

# TRAVANCORE TITANIUM PRODUCTS LIMITED

(A Government of Kerala Undertaking)  
Kochuveli, Thiruvananthapuram -21, Kerala  
[www.travancoretitanium.com](http://www.travancoretitanium.com)

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Phone- 0471-2502163 Fax 0471-2501533

Date: 17.08.2021

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

E-tenders in two part system are invited from experienced contractors/bidders for engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter for the Titanium Dioxide Plant at Travancore Titanium Products Limited, Kochuveli, Thiruvananthapuram. The tender shall be submitted as e-tenders through [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

**TENDER NO: TTPL/PROJ/ Press Filter-Black end/21-22**

|     |   |   |
|-----|---|---|
| 1.  | Name of Work                                    | Design, Engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter for Titanium Dioxide Plant.-Black end including supply and installation of Feed Pump & Cake Washing Pump |
| 2.  | Estimate Amount (PAC)                           | Rs. 35,00,000/- (excluding GST)   |
| 3.  | Earnest Money Deposit (EMD)                     | Rs.50,000 /-  |
| 4.  | Tender cost                                     | Rs.2,950/- (inclusive of GST)   |
| 5.  | Period of completion                            | 6 Months  |
| 6.  | Tender documents                                | Can be downloaded from the website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>   |
| 7.  | Pre-bid meeting                                 | 02.09.2021 at 11.00 hrs   |
| 8.  | Last date and time of submission of Tender/Bids | 08.09.2021 upto 12.00 hrs   |
| 9.  | Date and Time of Opening of Tender              | 10.09.2021 at 14.00 hrs   |
| 10. | Form of Contract                                | Item rate   |
| 11. | Schedule taken                                  | DSR 2016 with Cost index 1.3793   |

Since this is an e-tender, only those bidders who have the enrolment in the above portal with their own digital signature certificate (DSC) can participate in this tender. Tender documents and other details can be obtained from the portal. The Tender has two parts. Part-1- Techno-Commercial part and Part-2- BOQ. Both shall be submitted to the respective covers in the portal. The remittance of EMD and cost of tender form is only through online facility in the portal.

For any technical clarification on the bid, please contact Mr. Sikander Ahamed (9809723682)/ Mr. Santhosh K.K (9072340024).

There is an e-tender cell functioning at Kerala State IT Mission at Thiruvananthapuram with contact numbers 0471- 2577088 / 2577188. 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.

FOR TRAVANCORE TITANIUM PRODUCTS LIMITED



**General Manager (Tech)i/c**

**TENDER FOR DESIGN, ENGINEERING, FABRICATION, PAINTING, PACKING, FORWARDING, SUPPLY, ERECTION, TESTING & COMMISSIONING OF PRESS FILTER FOR TiO2 PLANT**

Tender No. TTPL/PROJ/Press Filter-Black end/21-22

Dated: 17.08.2021

**TECHNICAL AND COMMERCIAL BID (PART-A)**

**01. PREAMBLE**

- 01.01 e-tender quotations are invited in Two Part System from experienced bidders/firms for Design, Engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter for Titanium Dioxide Plant.-Black end including supply and installation of Feed Pump & Cake Washing Pump at Travancore Titanium Products Limited, Kochuveli, Thiruvananthapuram.
- 01.02 The Press Filter is required for our Titanium Dioxide Plant in Thiruvananthapuram. The new Press Filter unit shall be supplied, erected and commissioned in this plant. The supply shall be fully fabricated, semi fabricated or fabricated at site. The bidder shall visit the site, study the site conditions and assess the feasibility of the erection work before submitting the bid.
- 01.03 The technical specification for engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter forms part of the tender document and shall be read in conjunction with commercial part of the tender document. These documents are complementary to each other and anything called for by one and not by the other shall be considered as binding, as if called for by one and all.

**02. INTENT OF SPECIFICATION**

- 02.01 These instructions to tenderers form a part of the tender document and shall be read in conjunction with invitation to tender, instruction to tenderer and other conditions of contract for supply. All these documents forming the tender document shall be as a whole comprise the complete specification. They are complementary and anything called for one and not by others shall be considered as binding, as though called for by all. In case of contradiction between technical specifications and other attached documents, data in technical specification shall govern.
- 02.02 The intent of this specification is for engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter for the Titanium Dioxide Plant proposed to be erected at Travancore Titanium Products Limited, Kochuveli, Thiruvananthapuram..
- 02.03 The Press Filter is to be installed at the proposed site of M/s.Travancore Titanium Products Limited, Kochuveli, Thiruvananthapuram, Kerala, India. The General site data is given in Annexure-A.
- 02.04 Any additional equipment and materials which are not specially mentioned in the technical specification but are required to make the system complete in all aspects for operation and guaranteed performance shall be under the scope of these specifications.

### 03. SCOPE OF WORK

- 03.01 Design, Engineering, fabrication, painting, packing, forwarding, supply, erection, testing and commissioning of Press Filter for Titanium Dioxide Plant.-Black end including supply and installation of Feed Pump & Cake Washing Pump.
- 03.02 All piping works, Instrumentation, Electrical works including all other supporting equipments and service for the smooth commissioning of the filter press.
- 03.03 The engineering & technical services of the bidder shall generally include amongst others the following.
- 03.03.01 Equipment layout, load data & other drawings as per specification.
  - 03.03.02 Backup data, design calculation, information etc., to enable purchaser to check and approve drawings.
  - 03.03.03 QAP for supply items as well as site work.
  - 03.03.04 All coordination relating to fabrication, supply, transportation, inspection and all other services till handing over of the equipment.
- 03.04 The supplier has to provide approved detailed Engineering drawing of the civil foundation and columns for Press Filter and accessory equipments.
- 03.05 TTPL shall provide concrete foundation and columns for the erection of Press filter as per the approved drawing.

### 04. QUANTITY: 1 No.

### 05. DESIGN DATA:

| Sl. No. | Parameter                             | Value                                  |
|---------|---------------------------------------|--|
| 1       | Sludge to be filtered                 | 25 cub mtr. per hr                     |
| 2       | Type of operation                     | Semi- Automatic                        |
| 3       | Operation                             | Batch                                  |
| 4       | Feed composition                      |  |
| (a)     | Specific Gravity at 32 <sup>o</sup> C | 1.17 - 1.22                            |
| (b)     | Acid                                  | 7 - 8 % (soluble state)                |
| (c)     | Solid Percentage ( Sludge )           | 6 - 7% (Un-reacted Ilmenite & Silica)  |
| (d)     | Ferrous Sulphate                      | 6.5 - 7.5% (soluble state)             |
| (e)     | TiOSO <sub>4</sub>                    | 4 - 5% (soluble state)                 |
| (f)     | Temperature                           | 35 <sup>o</sup> C to 40 <sup>o</sup> C |
| 5       | Total Quantity                        | 125 cub mtr. per day                   |
| 6       | <b>Output Specification</b>           |  |
| (a)     | Solid Content                         | 50-60% (Cake)                          |
| (b)     | Quantity per batch                    | 2.5 MT (Dry basis)                     |
| (c)     | Operating Time/ batch                 | 90 Minutes                             |
| (d)     | No. of batch per day                  | 4 Nos.                                 |
| (e)     | Maximum Filtrate Residue              | 0.06 gpl (Critical)                    |

## **06. COMPLETION PERIOD**

All the work including commissioning is to be completed **within six months** from the date of issue of work order.

## **07. EXECUTION METHODOLOGY**

### **07.01 Basic Engineering Data**

The basic engineering data is already available and will be supplied by TTPL.

### **07.02 Detailed Engineering**

The detailed engineering is proposed to be under the scope of the tender. Any technology gap may be filled in by the supplier in that respective area.

### **07.03 Construction**

07.03.01 Handling of material To maintain quality and finish of the material, avoid rusting and all fabricated parts should be cleaned for residues.

07.03.02 Transportation- Transportation of materials either fully fabricated or semi-fabricated items or any material in connection with the work are under the scope of the bidder.

07.03.03 Loading and unloading- Loading and unloading of the materials either at the bidder's site or at TTPL's work site are under the scope of the bidder. The bidder shall make all arrangements to unload the equipment at site and keep the equipment at allotted storage area. All security arrangements also shall be made by the bidder.

07.03.04 The bidder should arrange all necessary construction tools and tackles; in order to expedite the entire work. The bidder shall provide all temporary ladders, scaffoldings, platforms, supports and other necessary facilities required for handling, erection, testing and visual inspection of supplies at the point of installation and shall also provide necessary packing plates, wedges, shims, leveling screws, etc. required for erection of work.

### **07.03.05 Construction Power and Water**

The purchaser shall make available construction water at one point and construction power at one point free of cost. The bidder shall make his own arrangements for further distribution at his end.

07.03.06 The bidders shall provide erection consumables like oxygen and acetylene gas, welding rods, solder lugs, oil, grease, kerosene, cotton waste, etc required for erection of Press Filter, basin and pumps.

07.03.07 All precision survey instruments including leveling instruments, theodolite, etc, shall be arranged by the bidder.

07.03.08 The bidder shall be responsible for checking the correctness of erection of all and ancillary systems including accessories as per the specification.

07.03.09 All necessary checks / tests shall be conducted during execution by the bidder.

07.03.10 The bidder shall visit and study location before submitting the tender. Foundation for the Press Filter will be constructed / repaired by TTPL at their cost, for which the bidder shall submit all the relevant load data and other details.

07.03.11 The bidder shall attend to the rectification of all defects as may be called for expeditiously. Supply of all necessary facilities required for such repairs and retesting shall be the responsibility of the bidder.

07.03.12 Painting

The bidder shall carry out final painting of the equipment and structures erected as per the instructions of the purchaser.

07.03.13 Battery limits: Shown in ANNEXURE- D

**08. 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.

**09. GUARANTEE**

Performance guarantee should be given for 12 months from the date of commissioning of the Press Filter. Should any defect in materials or workmanship develop before or during the guarantee period, the bidder agrees to make necessary or desirable alterations, repairs and replacements at the bidders cost. If the defect or failure to function cannot be corrected, the bidder agrees to replace promptly and at free of cost, the Press Filter.

**10. TESTING , TRIAL AND COMMISSIONING**

**10.01** This involves testing as per QAP and trial run of equipment, ducting, piping, calibration of instruments, pre-commissioning activities etc which comes under the scope of the tender. After successful trial runs the equipment will be commissioned and stabilized.

**10.02** The bidder shall be responsible for total commissioning of the equipment including trial run and carrying out demonstration of Performance Guarantee Tests. The purchaser's supervisory and skilled operating personnel shall be associated during commissioning and performance guarantee tests.

**10.03** All guarantees and test certificates obtained by the Bidder during the execution of work shall be transferred to the purchaser.

**11. PROCESS DESCRIPTION**

Tentative process description of Press filter is given in Annexure-B.

**12. Drawings and documents to be submitted by the supplier after the award of the contract for approval by TTPL**

**12.01** Detailed engineering report of the plant.

Detailed layouts and general arrangement drawings, inspection instructions, erection instructions, site testing procedures, operating & maintenance instructions, safety instructions, start up& commissioning manuals, training manual for operating personnel, Guarantee, test procedures, as-built drawings, P&I drawings, flow diagrams, equipment design data and construction drawings, material and energy balances etc.,.

**12.02** Final Material and Energy Balances.

**12.03** Equipment/Instrument data sheets.

**12.04** List of all as built equipment with variations on the original design.

**12.05** Quality assurance plan.

**12.06** Any other drawings and documents required for completeness of the Plant.

The above list is not exhaustive. Any other drawings and documents required to make the system complete in all respects and necessary for the optimization and speedy commissioning of the Plant shall be submitted by the bidder.

The approval given by TTPL shall not relieve the bidder from his obligations and responsibilities as per the contract.

### **13. OTHER CONDITIONS**

- 13.01** This is a TWO PART e-Tender with Pre-Qualification. The bidder should have necessary enrolment in the portal etenders.kerala.gov.in with their own Digital Signature Certificate (DSC) to participate in the tender. The bids shall be submitted through the said portal. The bidder shall also submit Original Tender Document, duly filled and signed along with Cost of Tender form, EMD, enclosures mentioned in the tender document etc, within the time stipulated in the tender notice.
- 13.02** This tender document is issued to you for submitting your lowest offer for the subject work. You are requested to quote as per the BOQ in the portal. The rates and prices quoted by the Tenderer shall be fixed and firm till the completion of the contract. The details shown against scope are only approximate and hence any reduction/increase in the quantity of work shall not violate the contract. The tenderer shall complete the work at the rates accepted even if the quantity is increased or decreased at the same rates/terms and conditions.
- 13.03** The work shall be undertaken on a continuous basis ie round the clock, 7 days a week without interruption till the jobs are satisfactorily completed. Manpower and adequate supervision shall be arranged for round the clock working at site. The tenderer shall comply with the rules of the company for engaging men beyond normal working hours.
- 13.04** Even though a tenderer may satisfy the PQ requirements, he would still be liable to “disqualification” if he has:
- (i) Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification documents.
  - (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses, etc.
  - (iii) Does not possess sufficient manpower, equipment or resources as may be required for the satisfactory completion of the work now tendered.
  - (iv) Indulges in any sort of canvassing/influencing.
- 13.05** The decision of the Managing Director, TTPL shall be final and binding to both parties. Managing Director, TTPL reserves the right without being liable for any damages or obligations to the TENDERER to:
- (i) Amend the Scope and Value of the Tender.
  - (ii) Reject any or all the Tenders without assigning any reason.

### **14. PRE-QUALIFICATION CRITERIA**

#### **Technical requirement to Bid**

The bidder should possess experience of having successfully completed similar projects, the scope of work comprising of basic and detailed engineering designs, erection and commissioning of similar plants.

|       |  |  |
|-------|--|--|
| 14.01 | Experience                               | <p>1. The Bidder may be a firm engaged in the industry and capable of executing the works with respect to personnel, equipment &amp; manufacturing facilities with an experience in the field of supplying similar Press Filter for minimum period of 5 years ending 31.03.2021 as mentioned below. (Corresponding copies of Work order/Purchase order and work completion certificate for supply Press Filter should be submitted)</p> <p>(i) The Bidder should have executed one similar nature of work of value not less than 80% of PAC value in single contract during the last five years as prime Contractor</p> <p style="text-align: center;"><b>Or</b></p> <p>(ii) The Bidder should have executed two similar nature of works of value not less than 60% of PAC value each in single contract during the last five years as prime Contractor.</p> <p style="text-align: center;"><b>Or</b></p> <p>(iii) The Bidder should have executed three similar nature of work of value not less than 40% of PAC value each in single contract during the last five years as prime Contractor<br/>(Satisfactory completion certificate for the work done shall be submitted in the designated cover)</p> <p>2. The firm shall be registered with registrar of companies in India (Company incorporation certificate &amp; Memorandum of association, Articles of association) or a proprietorship or a partnership firm and should have valid registration number issued by Income Tax Authorities.</p> <p>3. Bid submitted by partnership firm shall furnish full names of all partners in the tender. 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.</p> |
| 14.02 | Registration/ Incorporation              | The firm shall be registered with registrar of companies in India or Partnership firm or Sole Proprietorship firm and shall be in the business of supplying Press Filter   |
| 14.03 | Minimum annual billing                   | The minimum average turnover in last 3 financial years ending on 31-03-2021 should not be less than 10,50,000/-.   |
| 14.04 | Registration with Income Tax Authorities | Should have valid registration number issued by Income Tax Authorities.  |
| 14.05 | Registration in GST                      | Should have a valid GST number.  |
| 14.06 | Memorandum of Association                | The firm shall be enlisted as Engineering / Manufacturing/ Supply Firm.  |
| 14.07 | Registration in PF                       | Should have valid ESI&PF registration.   |
| 14.08 | Self declaration                         | The firms / persons with whom Government transactions have been banned / black listed / suspended due to any reason will not be eligible to participate in the tender  |

## **15. SUBMISSION OF TENDERS**

**15.01** The bid shall be in two parts. Part-A (Techno-Commercial bids) and Part-B: Bill of Quantity (BOQ) as detailed below.

### **15.02 Part-A (Techno-Commercial Bid)**

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

**15.02.01** List of clients where similar equipments were supplied and installed for the last five years and documents verifying the claim including work order or contract agreement or letter of successful completion from the client.



- 15.02.02 Proof of remittance of cost of tender form and EMD.
- 15.02.03 Signed copy of the tender document.
- 15.02.04 Copy of audited Balance Sheet along with Profit and Loss Account statement of the firm for the last three financial years (Year 2017-18, 2018-19 & 2019-20). Firms showing continuous losses for the last three years in the Balance Sheet are not eligible to participate in the tender.
- 15.02.05 Income Tax return of last 3 financial years and details of PAN.
- 15.02.06 Copy of GST, ESI and PF registration certificate.
- 15.02.07 If a partnership firm, the Partnership deeds and registration certificate of the firm and reconstitutions. If a company, (1) company registration certificate (2) copy of Memorandum and Articles of Association (3) company's paid up capital and authorized subscription.
- 15.02.08 Detailed dimensional drawings, technical specifications and material of construction of Press Filter, accessories etc.
- 15.02.09 A schedule of the work and bar chart.
- 15.02.10 The Self declaration as per Annexure G to be submitted in the bidder's letter head on the prequalification criteria 11.8

### **15.03 Other Documents**

Filled and duly signed copy of Letter of Transmittal- **Annexure C**.

### **15.04 Part-B the Price Bid**

Part-B as Bill of Quantity (BOQ) of the tender shall be uploaded as per specified format.

**15.05** Both Part-A and Part-B shall be uploaded through e-tender portal. The last date of submission of offer will be on 08.09.2021. The Part-A will be opened on 10.09.2021.

**15.06** Part-A documents shall be downloaded from the web site [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and the same shall be uploaded after duly filled wherever required, signed and affixed with seal on all pages on or before 12.00 hrs on 08.09.2021.

**15.07** Part-B of the tender ie BOQ (Bill of Quantity) shall be downloaded from the portal and same shall be uploaded after duly filled on or before 12.00 hrs on 08.09.2021. Do not send any hard copy of BOQ price part and do not quote/mention rates anywhere else other than BOQ.

**15.08** Prices quoted shall be fixed and firm till completion of the job. The total price quoted only will be taken for price bid evaluation.

**15.09** All taxes, duties, levies or assessments of any kind at present are to be included in the quoted price. The bid shall clearly indicate incidence of taxes and duties.

**15.10** The successful tenderer shall arrange for travel, boarding and lodging of all his men, if any and the quoted price shall be inclusive of the same.

**15.11** Bids from bidders against whom any criminal case, investigation/report by the authorities like Vigilance, CBI etc are pending or bidders who are defaulting bidders of TTPL shall be disqualified and rejected.

**15.12** Late tenders and conditional tenders are liable to be rejected. The company does not bind itself to accept the lowest or any tender or give any reasons for not doing so.

## **16. PROCEDURE FOR SELECTION OF SUPPLIER**

**16.01 Pre-bid meeting** - There will be a pre-bid meeting scheduled at 11.00 hrs. on 02.09.2021 for any clarifications to the tender especially the technical part. Bidders are advised to attend the meeting and take advantage of the opportunity to get apprised about the tender for submission without any errors.

**16.02** The price bids of only those bidders who qualify as per Part-A will be opened for final evaluation.

16.03 If there is a tie in the L1 position, the tie shall be broken by obtaining revised rates from the L1 bidders and the evaluation process repeated.

#### **17. COST OF TENDER FORM AND EMD**

17.01 Cost of tender form is Rs.2500/- plus 18% GST (Total Rs.2,950/-) and EMD shall be Rs. 50,000/- .

17.02 EMD of the unsuccessful bidders will be refunded after the contract is finalized.

17.03 If any bidder retracts from or revises his bid during the validity period or fails to submit Security Deposit and execute the required agreement when the contract is awarded or fails to commence the execution of work on the stipulated work, the EMD shall be liable to be forfeited without prejudice to TTPL's right to claim damages.

#### **18. VALIDITY**

The tender shall remain valid for 90 days from the date of opening the Price bid (Part-B). No bidder without permission of TTPL can withdraw the offer or revise the quote within the aforesaid period of 90 days. If the bidder withdraws/revises/revokes or expresses unwillingness to confirm with his offer, the EMD remitted by the bidder against this tender shall be forfeited by TTPL without prejudice to TTPL's right to claim damages.

#### **19. SECURITY DEPOSIT FOR SUCCESSFUL TENDERERS**

Within 15 days from the date of issue 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/scheduled bank. Security Deposit is also acceptable in the form of a Bank Guarantee as per TTPL Proforma, which shall be supplied on request. Bank Guarantee from Nationalized/Scheduled Bank registered in India alone will be accepted. 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.

20. The tenderer shall be deemed to have full knowledge of all relevant details of the works to be executed and studied the site conditions prevailing at work site, before submitting the tender. The safety regulations applicable to the work are given in Annexure F.

21. After award of the contract , should it appear to the company that:

21.01 The successful tenderer is not executing the order in accordance with the contract,

21.02 The successful tenderer is not adhering to the phased programme as agreed to or that successful Tenderer is not proceeding fast enough to ensure the completion of the work by the time stipulated in the order of that such time has already expired,

21.03 The successful Tenderer has failed to carry out the reasonable instructions of the authorized representatives of the company, and

21.04 The successful Tenderer has committed any other breach of the contract

21.05 In such case the company may at the expense of the successful Tenderer and without prejudice to any other right of the company, perform itself such portion of the work as the successful tender has failed to execute and

21.06 Take the order wholly or in part from the successful tenderers hands and re-contract to any other person(s) or cancel the order.

21.07 The company shall not be liable for any loss to the successful Tenderer as a result of such action of the company. The successful Tenderer shall indemnify and keep indemnified the company against all losses and damages suffered by the company and all liabilities imposed on the company as a result of default of the successful Tenderer. The decision of the company in this regard shall be final and binding on the successful Tenderer.

21.08 Income Tax shall be recoverable from the bills of the bidder as per the provisions of Income Tax Act & Rule. All other taxes, duties etc applicable on the work shall be to the bidder's account and the company shall be in no way liable for any such items. The Income Tax on GST is applicable to this contract.

## **22. WORK WITHIN TTPL PREMISES**

22.01 All materials and workmanship shall be of best quality. The materials brought to work are subject to inspection by the company's representative and only the approved materials shall be used. No work shall be covered up and put out of view without the approval of the company's representative and the successful tenderer shall afford full opportunities and facilities for the company's representatives to examine and measure the work.

22.02 From the commencement to the completion of the work the successful Tenderer shall take full responsibility for all losses and damages if any, suffered to works, men or materials. In case of any damages, loss or injury that shall happen to the works or any part thereof or to any temporary works from any cause whatsoever the successful Tenderer shall at his own cost repair and make good in conformity in every respect with the requirement of the order.

22.03 The successful Tenderer shall comply on all respects with the provisions of any, ordinance, law, rules, regulations or bylaw of any local or other duly constituted authorities etc which may be applicable to the work. The successful tenderer shall comply with the provisions of the Contract Labour Regulation and Abolition Act 1970 and all other applicable laws.

22.04 The successful Tenderer shall pay all taxes, duties, levies, royalties, rent or other payment or compensation if any, for getting any materials required for the works.

22.05 The successful Tenderer shall be responsible for the good conduct, competence, proper and prompt performance of the labourers employed by him.

22.06 In respect of all labour directly or indirectly employed on the works, the successful Tenderer shall comply with all rules and regulations of Government or other local authorities.

22.07 The successful tenderer shall take insurance cover in respect of materials brought and the employee engaged by them.

22.08 Notwithstanding anything contained in the technical specification, the successful tenderer shall undertake any other item of work not specially mentioned but is required to complete the work in all respect without any extra cost.

## **23. TERMS OF PAYMENT**

### **23.01 Supply**

23.01.01 Advance payment- 10% of the Work Order value as advance shall be paid on submission of bank guarantee for an amount equal to 100% of the advance amount from a nationalized bank.

23.01.02 40% of the work order value shall be paid after receipt of material at site.

23.01.03 30% of the work order value shall be paid on completion of erection and completion of joint preliminary acceptance test

23.01.04 10% after issuance of Commissioning Certificate

23.01.05 10% of the work order value shall be retained for a period of one year as performance guarantee, which may be released on submission of bank guarantee for an amount equal to 100% of the guarantee amount from a nationalized bank.

23.02 All the payments are made, after deducting there from income tax and other amounts as may be deductible or recoverable in terms of the contract or the laws in force. Deduction of IT on GST is also applicable to this contract.

23.03 All the payment will be released based on the recommendation of the officer in charge.

**24. AGREEMENT**

The liability of the successful bidder under this bid will commence on the date specified in the Letter of Intent (LOI) / Work Order (WO). The successful bidder shall be required to execute an agreement with TTPL within 15 days of issue of work order issued by TTPL for carrying out the work according to the terms and conditions of the contract given along with work order. The agreement shall be executed on Rs.200/- Non Judicial stamp paper and shall be in the pro forma as specified by TTPL. The provisions contained in the tender papers and other documents exchanged between the bidder and TTPL shall form part of the contract. The EMD is liable to be forfeited in case the bidder fails to execute the Agreement within the stipulated period as mentioned above.

**25. VALUATION OF VARIATION**

If the Bidder has been asked to execute any such item/work in relation to this scope of work, in course of contract for which the tender rates have not been quoted, he must undertake such work. The Purchaser and bidder shall determine the rates for such additional work by mutual negotiation, however, prior to commencement of extra work.

**26. SETTLEMENT OF DISPUTES**

The parties hereto agree that any dispute or difference or claims arising out of or touching this agreement shall, as far as possible, be settled amicably through mutual discussions and failing such settlement, such disputes or differences or claims shall be referred to the sole arbitrator to be appointed by the Managing Director of TTPL, the Company. The proceedings shall be governed by the provisions of the Arbitration and Conciliation Act-2016. The venue of Arbitration shall be at Thiruvananthapuram, in the state of Kerala.

**27. JURISDICTION**

Any dispute or questions relating to or arising out of the agreement shall be subject to the exclusive jurisdiction of the courts of Thiruvananthapuram, in the state of Kerala alone.

28. The company reserves the right to reject any or all tender or to accept any tender or wholly 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 reserves the right to obtain any clarifications and documents on the Part-A of the bid. Part-B of those bidders will be opened only when Part-A bids of those bids were made acceptable.

29. Our general conditions of contract and safety regulations attached at **Annexure E&F** will be observed by the bidder for this work, to the extent applicable to him.

FOR TRAVANCORE TITANIUM PRODUCTS LIMITED



**General Manager (Tech)i/c**

**PARTICULARS OF TENDERER**

1. Name of the Bidder:

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

(b) Address for correspondence:

3. Mobile Nos.:

4. E-mail address:

5. Status of the tenderer (Individual, Prop. firm, Partnership, Ltd. Company, Co-operative Society, Other):

6. Registration No.:

7. Year of establishment:

8. Permanent Account No. (PAN issued by Income Tax Dept.):

9. GST Registration No:

10. ESI Registration No:

11. PF Registration No:

12. MSME Registration No.(if applicable):

13. 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:

Tenderer's Name and address with seal: