

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

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**TENDER FOR THE CONVEYANCE OF COMPANY EMPLOYEES**

**GENERAL DETAILS OF TENDER**

TENDER NO. : Tender No.TCL/MM/2019-20/4 Dated 06.08.2019

SCOPE OF TENDER : CONVEYANCE OF COMPANY EMPLOYEES  
ON CONTRACT

CLOSING DATE AND TIME FOR  
SUBMISSION OF TENDER : 20.08.2019 at 2.00 PM

TENDER OPENING DATE AND TIME : 20.08.2019 at 3.00 PM

VALIDITY OF TENDER : THE OFFER SHOULD BE VALID FOR  
90 DAYS FROM THE DATE OF OPENING.

COST OF TENDER FORM : Rs.900/- (Inclusive of Tax)

EARNEST MONEY DEPOSIT (EMD) : Rs.4000/-

TENDER TO BE SUBMITTED TO : THE CHIEF MANAGER (O)  
THE TRAVANCORE CEMENTS LTD.,  
NATTAKOM, KOTTAYAM – 686 013.

FOR THE TRAVANCORE CEMENTS LTD,

CHIEF MANAGER (O)  
FOR MANAGING DIRECTOR

## GENERAL CONDITIONS

Sealed and superscribed tenders are invited from bus owners for operating to and fro bus trips for the conveyance of the employees on contract as per following terms and conditions.

1. The submission of a tender implies that the tenderer has read this notice and terms & conditions of the tender.
2. Tenders should be submitted in the prescribed price bid format attached with the tender form, which can be obtained from the Company on payment of the required price. Bid submitted without EMD will liable to be rejected. Tenders which are not in the prescribed format also will liable to be rejected. Company shall not be responsible for any delay.
3. **Eligibility Criteria:**  
Bidders should have at least one vehicle having seating capacity 35 or above in their own possession.
4. **How to submit Bid:**  
All communications against this tender should be addressed to the Chief Manager (O), Travancore Cements Ltd, Nattakom P.O, Kottayam, Kerala in a sealed cover with the tender number, date and Name of tenderer superscribing "***Tender for the conveyance of Company Employees on Contract***". The tenderer should submit tender in two part in two covers, **Part (1) Technical Bid and Part (2) Price Bid**. Those tenderers complying all the conditions mentioned in the "Technical Bid" only will be considered for opening the "Price bid".
  - (i) Duly signed tender document for acceptance of tender terms and conditions.
  - (ii) Demand Draft for tender form cost or Xerox copy of Cash receipt obtained from company.
  - (iii) Demand Draft for EMD or Xerox copy of Cash receipt obtained from company or proof for same amount available with company.
  - (iv) Xerox copies of details of Vehicle such as RC, Insurance and ID proof of the owner.
  - (v) Technical bid format attached along with tender.

### **Price Bid cover should contain.**

Price bid in the attached format. Quoted rate shall be inclusive of GST.

5. **NEGOTIATIONS:**
  - a) The bidders will be required to attend the negotiation on quoted rate. The date, time and venue of negotiation as fixed by the company will be final and binding on the bidders.
  - b) Bidders are advised to quote lowest rate as the negotiation on rate will be earned out only if required and that too with lowest quoted party(s) (L1) only.
6. **Opening of Bids:** After due date and time technical part will be opened in the presence of tenderers present. Tenders will be opened for evaluation as per the schedule by the bidding authority. Bids fails to follow the instructions mentioned in the tender will be rejected at the discretion of the company. If the envelopes are not sealed and properly numbered/named as indicated above, the company will not assume any responsibility for misplacement or pre mature opening of the bid and any other consequences thereon including rejection of the bid.
7. The rate quoted should be inclusive of all taxes, feel charges, bata etc. which are or may become payable by the contractor under existing or future laws or rules of the country during the course of execution of the contract.
8. Adjustment for EMD, with any previous amount remitted and presently available with company will be allowed. The earnest money of the unsuccessful tender(s) will be returned as soon as possible after placing order against the tender. The EMD of the successful tenderer will be adjusted towards the amount that will have to be deposited for the fulfillment of the contract. No interest will be paid for the EMD/Security Deposit. Cost of tender form once paid will not be refunded.

9. The final acceptance of the tenders rests entirely with the company which does not bind themselves to accept the highest tender and reserves to themselves the authority to accept or reject any or all of the tenders received without assigning any reason.
10. The tender should be valid for 90 days (Ninety days) from the date of opening. If any tenderer withdraws his tender before the due date, the earnest money deposited by the tenderer will be forfeited.
11. Company officials will visit and evaluate the facilities available with the bidder. Bidder also needs to produce relevant document of the vehicle(s) to Company on demand.
12. Company reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.
13. Initial appointment for the selected bidder will be on trial basis for 3 months only. After 3 months company will 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.
14. Company does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
15. Bidder has to arrange vehicle(s) by their own cost and risk.
16. **Time of operation of the vehicle required will be between 7.30 AM to 8.10 AM at morning and between 4.30 PM to 5.30 PM at evening. Time mentioned is only for reference and it may vary at actual. Vehicle need not be operate on Sundays and holidays approved by the company.**
17. **35 employees (approx) during morning and evening trip. During morning vehicle will start from Central Junction (Rajiv Gandhi complex), Kottayam and during evening it ends at Railway station, Kottayam. Company has right to make change in start and stop location(s) and to fix the time schedule at its discretion.**
18. Bidder has to arrange vehicle to operate to any locations/destinations as and when required by the company. Same may be paid extra on mutually agreed rates.
19. Company does not have any responsibility and liability on vehicle to and fro from the company.
20. The Company will not be responsible for any accident for men and machinery while transporting.
21. 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 contractor shall be solely responsible for this.
22. The Bidder should not transport persons other than company employees in the Vehicle. Vehicle should bear the board of **“On contract With TCL”** while transporting company employees.
23. Company will have the liberty to cancel 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.
24. Company has the liberty to suspend the contract with 30 days notice.

25. Company has right to regulate the operation of vehicle either in part or in full at its discretion.
26. 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/ agreement/ order.
27. Bidder may not make any change in the constitution, Name etc of their firm without obtaining written consent of the company.
28. The company reserves the right to cancel the contract if the bidder fails to comply with the contractual obligations or fails to perform contract to the satisfaction of the company. In the event of cancellation of contract as mentioned above, loss sustained to the company on this account will be levied from the bidder. Also the EMD will be forfeited.
29. There shall not be any employee-employer relationship. Hence claim for employment from personnel's of bidder's side will not be entertained.
30. Company may not offer fuel, fuel charges, maintenance charges, other charges (if any), spares, manpower for maintenance and service and/or any other facilities etc.
31. **Payment: Payments will be made weekly basis against bill submission. TDS/necessary taxes will be deducted from bill.**
32. 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.
33. 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.
34. COURT OF JURISDICTION: The legal jurisdiction of the contract shall be the competent court at Kottayam, Kerala only.

In the above clauses, Company means Travancore Cements Limited (TCL).

For The Travancore Cements Ltd,

Chief Manager(O)  
For Managing Director.

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Dated 06.08.2019

**TECHNICAL BID FORMAT**

NAME OF THE BIDDER :

ADDRESS & CONTACT DETAILS :

Mob. No. :

**DETAILS OF VEHICLE**

NAME OF THE REGISTERED OWNER :

ID PROOF No. :

REGISTERED SEATING CAPACITY :

INSURANCE PERIOD : \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_

TAX DETAILS : \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_

VALIDITY OF PERMIT : \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_

VEHICLE REGISTRATION NO. : \_\_\_\_\_

NO OF VEHICLES OWNED :

We agree to the tender terms and conditions.

Signature of tenderer :

Name and address of Tenderer :

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**PRICE BID FORMAT**

The Tender form cost and EMD can paid either directly to company by cash or by DD favoring Travancore Cements Ltd. payable at Kottayam. Bidders those who remitted EMD against past tenders and same amount presently available with TCL need not submit fresh EMD again. However they have to produce documentary proof along with tender.

Description:

Morning Trip (KTM to TCL) (Rs./day)	Evening Trip (TCL to KTM) (Rs./day)	Total (Rs./day) (Inclusive of all Taxes & Cess)

We agree to the tender terms and conditions.

Signature of tenderer :

Name and address of Tenderer :