKOM KOTTAYAM
Last date and time of submission of tender to TCL	On or before 25/10/2019@2PM.
Date and time of opening the Tender.	25/10/2019@3PM
Validity of Tender	The offer should be valid for 90 days from the last date of bid submission.
Contact Person	For tender queries: Mr.Pratheesh Kumar S, Dy Manager (Commercial), Mob No: +91-9400492975 For technical queries: Mr.Anil Kumar, Sr Manager (P&O), Mob No: +91-9446202489

A. OVERVIEW

The Travancore Cements Ltd (TCL) is a public sector company under Government of Kerala started its operation in 1946 and presently engaged in manufacturing of white cement operating since 1947. TCL is operating about 53 acres of lease land at Nattakom, Kottayam owned by Government of Kerala. In order to avoid rush in Kottayam town, Nattakom – Paarochal – Kumarakom by pass was set up in the year 2016 by connecting MC Road and Kumarakom. Another railway over bridge opened at Manippuzha during the year 2016 also made to increase the traffic in this route. There is no petrol bunk operating in this route since the road is newly opened. TCL has extra free land, adjacent to the bypass road having enough road frontage.

As per GO (MS) No 122/2017/ID dated 23/12/2017, 461st Board of Directors meeting of TCL held on 9th March 2018, resolved to sub lease the lease hold property by TCL with road frontage to put up a petrol pump subject to Govt approval.

Govt of Kerala has accorded sanction to select one of the public sector oil companies and to obtain NOC from District Collector vide Letter No H2/129/2018/IND dated 22.3.2019 for setting up of petrol bunk retail outlet at our premises.

B. SCOPE OF THE TENDER

Travancore Cements Ltd invites competitive bids from public sector oil companies to sub lease the open land (**upto 50 cents**) with road frontage for setting up of modern petrol bunk retail outlet at Nattakom village in Kottayam district at the cost of selected oil company.

C. HOW TO SUBMIT BID

Offers shall be submitted in sealed covers duly signed and sealed by competent authority addressing to *Chief Manger (O), The Travancore Cements Ltd, Nattakom, Kottayam, Kerala* and superscribing “***Bid for setting up of petrol bunk retail outlet***”. Name of Oil Company also shall be noted on the envelope. Bids shall be in English. Late bids will not be considered. TCL will not be responsible for any delay including postal.

Offer shall contain

- a) Initial and future plans.
- b) Initial land requirement and future requirement in cents. Dimensional lengths also shall be mentioned.

- c) Details of fuels to be handled and number of fuelling units to be constructed initially in the proposed project.
- d) Present monthly commission for fuels to be handled.
- e) Establishments of utilities such as air, nitrogen, weigh bridges etc
- f) Acceptance of bid terms and declaration on the genuiness of the information's furnished.
- g) Time required to start the work from the date of agreement and period required for completion and commercial starting of project.
- h) Expected initial investment.
- i) Requirement of staffs in detail. If in shift wise, brief the man power requirement per shift.
- j) Proposed safety measures in fueling centre.
- k) Information data such as GSTIN,CIN,PAN,E-mail ID, Mobile numbers, Office numbers etc
- l) Any other relevant points.
- m) **Lease rent per month in INR shall be quoted on per cent basis. Applicable Taxes Extra.**

Numerical values shall be expanded in English letters. English expansion shall prevail if any deviation from numerical values.

D. COMMERCIAL TERMS & CONDITIONS

1. Licensee shall be the Lessee.
2. TCL will sublease the lease hold property to setup and operate petrol bunk retail outlet initially for 20 years and extendable for further period on mutual consent.
3. Lessee shall be responsible for setting up of petrol bunk retail outlet by their own investment once the site is handed over.
4. Removal of soil from the proposed area shall be the responsibility of Lesser before handing over the site.
5. Lessee shall be responsible for obtaining and renewing necessary licenses, permissions, approvals from concerned authorities for establishing petrol bunk retail outlet and its further operations.

6. Necessary follow up with concerned authorities shall be made either by TCL or by Oil Company either individually or jointly. Selected Oil Company shall made arrangements to obtain necessary NOC from District Collector and other authorities.
7. Lessee shall be responsible for obtaining Civil, Mechanical, Electrical, Piping design etc of proposed petrol bunk retail outlet.
8. TCL will provide adequate number of employees for the operation of petrol bunk. Strength of required employees shall be fixed prior to agreement execution. Salary of the employees shall be borne by Lesser.
9. Lessee shall be responsible for arranging the water supply at his own cost and for paying Water, Electricity, Insurance and all other statutory payments etc.
10. All GST/Commercial Tax/ Municipal Tax/Local/State/Central taxes /other applicable Charges/Cess/levies with respect to the construction and operation of petrol bunk retail outlet shall be borne by the Lessee.
11. Petrol bunk retail outlet shall include utilities like air and nitrogen filling facility, oil and lubricants, 40 feet/20 feet electronic weigh bridge, Fresh water and raw water, toilets etc.
12. Necessary safety and security arrangements are to the account of Lessee.
13. The lessee shall carry out any repairs & renovations on the establishment at their own cost and risk wherever and whenever wanted. Prior intimation to TCL may be made in such instance. TCL shall not have any responsibility and liability for repairs/maintenance.
14. **Principles of lease agreement:**
 - a) Lease period is for Twenty (20) years from the date of signing of the agreement.
 - b) The lease comes into operation from the date of entering into lease agreement by and between the Lessee and the Lessor.
15. **Commissions/ Incentives**

Monthly Commission/ incentives shall be paid to TCL on monthly basis on or before 10th day of every month with respect to the sale volume of fuels handled and as per the applicable tariff time to time.
16. **Lease Rent Payments**

First month rent to be paid in advance. Subsequent month lease rent should be paid to TCL on or before 5th day of concerned month failing which a penal interest of 12% per annum would be levied on the amount due till the date of payment of rent.

17. **AWARD OF LEASE (AWARD CRITERIA)**

Awarding of the contract shall be based on the monthly lease rent offering per cent.

18. **NOTIFICATION OF AWARD OF LEASE AND SIGNING OF AGREEMENT**

- a) The bidder whose bid has been accepted will be notified of the award of the Lease in written.
- b) Successful bidder shall enter into Lease Agreement duly fulfilling all the formalities of the tender within 15 days from the date of acceptance of bid.
 - i. If the successful bidder fails to enter into Lease agreement within the stipulated period, TCL reserves the right to execute agreement with other parties at the H1 monthly lease rent or at negotiated rent as the case may be.
 - ii. The successful bidder should commence commercial operations within four month from the date of signing agreement.
 - iii. Lease rent is payable from the date of start of commercial operations.

19. **Termination of Lease:**

- a. Lock in period is 1 year from the date of executing agreement.
- b. Lease agreement cannot be terminated by lessee during lock-in period of one year from the date of entering into agreement.
- c. In case, the lessee decides to terminate the lease agreement during lock-in period, the lessee has to pay the lease rent for the remaining of the lock in period.
- d. The lease agreement is terminable by either party by issuing of three months notice after the lock in period is completed.

20. **Termination of lease agreement by TCL:**

- a) Default in payment of lease rent continuously for 3 months.
- b) Violation of any terms & conditions of lease agreement.

21. Lease land and its related documents shall not be used for other purposes than intended.

22. No sub leasing of the leased property shall made.
23. Outsourcing of the petrol bunk retail outlet by the lessee in any form will not be permitted without getting written consent from TCL.
24. It will be responsibility of the lessee to take proper care of safety & security of the fuelling facility. If TCL suffers any damages/losses due to the lapses and negligence's of lessee, lessee shall be liable and responsible for the same.
25. Any damage done by the lessee or their workmen to any existing work or to the public during the course of agreement, lessee shall be solely responsible for the same and such damages/losses shall be settled by the lessee.
26. Lessee shall be solely responsible and liable for all losses, damages, accidents to men and machinery and valuables of the public.
27. Necessary permission regarding transportation of stores, fuel, spares, environmental and pollution clearance etc shall be obtained by lessee. No spillage of fuel or oil shall be occur in the adjacent water sources. Lessee may ensure the pollution limits within the standards. Lapses if any are to the account of lessee.
28. Necessary arrangement for accommodation and transportation to workmen/maintenance crew/ officials from the Lessee side shall be arranged by the lessee at the cost of lessee.

E. GENERAL TERMS AND CONDITIONS

1. Bid validity is 90 days from the last date of submission.
2. The final acceptance of the tender rests entirely with TCL, who do not bind themselves to accept the highest or any bid.
3. Lessee shall observe all the rules/regulations/orders of Central and State Government and local authorities in the operation of fuelling facility. If any breach of the said rules/orders, lessee shall be solely responsible for this.
4. TCL reserves the right:
 - a) To accept at its sole and unfettered discretion any bid or reject any or all bids without assigning any reasons whatsoever at any stage.
 - b) To cancel the contract and to enter in agreement with other bidder(s) at the highest rate or at negotiated rate.

5. TCL shall be the liberty to amend/postpone/cancel the tender at its discretion.
6. If the lessee fails to satisfy the contractual obligations, contract may be terminated forfeiting any money due with TCL.
7. Any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreements relating to the contract between the lessee and lessor and both parties are bound by the terms and conditions.
8. Special conditions, if any, of the bidders attached with the bid will not be applicable to the contract, unless they are expressly accepted in writing by the TCL.
9. Any breach of the terms and conditions of the contract may invite termination of the contract after forfeiting any payment due with TCL with a provision to claim further losses as decided by TCL.
10. In cases the lessee 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 lessee commits any breach of the covenants, stipulations and agreements herein contained, and in their part to be observed and performed then and in any such case, it shall be lawful for TCL (if they think fit to do so) to arrange 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 lessee 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 lessee 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 lessee aforesaid.
11. **Indemnity:** In case the TCL suffers any loss or damages due to any act or omission

on the part of the lessee, or TCL suffers any damages for any reason whatsoever in the matter of contract, the lessee shall be liable to indemnify the TCL to the extent of the damages suffered by the TCL.

12. **Force Majure:** TCL will not be liable and responsible for any matters beyond the control of TCL. Change in policies of Government(s) in the country also applicable to this part.
13. **Arbitration:** All disputes between the parties arising out of this agreement shall be submitted to arbitration by a single arbitrator to be appointed by the TCL.
14. **Court of Jurisdiction:** The legal jurisdiction of the contract shall be the competent Court at Kottayam only.

For The Travancore Cements Ltd

Chief Manager (O)
For Managing Director



Nattakom Bridge

Proposed area
for Fuel Pump

Habibi Hut

Star Baker's

Haridas stores

Juma Masjid
Mosque

Nattakom Service
Sahakarana Bank

Aiswarya

ഈശ്വര്യ
സെക്കൂറൈറ്റ്
സെക്യൂറൈറ്റ്

Shining Auto

Jerusalem Marthoma
Church, Nattakom

Kodoor river

Travancore Cements

തിരുവിതാംകൂർ

സിമന്റ്സ്

Mulamkuzha