

TRAVANCORE TITANIUM PRODUCTS LIMITED
(A Govt of Kerala Undertaking)
THIRUVANANTHAPURAM-21.

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TENDER FOR TRANSPORTATION OF CAUSTIC SODA

Tender No.: CD/RM/Caustic Soda/Trpt./2021-22 dated 24/09/2021

TECHNICAL AND COMMERCIAL BID(PART A)

Tenders are invited in two bid system from contractors/firms having required experience in bulk transportation of industrial materials (chemical products), or the transportation of Caustic Soda Flakes from M/s TCC Ltd, Kochi to M/s TTPL site for a period of one year.

1. SCOPE OF WORK

Loading and Transportation of Caustic Soda Flakes from M/s TCC Ltd Kochi to TTPL in Lorry/Truck.

2. MATERIAL: Caustic Soda Flakes

3. TENDER QUANTITY: 30 MT per Month.

The above tender quantity is approximate for one month based on present requirement. The quantity may vary according to the requirement .TTPL shall not guarantee any minimum quantity / value during the duration of the original or extended contract and the successful bidder(s) shall not be entitled to demand any charges whatsoever or any other loss or damage of whatsoever nature from TTPL for non-utilization of the said work called for wholly or in part.

4. SOURCE OF MATERIAL : M/s Travancore Cochin Chemicals Ltd, Udyogamandal, Kochi.

5. ELIGIBILITY

a) The bidders should have minimum 1 (One) Truck with carrying capacity from 16 to 20MTs registered in his own / partner / firm / Society / Company.

6. PRE QUALIFICATION CRITERIA

a) The bidders should have successfully completed similar work in transportation of chemical or any other products under either handling /transportation contract for the last two years. Bidder has to submit sufficient proof of work order copy / experience / performance certificate.

b) The suppliers /firms with whom government transactions have been banned /black listed/suspended due to any reason will not be eligible to participate in the tender. A self declaration in this regard shall be submitted/uploaded in Part A of the tender.

7. **PRICE TO BE QUOTED AND VALIDITY OF PRICE**

The bidder shall quote the rate per MT of material to be transported including fuel charge, wages to the crew, expenses on maintaining the vehicle, statutory expenses and incidental expenses during transportation etc. **The rate quoted shall be exclusive of GST and the GST applicable should be entered in the space provided in the Price Format.** If the GST applicable is not entered in the space the rate quoted shall be considered as GST inclusive and tender will be finalized accordingly.

The rate quoted against this tender should be valid for a period of 90 days from the date of opening of tenders. Once the quotation is accepted and order is placed, the rate should be valid for the full period of the contract.

Entry / Transit / Bridge / Toll taxes shall be paid by the carrier himself for all trucks while transportation of material under this contract. Company will not reimburse any such charges to the carrier. Only one way km. will be considered for the price.

BIDDERS are requested to study carefully the entire tender document and the conditions so specified before quoting their rates, no alteration in the tender rates quoted will be allowed at later date.

8. **ESCALATION/DE-ESCALATION OF RATE**

A proportionate increase/decrease in rate will be allowed consequent on the increase/decrease in diesel price. The diesel price prevailing at Trivandrum on the date of awarding the contract will be treated as the base rate. The escalation / de-escalation of rate will be calculated as under.

(Increase/decrease per litre x to and fro distance)/ (4 km x 20MT)

The to and fro distance from TTPL, Thiruvananthapuram to TCC Ltd, Kochi- 430 KM

9. **PAYMENT**

Payment shall be made by Account Payee at par Cheque/DD. Separate bill is to be produced for each consignment. The payment will be based on quantity recorded at TTPL weighbridge.

10. **QUANTITY**

The successful bidder shall be responsible for delivery of correct quality and quantity of material as per TCCL invoice. Quantity of the product mentioned in invoice shall be treated as loaded quantity in the truck.

Any observation of shortages shall be recovered from transporter. Accordingly, the corresponding value of the product (shortage) shall be ascertained from invoice on proportionate basis and shall be recovered from freight / transportation bills submitted by the transporter. Terms and conditions of TTPL towards product shortage are final and shall be binding to the successful bidder. Abnormal shortages may lead to cancellation of entire contract. Hence it is the responsibility of successful bidder to ensure quality & quantity of loaded material. Tampering / pilferage en route is not acceptable under this contract and if found transporters or its crew involved in tampering / pilferage of product may lead to penalization / cancellation of contract.

11. **CANCELLATION /TERMINATION**

TTPL shall be at liberty to cancel the contract forthwith at any time under the following conditions.

10.1 If the successful bidder shall commit a breach of any of the conditions stipulated in the contract and fail to remedy such breach within four days of the receipt of the written notice from TTPL in this regard.

10.2 Upon the death or adjudication as insolvent of the successful bidder, if he / she be an individual.

10.3 Upon the liquidation, whether voluntary or passing of the effective resolution for winding up of the successful bidder, if it is a company.

10.4 If any successful bidder or any partner in the firm of the successful bidder is convicted of any criminal offence.

10.5 If a receiver is appointed for any property or assets of the successful bidder.

10.6 If the successful bidder deliberately contaminates or tampers with quality or quantity of material loaded.

10.7 If continuous and repeated shortages of products were witnessed by TTPL showing deliberate tampering of products by successful bidder.

10.8 TTPL will be at liberty to short close the contract / work order without assigning any reason whatsoever by giving a notice of 10 days.

10.9 TTPL's right to cancel the contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful bidder.

10.10 In the event of TTPL cancelling the contract, TTPL shall not be liable to pay for any loss or compensation in respect of such cancellation, whatsoever.

12. **CORRECTNESS OF DOCUMENT**

It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of this tender. However, bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and the successful bidder shall make no subsequent claim on account thereof. In other words, the successful bidder shall not take advantage of any clerical errors or mistakes which may occur in the general specifications, schedules, general conditions of contract, scope of work etc.

13. **FORCE MAJEURE CLAUSE**

If at any time during the continuance of the contract, the performance in whole or part by either party of any obligation under the contract shall be prevented or delayed by reasons of war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damage against whether in respect of such nonperformance or delay in performance. Deliveries or acceptance of deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the TTPL as to whether the deliveries or acceptance of deliveries have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any

obligation under the contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the contract.

14. RISK PURCHASE CLAUSE

If the successful bidder is not able to place sufficient trucks as per the request by TTPL within the stipulated time, TTPL is empowered to engage/use the services of any other service providers/ contractors. The difference in service charges and additional expenses incurred by TTPL shall be recovered from successful bidder bills/SD.

15. ISSUE OF WORK ORDER (WO) / LETTER OF INTENT (LOI):

Work /Purchase /Service orders shall be issued after award of works / job, which is intimated to the successful bidder by a Fax/Telegram/e-mail/Detailed letter of intent. Until the final contract document / WO is prepared and executed, this tender document together with annexed documents, modifications, deletion, agreed upon by TTPL and the Tenderer's acceptance thereof shall constitute a binding contract between the successful tenderer and TTPL based on the terms contained in the above said documents and the finally submitted and accepted price schedule.

16. FULFILLMENT OF STATUTORY OBLIGATIONS

a) It is distinctly agreed that Successful bidder shall ensure that trucks / crews provided under this contract shall comply all obligations of relevant statutory bodies (both Central / State) including revised editions / rules coming into force during the execution of contract. Bidder shall comply with all statutory obligations for carriage of material which are applicable for transportation. Wherever applicable, the successful bidder should avail necessary "NOC or Permission or license from respective central / state / local statutory authorities for transportation" at their own cost. All necessary documents in support shall be provided by TTPL.

b) Trucks provided for transportation shall be covered by necessary valid State Permit/ National Permit/ Zonal Permits at Contractor(s) / Bidder cost.

c) Trucks provided for transportation should comply with all statutory requirements including valid registration book, valid fitness certificate, valid pollution certificates valid insurance covering truck, crews, carrier legal liability, public liability including for products being carried. Bidder should produce all relevant copy of documents on demand by TTPL as communicated from time to time.

d) The successful bidder has to comply with all Labour related laws/rules in force w.r.t Minimum wages Act, Factories Act, Labour Act and any or all other such statutory regulations/amendments made by Government of India from time to time and in force and maintain all documents/records/registers as required by law enforcing authorities and produce the same as and when called for. It is the responsibility of the successful bidder to comply with all statutory regulations related to his staff, truck crew and its operations during the contract period.

17. CONDITIONS ON TRANSPORTATION

The Trucks offered by bidders for transportation should abide the following:

a) Trucks/tipper offered should have Open body with suitable type / construction & capacity and should accommodate goods safely. Bidder should ensure that body of trucks deployed shall have no gaps / deficiency so that spillage of product is totally avoided.

- b) Bidder should ensure that products transported are not exposed to rain / moisture / water and bidder should ensure sufficient and suitable covers (Good Quality) are deployed for safe transportation under this contract.
- c) Trucks should comply with all statutory requirements including valid permits, registration book, valid fitness certificate, valid insurances covering truck, crews, carrier legal liabilities, public liabilities including for products being carried.
- d) Trucks provided for transportation shall be covered by valid National Permit/ Zonal Permit /NOC's at Contractor(s) /Bidder cost.
- e) **The drivers should have valid driving license along with endorsement for being trained on chemical goods transportation.**

18. PENALTIES

- a) Successful bidder shall take all precautions that are necessary to ensure goods undercharge are fully protected from loss, shortage, damage, contamination and same is transported. The contractor shall ensure that Trucks placed are in road and carrier worthy condition manned by necessary and competent personnel. Each truck should have leak-proof covers (tarpaulin or any other suitable material) to cover goods on all sides and top to avoid any loss / spillage on the road or exposure to rain water or any source resulting in increase of product moisture content during transportation. Any negligence of whatsoever reasons is not acceptable to TTPL and contractor shall be penalized.
- b) In any event of Loss / spillage of product on road resulting in any contraventions /infringement of PCB regulations, the contractor shall be held responsible for all penalties and such penalties shall be fully recovered from transportation bills.

19. TENDER SUBMISSION:

The bid should be submitted in Two part, Techno- commercial Bid (Part A) and Price Bid (Part B). Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered. Partially completed / incomplete bids will not be considered. Both Part A and Part B should be in separately sealed covers superscribing tender name, tender no, Name of Bidder, Part A or Part B. Both the covers then put into a bigger cover, properly sealed and super scribed Tender No, Name of work and Due date and forwarded to Head of Department (Commercial), Travancore Titanium Products Ltd, Kochuveli PO, Thiruvananthapuram 21. The same shall reach the Commercial Department of TTPL before the date of opening of the Part A of the tender, ie Techno Commercial part.

20. EVALUATION

Evaluation of the tender will be based on the documents submitted by the bidder. The techno commercial part (Part A) of the tender will be opened first. All the documents specified in the Part A shall be submitted and the bids that do not contain any of the specified documents will be rejected. Only the price part of the bids that are qualified on the evaluation of Part A will be opened and the date of opening of the price part (Part B) will be informed the qualified bidders in advance. TTPL reserve the right to reject any or all bids without assigning any reasons whatsoever. No claim shall lie against TTPL on this account and TTPL's decision in this regard shall be final and binding on the bidders. TTPL reserve the right to obtain clarifications and documents on the Part A bid. TTPL reserves the right to accept/reject any of the tender after evaluation with or without assigning any reason no matter whether a bidder has quoted the lowest rate.

Conditional Tenders are not acceptable.

21. **ORDER QUANTITY**

TTPL reserves the right to split the order quantity and give it to more than one party. The bidder who shall be awarded the Work Order should acknowledge the Work Order by signing the acknowledgement copy and sent it back.

22. **AGREEMENT:**

The successful bidders shall execute an agreement in a non-judicial stamp paper worth Rs.200/- as per format given by TTPL.

23. **PRICE REDUCTION CLAUSE:**

In the event of any additional quantity / extension of period of contract over and above the tendered quantity, the rate for such quantity will be either the existing work order rate or rate finalised on subsequent tender, whichever is lower. TTPL reserves the right to terminate the contract in case of any abnormalities unfavourable to the company.

24. **SETTLEMENT OF DISPUTES:**

All disputes and questions, claim rights, matters or things whatsoever in any way arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to the finalization of contract are to be referred to the sole Arbitrator to be appointed by the Managing Director of TTPL as per provisions of Arbitration and Conciliation Act 1996 (Act 26 of 96) and court at Thiruvananthapuram alone will have Jurisdiction to deal with all or any matters arising out of from or in relation to the contract.

25. **JURISDICTION**

Any dispute or questions relating to or arising out of the finalization of this tender, if remains, shall be subject to the executive jurisdiction of the courts at Thiruvananthapuram alone.

26. **COST OF TENDER FORM**

While submitting the bid online, bidders would be required to remit Rs. 500/- plus GST (Total:Rs.590/-) towards Tender Form cost. Offer received without requisite tender fees as above shall be rejected.

27. **EMD:**

While submitting the bid online, bidders would be required to remit Rs.6,250/- towards EMD as DD in favour of Travancore Titanium Products Limited payable at Thiruvananthapuram. EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited. Exemption on remittance of EMD is according to Govt Rules. Tenders received without requisite EMD shall be rejected.

28. SECURITY DEPOSIT

The successful tenderer shall provide a Security Deposit equal to 3% of the contract value within 30 days for the due performance of the contract. The EMD of the successful tenderer shall be adjusted against the Security Deposit. Balance amount, if any, shall be remitted by means of a Demand Draft payable at Thiruvananthapuram. The Security deposit shall not bear any interest and shall be released only after successful completion of all contractual obligations.

29. DUE DATE

The tenders should be submitted before **12 Noon on 01/10/2021.**

30. OPENING OF TENDER

The Part A of the tender received will be opened at **2.00 p.m on 01/10/2021.** Price Bids (Part-B) will be opened only after the evaluation of Technical and Commercial bids. The Price bids of only those tenders which are commercially and technically accepted by TTPL will be opened.

31. PART A OF BID.(TECHNO-COMMERCIAL BID)

The following documents have to be submitted along with Part A of the bid.

- a. Proof of remitting Cost of tender form & EMD
- b. Signed copy of tender documents
- c. Copy of documents of the trucks (own)
- d. Copy of income tax returns for the preceding three years.
- e. Turn over certificates from a Chartered Account for immediate 3 years
- f. Proof of Experience as per eligibility clause 6 a
- g. Copy of GST, MSME (if applicable)
- h. Self Declaration on tender eligibility clause 5.b.

32. PART B OF BID (PRICE BID):

Price Pro forma duly entered the rate.

33. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 1) The contractor should make arrangements for securing the necessary permit from the respective authorities.
- 2) No transshipment will be allowed.
- 3) The contractor should ensure that the entire quantity as per invoice is delivered.
- 4) The truck will be normally allowed to enter TTPL premises for unloading only between 8.00 hrs to 15.00 hrs.
- 5) Proper care should be taken to avoid pilferage, theft, leaking of rain water etc during transit.
- 6) TTPL will not responsible for any mishap during the execution of work.
- 7) Failure to provide adequate number of trucks would result in TTPL making alternate arrangements at the risk and cost of the contractor.

For TRAVANCORE TITANIUM PRODUCTS LTD.,

**Sd/-
Asst.General Manager(Commercial)**

PARTICULARS OF TENDERER

1. Name of the Bidder:
2. (a) Registered office address of the Bidder:

 (b) Address for correspondence:
3. Phone Nos.:
4. Fax Nos.:
5. Mobile Nos.:
6. E-mail address:
7. Status of the bidder (Individual, Prop. firm, Partnership, Ltd. Company, Co-operative Society, Other):
8. Registration No.:
9. Year of establishment:
10. Permanent Account No. (PAN issued by Income Tax Dept.):
11. GST Registration No.
12. ESI Registration No.
13. PF Registration No.
14. Name and address of Proprietor/ Partners/ Directors:

Declaration

We confirm that we have read and understood all tender conditions and we accept all tender conditions in its entirety.

Date:

Signature:

Name of Person signing:

Bidder's Name and address with seal:

Signature of the Bidder: