

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

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**“FABRICATION AND ERECTION OF STEEL STRUCTURES INCLUDING CIVIL WORKS
FOR INSTALLATION OF WHITE CEMENT PACKER”**

TENDER No: TCL /MM/2020-21/9
Dated 17.2.2021

SECTION 1

Tender No. & Date	TCL/MM/2020-21/9 DATED 17.2.2021
Scope of Tender	FABRICATION AND ERECTION OF STEEL STRUCTURES INCLUDING CIVIL WORKS FOR INSTALLATION OF WHITE CEMENT PACKER”
Last date for submission of tender	10.3.2021@3PM
Date and time of opening the Tender (Part A)	11.3.2021@10AM
Earnest Money Deposit	Rs 5000/-
EMD Payment Mode	DD/RTGS/NEFT
Validity of Tender	The offer should be valid for 90 days from the last date of bid submission.
Contact Person	Tender-Mr.Pratheesh, Dy.Manager, Mob: +91-9400492975 Technical-Mr.Kannan, Dy.Manager, Mob: +91-9895358550
Plant address	The Travancore Cements Ltd, Nattakom PO, Kottayam, Kerala - 686013
Website	www.travcement.com

SECTION 2: INTRODUCTION

The Travancore Cements Ltd (TCL) having its registered office at Kottayam planning to erect new packing machine for packing 50KG and 25KG white cement in its packing plant at Nattakom, Kottayam. Also the automatic 5KG white cement packing machine already installed at packing plant need to be moved from its existing location to nearby location at packing plant. In connection to this, we invite competitive bids from experienced contractors for fabrication and erection of steel structures including civil works required.

SECTION 3: SCOPE OF WORK

Contractors Scope: Fabrication and erection of steel structures as per design and drawings for white cement packer and shifting of 5KG white cement packing machine. Contractor can advise TCL regarding the best techniques to be adopted for the successful implementation of the work. Civil works required for the erection of white cement packer and relocation of 5KG white cement packing machine. Arranging all tools and tackles such as grinding machine, welding machine, drilling machine, scaffoldings and other precision equipments for measurements etc. Painting of the structures and associated parts to be erected. Loading/unloading/movement of materials and machineries from TCL site. Contractor shall advise TCL regarding the requirements of materials for the work as per drawing.

Specific requirement of the work

- 1) Erecting a separate cement hopper for new two spout packer to be fixed in the packing house. Hopper should be as per the size defined.
- 2) The new packing machine (East end) shall be placed next to the present packer. Packer will be provided by the supplier for which foundation details will be provided as per drawing from the supplier. Mounting of packer is in the scope of the party. Technical details what so ever is required will be provided by the supplier.
- 3) The new hopper should be joined with the existing hopper as per design provided in a way as to maintain smooth flow of cement from existing cement hopper to the proposed new hopper.
- 4) Present 5 kg packing is to be moved from its location and need to be fixed in Packing Godown.

- 5) 5 Kg packer is to be lifted by 1 meter height from the floor on channels provided from the company and a platform of 1meter width is to be built around the machine at the said height.
- 6) Another hopper of approximately 2 MT capacity is to be fabricated above the 5 kg machine with rotary valve at the outlet leading the material in the hopper to the 5kg packing machine inlet.
- 7) The said hopper should be fixed at a height of approximately 6.5 meters from the floor supported by I section columns and beams rising from the floor.
- 8) An air slide with pneumatic gate valves should be fixed between the two new hoppers maintaining a slope of 8 degrees between them.
- 9) Necessary flanges for fixing sensors etc. should be done as per the requirement.
- 10)Painting with primer coating is to be done for all the fabricated materials.
- 11)Drill for holing work and other small machining requirements can be done utilizing the workshop at TCL. Prior permission with skilled labour should be used for the same. The final decision on the use of workshop rests with TCL, depending on the condition of work there.
- 12)A general arrangement of the proposed work is given herewith. All areas in 'majenta' colour are to be fabricated.
- 13)Detail drawing will be provided when the work proceeds.
- 14)Foundation Concreting, Concrete cutting etc to fix packer, bin are in the scope of bidder.

TCL Scope: All the materials such as MS, welding electrode, grinding wheel, paint, brush etc required for the work shall be provided by TCL. Power shall be provided by TCL at free of cost. Necessary drawing and design shall be supplied by TCL. Packer will be supplied by FL Smidth Pvt Ltd, Haryana.

SECTION 4: ELIGIBILITY TO PARTICIPATE IN TENDER

Bidders fulfilling the following minimum criteria shall only be eligible to participate in the bid. Though criteria mentioned below are the basic criteria for consideration of a bid fulfillment, all the bidders are requested to submit supporting documents substantiating their claim for eligibility/qualification to participate in the technical and financial bidding. **Firms/Organizations/Companies meeting the following minimum 'Eligibility Criteria' can submit the proposals:**

- A. **Work Experience:** Fabrication and erection of steel structures (such as air slides, hopper, bin etc) in chemical industries during last 10 years.
- B. Any bidders banned or blacklisted in any grounds including technically or financially by Govt of Kerala or Govt of India or any Govt /Govt undertakings are not eligible to participate in the tender and may be disqualified at any stage in the future if found blacklisted.
- C. Bidder shall have an office at Kerala.

SECTION 5:

INSTRUCTIONS TO BIDDERS

- a) Tender document can be downloaded from web site www.travcement.com, free of cost and shall be submitted to our registered office at Nattakom, Kottayam.
- b) TCL will be adopting a two stage selection process in evaluating the proposals comprising of technical and financial bids to be submitted in separate.
- c) In the first stage, a technical evaluation will be carried out and those qualified only will be considered for financial evaluation. The L1 party in financial bid shall be selected for award of work.
- d) Any offer made in response to this e-tender when accepted by TCL by means of award of contract (AOC) in the portal will constitute a contract between the parties.
- e) The tenderer shall remit an amount of **Rs 5,000/-** towards interest free Earnest Money Deposit (EMD) by the mode cited below.
- f) **How to deposit EMD:** Bidder desires of taking part in a bid shall submit EMD by the way of DD in favour of The Travancore Cements Ltd Payable at Kottayam.

RTGS/NEFT/online payments also can be made for which our bank details follows.

State Bank of India, Thirunakkara Branch, Kottayam, Kerala. A/c No: 30691247890,
IFSC: SBIN0008633, Swift Code: SBININBB396, MICR:686002008

- g) No interest shall be payable by the TCL on the Earnest Money Deposit amount. Earnest Money Deposit shall also be returned in case tender is canceled. EMD will refund only after successful completion of contract.
- h) The bidder is responsible to notice Addendum/Amendments/Corrigendum if any, issued by TCL through the website before submission of the tender document. Any shortfall in submission of the said Corrigendum/Addendum/Amendments and the queries on the tender document etc, along with the downloaded documents while submitting the tender documents will not be considered.
- i) The bids will not be entertained from bidders who have on-going litigation against The Travancore Cements Ltd. If such Bidders submit the bids, the same will not be considered.
- j) No applicant shall submit more than one application for the execution of the work.
- k) The bidders may indicate the items which may not have been mentioned specifically in the tender specification, but the bidder feels that they are necessary for the total completion of the project.
- l) The costs associated with the preparation and submission of tender shall be borne by the bidders and TCL will in no case be responsible or liable for such costs.
- m) The tender procedures, requirements and contract terms are incorporated in the tender document. The bidders shall furnish all the relevant information required in as per tender document and any tender which is not responsive to the tender document in every aspect will result in rejection of tender.
- n) TCL will not be held responsible for any sort of delay or the difficulties faced by the bidders during the submission of bids/online payments.

- **Technical Proposal (Cover I)**

The bidders shall furnish all the relevant details mentioned in the tender documents, without indicating the price/cost directly or indirectly. The bidders shall submit the details in the prescribed formats enclosed with this tender. The bidders may use additional sheets if required for the forms prescribed. However, the following are

only indicative and bidders are advised to submit all other documents relevant to the tender clauses.

1. Earnest Money Deposit.
2. Profile of the firm with details about technical expertise and office details.
3. Details of previous experiences of the firm and list of orders executed by them. Such list/completion certificate along with the contact addresses shall be submitted along with the tender.
4. Documents to prove the PAN No /GST Registration No./Office in Kerala.
5. Proper authorization to sign and submit bid.
6. Annexures provided along with tender:
 - **Price Proposal (Cover 2)**

Bidder shall quote Lumpsum rate (in INR) for the work mentioned in their letter head. The price quoted shall be include taxes applicable, incidentals, site visits, overheads, traveling expenses, boarding, lodging, sundries, etc, and all other expenditure for the smooth execution of the work. The Bidders shall take into account all costs without limitations and include transport, overtime, labour, profit, taxes, liabilities and obligations, insurance for men and equipment, third party liability insurance etc. In the event of discontinuance of the contract during currency of the assignment, no payment due shall be paid and TCL's decision in this regard shall be final.

SECTION 6

SPECIAL CONDITIONS OF CONTRACT

- a) **All the materials required for the work will be supplied by TCL. Tools and tackles required for the work shall be arranged by the contractor.**
- b) Contractor shall offer a minimum warranty period of 12 months from the date of commissioning for the entire portion of works undertaken by them.
- c) All the design drawings, layouts with respect to the work to be undertaken shall be arranged by TCL.
- d) **Standard of performance:** The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques, standards and practices, and employ appropriate technically qualified personnel.
- e) The contractor shall give in writing for the requirement of any data/resources/assistance from the TCL for the implementation of the work.
- f) **Commencement and Completion of Assignment:** The successful Bidder shall commence the work immediately from the date of issue of award letter by the TCL and carry out the same expeditiously at whatever point or points and in such portion as the TCL may direct.
- g) **Contract commencement date:** The actual date of commencement shall be immediately on receipt of notification of award given by the TCL. The contractor shall promptly inform the TCL regarding the date of commencement of services on receipt of LOA/Work Order.
- h) **Time of completion:** Site preparation shall be initiated as per the direction in letter of award and the contractor has to work in coordination with the packer supplier and TCL to fulfill the packer installation to the satisfaction of TCL. **Entire work has to be completed within 6 months from the date of award.**
- i) **Care and diligence:** The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the TCL for the proper, efficient and effective execution of their duties.
- j) **Assignment and Subcontracting:** If any sub-contracting becomes inevitable that

should be done only on the written approval of the TCL. The contractor will be fully responsible for the sub-contracted part of the job.

- k) **Confidentiality:** The Contractor shall treat all the documents and information received from TCL or any other connected firms and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Contractor shall not divulge any such information unless TCL authorizes this in advance in writing. The Contractor further shall return all the documents received from TCL from time to time after completion of the work related to those documents.
- l) **Modification:** Modification of the terms and conditions of this contract, including any modification of the scope of services, may only be made by written between parties. Each party shall give due consideration to any proposals for modification made by the other Party.
- m) **Termination of contract for failure to become effective:** Once the contract is signed, the contractor cannot move back from the contract execution. In the event of withdrawal from contract execution or the contract becomes ineffective the TCL will have the full right to recover the loss from the contractor.
- n) **Expiration of contract:** Unless terminated earlier, this contract shall expire when services have been completed and confirmed by the TCL by issuing a completion certificate at the end of contract or such other time period mutually accepted.
- o) **Extension of time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- p) **Suspension:** TCL may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding ten (10) days after receipt by the Contractor of such notice of suspension.
- q) **Termination:** TCL may terminate this contract by written notice of termination giving not less than 10 days to the Contractor for the occurrence of any of the events

specified here under:

- i. If the Contractor fail to remedy a failure in the performance of their obligations.
- ii. If the work is in non satisfaction to TCL.
- iii. If the TCL, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- iv. If the Contractor, in the judgment of the TCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In case, the contract is terminated, the payments and deposits if any, will be forfeited.

- r) TCL shall not be liable and responsible for any loss to men and machinery while doing the work.
- s) **Insurance against Accident to Workmen:** The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the contract.
- t) Contractor's employees working in the operation area shall wear safety shoes, safety goggles and hard hats/helmets.
- u) Prior to or upon completion of contractor's work, the Contractor shall dismantle his temporary buildings, clean-up in and around the construction area, dispose of all rubbish of any kind, resulting from the work, and leave the area in a reasonable uniform and level condition to the complete satisfaction of the TCL.
- v) All steel and cast surfaces of machinery, equipment and its supporting steel structures shall have a surface preparation, painting and colour coding according to painting specifications. In general, the standard equipment shall be delivered to site already painted, except in the case of equipment requiring welding together on site. Any equipment delivered to site as not painted, or any damage caused to the paint during transportation and/or erection shall be painted and / or touched up by the contractor.
- w) All drawings, brochures, etc., submitted in conjunction with engineering related to the Project, shall be dimensioned and expressed in the metric system.
- x) Damages to any property during execution have to be rectified as directed by Engineer-in-charge at the cost of the contractor and with the satisfaction of TCL.

y) **Documents Prepared by the Contractor to be the Property of the "TCL"**

All design data, drawings, reports, other documents and software prepared, if any, by the Contractor for the "TCL" under this Contract shall become and remain the property of the "TCL", and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "TCL", together with a detailed inventory thereof. The Contractor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the TCL and the TCL reserves right to grant or deny any such request.

z) **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 endeavour to make an earnest efforts to settle the matter. In case the matter is not settled, the contractor 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.

aa) **Indemnity Clause:** The contractor shall indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out the services. The Contractor shall be responsible for the men and materials deployed under this contract and TCL is not responsible for the damage/accident/injury to any of the Contractor's men, machinery and material.

bb) **Force Majeure:** 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.

cc) **Court of Jurisdiction:** The jurisdiction of all suits / proceedings arising out of this contract shall be the courts at Kottayam and/or High court in Kerala (Ernakulam).

SECTION 7

GENERAL TERMS AND CONDITIONS

- a) The work is required to be carried out as directed by TCL and all requirements in connection with such working areas are to be strictly complied with.
- b) **Correspondence:** All the correspondence in connection with this Tender shall be addressed to **The Chief Manager (O)IC, The Travancore Cements Ltd, Nattakom PO, Kottayam, Kerala, 686013**
- c) **Language:** The tender and all the correspondences and supporting documents shall be in English language only.
- d) **Validity of the Tender:** The bidders shall hold the offer **valid for a period of 120 days** from the date of opening of the techno-commercial bid of the tender. However, on mutual concern the validity of the tender can be extended.
- e) **Opening of Tenders:** Technical bid (Cover 1) shall be opened online on the date and time mentioned in the Notice Inviting Tender. The Price bid (Cover II) will be opened at a later date after the technical proposals are evaluated. The date and time of opening the price bids will be informed in advance to the bidders whose technical proposals have been found acceptable/responsive.
- f) **Evaluation and Comparison of Tenders:** Price bids of only those bidders who become eligible after the evaluation of Technical Bids shall be opened later.
- g) **Cost Evaluation:** The lowest total amount quoted by the qualified bidder will be considered for finalizing the contract under normal circumstances.
- h) **Award of Contract:** TCL will ascertain itself that the bidders can execute the contract satisfactorily as per the requirements set by The Travancore Cements Ltd. The contract will be awarded to the successful bidders whose tender is determined to be lowest and determined to be qualified to satisfactorily perform the contract. However, TCL does not bind himself to accept the lowest or any other tender and has the right to reject any tender without assigning any reasons. No representation whatsoever will be entertained on this account.
- i) TCL at its sole discretion shall reject any tender which in its opinion is non-responsive or the offer is found to be technically not genuine.
- j) TCL reserves the right to reject any or all the bids without assigning any reasons

thereof.

- k) TCL reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time without any liability for such action. TCL may cancel or withdraw this tender at its discretion. TCL at its discretion reserves the right to postpone the date of opening of the tenders or change the venue of the opening of the tenders.
- l) On any clarifications sought from the bidders on any related matters, the reply shall be in writing.
- m) Failure of the successful bidder to comply with the requirements as per the tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- n) Any corrections in the offer documents shall be supported by the bidders' signature there against.
- o) Any increase or decrease or introduction of any other taxes during the currency of the contract will be on TCL account.
- p) If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by TCL, TCL shall have right to terminate the contract after giving notice in writing to the contractor.
- q) Special conditions, if any, of the bidder attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by TCL.

SECTION 8

GENERAL DEFINITIONS AND INTERPRETATIONS

Unless the context otherwise require the following terms wherever used in this contract shall have the following meaning:

- a) "TCL" means The Travancore Cements Ltd incorporated under company acts 1956 acting through Managing Director or any other officers so nominated.
- b) "Contractor" means the firm or company who is executing the subject work for TCL.
- c) "Contract" means the execution of the work as per the requirement of this tender and subsequent work order and amendments. "Services/Assignment" means services to be provided by the contractor as detailed in this tender document under terms of reference and the scope brought out in this document.
- d) "Letter of Acceptance (LOA)" means TCL will issue a letter to successful bidder stating their offer is accepted.
- e) "Party" means either the TCL or Contractor, and parties mean both of them.
- f) "Personnel" means persons hired by the Contractor or by any sub-contractor as employees and assigned to the performance of the services or any part thereof.
- g) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect there after in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this contract.
- h) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- i) "Fraudulent practice" means any misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the TCL, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the TCL of the benefits of free and open competition.
- j) Supplier means packer supplier to TCL.

SECTION 9

PAYMENTS TO THE CONTRACTOR

In consideration of the services performed by the Contractor under this contract, the TCL shall make payments to the Contractor as under. All payments by the TCL under this contract will be made only in Indian Rupees.

1. 50% of the payment shall be released when completing the erection of new packer.
2. 50% of the payment shall be released when completing the relocation of existing 5KG white cement packing machine.
3. TDS/TCS/ESI are applicable as per laws.

SECTION 10

I. LIQUIDATED DAMAGES FOR NON PERFORMANCE AND DELAY IN WORK EXECUTION

If the Bidder fails to attain all or any of the stipulated performance guarantee values within a trial period of three months from the date of commissioning, the TCL may at the request of the Bidder extend the aforesaid period further, at the TCL's sole discretion. If the Bidder has not fulfilled the stipulated performance guarantees within the above trial period, he shall pay the liquidated damages to the TCL a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof upon which the TCL shall issue the final acceptance certificate.

Time is the essence of the contract. It shall be the responsibility of the contractor to complete the work within the stipulated period of completion. In case the contractor fails to complete the work either in part or full successfully within the period of completion specified for the job, they shall be liable to pay to TCL, liquidated damages, a sum at the rate of 0.5 % (half percent) of the total contract value (as awarded) for every day or part thereof. Liquidated damages to be paid for delay in work execution under this contract shall not exceed 10% of the total contract value, as awarded. After the delay of 90 days the contract may be terminated and deposits and any money available with TCL shall also be forfeited.

ANNEXURE - A

Tender No: TCL/MM/2020-21/9 dated 17.2.2021

1. Whether the bidder be a Company /firm /partnership /proprietorship:
2. Address of bidder's office in Kerala:
3. Bidders Bank address and details:
4. Years of experience in industrial works of similar nature:
5. No of similar works completed in last 8 years:
6. Turnover during the last three years :

Year	Amount	Currency
2017-18		
2018-19		
2019-20		

7. Other information's if any:

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: Attach separate sheets if needed.

ANNEXURE - B

DETAILS OF PAST EXPERIENCE OF THE BIDDER FOR SIMILAR WORKS

Tender No: TCL/MM/2020-21/9 dated 17.2.2021

Sl No	Description	
1	Name of the work completed	
2	Location	
3	Previous Employers address with communication No	
4	Commencement date	
5	Scheduled date of completion	
6	Actual date of completion	
7	Project value	
8	Remarks if any	

Firm's Name & Signature of authorized signatory (Seal)

Instructions:

- Separate sheet should be filled for each of the eligible assignments.
- For all the Eligible Assignment, the Bidder shall provide required supporting documents like work order/completion certificate as proof.

ANNEXURE-C:

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

Tender No: TCL/MM/2020-21/9 dated 17.2.2021

To

Managing Director
The Travancore Cements Ltd
Nattakom PO, Kottayam

Sir,

Sub: Fabrication and Erection of steel structures including civil works for installation of white cement packer.

In accordance with the terms and conditions of tender, I / We have gone through all the terms & conditions of the tender and hereby agree to accept and undertake to abide the same.

Date:

Signature of bidder:

Place:

Name of bidder:

Designation of bidder:

Address with PIN:

Seal