

**TRAVANCORE TITANIUM PRODUCTS LTD.
KOCHUVELIP.O, THIRUVANANTHAPURAM-695 021
(A Government of Kerala Undertaking)**

e-Government Procurement (e-GP) E- TENDER NOTICE

Online tenders are invited by Travancore Titanium Products Ltd., Kochuveli P.O, Thiruvananthapuram- 695 021 from competent Contractors for executing the following work.

TENDER NO: TTPL/PROJ/Agitators- NP/RT/21-22

Dated: 12.10.2021

1.	Name of Work	Design, manufacture, inspection, supply, transportation, handling, storage at site, erection, testing and commissioning of Gate type Agitators (5 Nos.) etc. complete as required for Neutralization Plant at Travancore Titanium Products Ltd., Trivandrum
2.	Estimate Amount (PAC)	Rs. 26,11,799/- (excluding GST)
3.	Earnest Money Deposit (EMD)	Rs. 39,177 /-
4.	Tender Submission Fee	Rs. 2,950/- (inclusive of GST)
5.	Period of completion	3 Months from the issue of purchase order or work order.
6.	Tender documents	Can be downloaded from the website www.etenders.kerala.gov.in
7.	Pre-bid meeting	26.10.2021 at 12.00 hrs.
8.	Last date and time of Receipt of Tender/Bids	08.11.2021 upto 12.00 hrs.
9.	Date and Time of Opening of Tender	10.11.2021 at 14.00 hrs.
10.	Form of Contract	Item rate

GENERAL TERMS AND CONDITIONS OF E-PROCUREMENT

This tender is an e-Tender and is being published online for the above work. This tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

A) Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B) Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** A Pre Bid meeting shall be conducted at Travancore Titanium Products Ltd. Office, Thiruvananthapuram on **26.10.2021 at 12.00 hrs.**
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C) DOCUMENTS COMPRISING BID:

(i). The First Stage (Cover 1- Prequalification cum Technical Bid Document):

Pre-Qualification cum Technical bid proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- i. Technical bid document digitally signed and upload.
- ii. Eligibility criteria documents as per NIT.
- iii. The format for information about the tenderer attached in special conditions of contract and tender form in NIT shall be duly filled by the tenderer and should upload the same as PDF format with technical bid.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (Cover 2- Financial Bid):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs. 2,950/- (Including of GST at 18%) and Earnest Money Deposit or Bid Security of Rs. 39,177/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. For those who have submitted NSIC/MSME certificate, the category of works from which the bidder could be exempted from paying EMD and tender fee shall be mentioned in the certificate issued by the authority (NSIC /MSME) Category shall be related to similar works. Otherwise the bidder shall remit the Tender fees and EMD without fail.

Online Payment modesThe tender document fees and EMD can be paid through e-Payment facility provided by the e-Procurement system

E) SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process

For any technical clarification on the bid, please contact Mr. Santhosh K.K (9072340024)/ Mr. Kabeer. S (8589067080).

There is an e-tender cell functioning at Kerala State IT Mission at Thiruvananthapuram with contact numbers 0471- 2577088 / 257718. Bidders can go there in working hours (10.30 hrs to 17.30 hrs) for "hands on training" or call over phone for clearing doubts. For Hindi/English, call toll free no-18002337315.

You are also requested to get acquainted with the nature and quantum of the work before quoting. Details regarding this can be had from our Project Department from 9 am to 4am on all working days Monday to Friday and on all working Saturdays from 9 am to 12.30pm before the last date.

Thanking you,

Yours faithfully,
FOR TRAVANCORE TITANIUM PRODUCTS LIMITED



General Manager (Tech) i/c

1.0 NOTICE INVITING TENDER

1.01 Online tenders are invited by Travancore Titanium Products Ltd., Kochuveli P.O, Thiruvananthapuram-695021 from eligible contractors/ firms for Design, manufacture, inspection, supply, transportation, handling, storage at site, erection, testing and commissioning of Gate type Agitators etc. for Neutralization Plant at Travancore Titanium Products Ltd., Trivandrum

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended.

Eligibility Criteria

1. The bidder shall have experience in design, manufacturing and commissioning of mixer agitator during the last 7 years. For proof of requisite experience, the bidder shall submit satisfactory completion certificate for the work done and purchase order/ work order for the respective completion certificate, TDS in the designated cover.
2. The annual turnover of the bidder should not be less than 100% of PAC value during the last three preceding years. (Audited balance sheet, profit and loss account of the last 3 financial years shall be submitted in the designated cover)
3. The bidder should have PAN, GST, ESI, PF registration. The firm shall be registered with registrar of companies / Partnership firm / Proprietorship in India.
4. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing.
5. Those companies / firms not having the ESI or EPF shall provide affidavit stating the facts as per ESI and EPF rules in the company letterhead.
6. Joint venture / Consortium shall not be permitted.

(The proof of the above shall be submitted as PDF format in designated covers)

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended. The applicant may be a firm registered in India and engaged in major industry with experience in the field of supply, installation, testing and commissioning of agitators as similar item for a minimum period of 7 years ending **31.03.2021**.

1.02 The general information of the project is given in Annexure to this NIT. The information is only indicative. The tenderers are required to visit the site and familiarize themselves with the site conditions, nature of strata, availability of construction materials, etc., before quoting. The drawings, general & special conditions of contract, schedule of quantities and the technical specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by Travancore Titanium Products Ltd. on the ground that the tenderer have misjudged site conditions, nature of strata, tender conditions or any item of tender. Tender documents and tender schedule may be downloaded free of cost from the website www.etenders.kerala.gov.in. A bid submission fee of Rs. 2,950 (Including of GST at 18%) shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/Online banking through SBI.

The bid should be submitted online in two cover system at website 'http://etenders.kerala.gov.in' in the relevant covers only, by the due date and time, as specified in the 'Critical Dates' view of the 'Work Item details' of the tender. The Server Date & Time as appearing on the website 'http://etenders.kerala.gov.in' shall only be considered for the critical date and time of tenders. Offers sent through post, fax, telex, e-mail, courier will not be considered.

The bidders are requested to go through the instruction to the bidders in the website www.etenders.kerala.gov.in'. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

BOQ other than downloaded against the Tender will not be considered

Travancore Titanium Products Ltd. shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

For more assistance e-tendering system you can contact Kerala State IT Mission e-Procurement Help desk, Basement floor of Pension Treasury Building Uppalam Road, Statue, Thiruvananthapuram. Phone 0471-2577088, 2577188. (On all working days from 10:30 am to 5:30pm)

- 1.03 All bid/tender documents are to be submitted online only and in the designated Cover/ envelope(s) on the above website. All the required documents shall be submitted in their respective designated online covers with digital signature. The prequalification document in the prescribed format shall be downloaded, filled in with relevant details and uploaded to the website in digitally signed PDF format.
- 1.04 The bidders are requested to submit all the required documents for pre-qualification and the price bid in the appropriate covers provided.
- 1.05 The offer shall be valid for 90 days from the price bid opening date. The firm period of a tender is the period from, the date of opening of the tender to the date up to which the offer given in the tender is binding on the bidder.
- 1.06 After the public opening of the tenders, the information relating to the examination, Clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract all shall be online.
- 1.07 Subject to Travancore Titanium Product's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.

Before commencing the work and within 15 days the letter of award of work of the tender has been intimated to him, the tenderer shall make a security deposit as given in clause 1.11 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper of value not less than Rs.200/- in the prescribed format.

If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to Travancore Titanium Products Ltd. and fresh tenders called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to Travancore Titanium Products Ltd. results, the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.

Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.

- 1.08 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the specified column of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever. In case of item rate tender, only the rate quoted shall be considered. In event no rate has been quoted for any item(s) leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. The bidder should quote each and every items. The rate thus quoted will deemed to include the cost of all materials, labour, hire charges for all machinery's, cost of fuel, power, all leads and lifts, taxes, levies, royalties all over heads contingencies, profits, etc. and the quoted price is all inclusive. The total contract price shall also be worked out and entered in
- 1.09 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

1.10 EMD

- 1.10.1 The EMD of **Rs. 39,177 /-** shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala www.etenders.kerala.gov.in. Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest Money is asked to be deposited. Such EMD exemption certificate/document needs to be scanned and submitted online along with the bid, failing which, the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
- 1.10.2 Bidders shall remit the tender fees and EMD by using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" of e-Procurement website (www.etenders.kerala.gov.in) for detailed instructions on making online payment using internet banking facility of SBI .KSITM/NIC/SBI shall not be responsible for any kind of delay in payment status confirmation

- 1.10.3 EMD deposited with Travancore Titanium Products Ltd. will be forfeited,
- i) if a bidder withdraws his bid during the period of validity specified.
 - ii) if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.
- 1.10.4 EMD will be refunded to the Contractor after remittance of the security deposit and execution of the agreement.

1.11 Performance Security Deposit

- 1.11.1 Within 15 days of award of contract, the successful tenderer shall deposit a sum equivalent to 3% of total contract value towards Security Deposit. This shall be paid in the form of Demand Draft in favour of Travancore Titanium Products Limited payable at Thiruvananthapuram from a nationalized Bank. The Security Deposit shall be returned after satisfactory completion and acceptance of all works included in this tender unless the same is forfeited by the company for any breach or towards any amount due to the company.
- 1.11.2 On completion of Defects Liability Period, the Engineer-in-Charge shall recommend on demand from the Contractor to refund to him the security deposit and the same will be refunded by the Travancore Titanium Products Ltd. provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 1.11.3 All the deposits of EMD AND SECURITY DEPOSIT will not bear any interest whatsoever.
- 1.12 Income tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.
- 1.13 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.
- 1.14 The Contractor is the employer of all the worker's engaged for this work and should therefore take all required registrations, PF, ESI, insurance cover, etc. and pay amount due to labour welfare funds constituted by the Union Government and Government of Kerala from time to time, if applicable.
- 1.15 All statutory deductions at the rates applicable shall be made from the amount eligible to the Contractor in each part bill at current rates. Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill or from any amount due to the Contractor.
- 1.16 The contractor shall produce all necessary documents from the Goods and Service tax department.

1.17 Period of Validity

The tender shall remain valid for acceptance for a period of 90 days from the date of price bid opening date. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Client has the liberty to forfeit the said Earnest Money Deposit.

1.18 Quantum of Work

- 1.18.1 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Client / Consultants do not accept any responsibility for the correctness or completeness of this schedule in respect of items

and quantities and this schedule is liable for alteration by deletions, deductions or additions at the discretion of the Consultants/Client without affecting the terms of the contract (Say maximum variations).

1.18.2 The Client/Consultants reserves the right to increase or decrease the quantum of work at site without assigning any reason. The Contractor shall carryout the works at the rates accepted.

1.18.3 Variations in the quantities put to tender will not be the basis for any claim or disputes. The rates agreed by the Contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The Contractor shall carry out all works as directed by the Client / Consultants at the same agreed rates.

1.19 All Inclusive Rates

The quoted rate of Contractor must be firm and shall be inclusive of cost of transportation of material to the site and all applicable taxes of State Government as well as Central Government except GST.

The rates quoted by the Contractor shall be firm throughout the Contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Goods and Service Tax, or any Additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened.

1.20 Interpreting Specifications

1.20.1 In interpreting the specifications, the following order of decreasing importance shall be followed:

- a. Specification mentioned in Schedule of Quantities,
- b. Special Conditions of Contract,
- c. Technical Specifications,
- d. Drawings.

1.20.2 Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the Consultants shall be final.

1.21 No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the Contractors, Contract form, Conditions of the contract, Drawings and Specifications, and if any such alterations are made or any conditions attached, the tender is liable to be rejected. Such alterations shall not be taken as a right of the contractor, if such alterations are gone unnoticed during the evaluation or scrutiny.

1.22 .01 The acceptance of a tender rests with the Authorized Representative of the Client who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

.02 The authorized representative of the Client reserves the right of accepting the whole or part of the tender received and the tenderer shall be bound to perform the same at the rates quoted.

1.23 The work shall be carried out under the direction and supervision of the Consultants/Client or their representative at site. On acceptance of the tender, the Contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

1.24 The Consultant/Client's decision with regard to the quality of the material and workmanship will be final and binding, any material or work, rejected on account of quality/workmanship shall be immediately removed by the Contractor and replaced by materials as per specifications and standards.

1.25 Defects Liability Period

Any defect developed within 'Defect Liability Period' of 12 months from the date of virtual completion as certified by the Consultants. Any defect noticed have to be rectified by the Contractor at his own cost within the time allowed by the Client/Consultant and in case the defects are not rectified by the Contractor, the Consultants / Client shall get the work done at the risk and cost of the Contractor. The Client shall recover all expenses incurred in this regard from any amount due to the Contractor.

1.26 Delays in Commencement

The Contractor shall not be entitled to any compensation and/or damages for any loss suffered by him on account of delays in commencing, whatever the cause for such delays may be. Similarly the Contractor shall not be entitled to claim any amount from Client for delays in completion of work (operating maximum limit).

1.27 Liquidated Damages Penalty Clause

In case of any delay in the execution of the Order beyond the stipulated date of work schedule including any extension permitted in writing, the TTPL reserves right to recover from the contractor a sum equivalent to 1% of the total value of the delay for each week of delay and part thereof subject to a maximum of 10% of the total value of the Order. Alternatively, the Company reserves the right to execute the work from elsewhere at the sole risk and cost of the contractor and recover all such extra cost incurred by the company in execution of work by the above procedure.

1.28 Occupation in Part

If the Client wants to occupy areas in part, the Contractor shall complete the work of these areas in consultation with the Client and hand over the same to the Client without affecting any of the clause of contract agreement.

1.29 The Contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

1.30 The Contractor must co-operate and co-ordinate with other Contractors involved in other works at the site. The Contractor should also note that they shall have to clear the site before the commencement of the work and that no extra payment is permissible on this account.

1.31 Period of Completion

Time is the essence of this contract. The completion period shall be three months. Commencement of the work shall be considered as immediately from the date of issue of Work Order. The Contractor shall draw a detailed schedule of programme in the form of a Bar Chart on whole work, within one week of award of work and submit to the Consultants for their approval.

1.32 Measurement and Billing

- .01 Wherever mode of measurement is specified, the measurement will be taken at site as per the latest BIS code of practice for measurement.
- .02 The Contractor or his representative shall accompany the Consultants / Client or their representative in taking measurements and shall agree to the measurements taken on spot. Tapes shall be of steel and shall be supplied by the Contractor. The Contractor shall submit his bill based on the agreed and recorded measurements. On receipt of such bills the consultant will verify the measurements. If the Contractor fails to accompany the Consultants / Client for measurements, then he shall be bound by the measurements taken by the Consultants / Client.
- .03 Period of final measurement shall be three months from the date of completion of the works.

1.33 Water and Power

The Purchaser will provide water and Electric power to the Contractor.

1.34 Insurance, PF, etc.

The successful Contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the Client and the Contractor, and the original policy shall be deposited with the Client. He also shall have all other statutory registrations as applicable for the labour employed, such as PF, ESI etc., as applicable.

1.35 This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

1.36 The format for information about the tenderer attached in special conditions of contract and tender form in NIT shall be duly filled by the tenderer and should upload the same as Pdf format.

1.37 Any variations in the tender shall be indicated in separate sheet.



General Manager (Tech) i/c,
Travancore Titanium Products Ltd.
Kochuveli.P.O, Thiruvananthapuram – 695 021.

DECLARATION

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

SIGNATURE OF THE TENDERER

Date :

SUMMARY OF NOTICE INVITING TENDER

1. Defects liability period : Twelve months from the date of Completion
2. Period of final measurements and Valuation : Three months from the date of Completion
3. Date of commencement of work : Immediately from the date of issue of Work Order
4. Period of completion of work : As per NIT
5. Earnest money deposit : Rs.39,177/-
6. Security deposit : As per NIT
7. Retention money : As per NIT
8. Firm period of tender : As per NIT
9. Escalation : No Escalation
10. Liquidated damages : As per General Conditions of Contract



General Manager (Tech) i/c,
Travancore Titanium Products Ltd.
Kochuveli.P.O, Thiruvananthapuram – 695 021.