

TENDER DOCUMENT

**Conducting a market study
&
Preparation of
Detailed Project Report
For
Setting Up of a Hydrogen Peroxide Plant.**



**THE TRAVANCORE-COCHIN CHEMICALS LIMITED
UDYOGAMANDAL.P.O.
KOCHI - 683 501
KERALA - INDIA**

THE TRAVANCORE COCHIN CHEMICALS LIMITED
(A KERALA GOVERNMENT COMPANY)
Post Bag No. 4004 Udyogamandal P.O. ,Kochi – 683 501, Kerala
E-Mail:projects@tcckerala.com

Phone:0484-2545011(EPABX)
Website:www.tcckerala.com

GST No 32AAACT6207B1Z1
CIN : U24299KL1951SGC001237

TENDER REFERENCE NO : PROJ/ DPR-H2O2/2017

NAME OF WORK : Conducting a Market study & Preparation of Detailed Project Report for Setting Up of a Hydrogen Peroxide Plant.

The Travancore Cochin Chemicals Ltd invites online bids (E-TENDER) from reputed consultants for Conducting a market study & Preparation of Detailed Project Report for Setting Up of a Hydrogen Peroxide Plant subject to the terms and conditions specified below through the Kerala Govt. e-tender portal <http://etenders.kerala.gov.in>

INDEX		
	Title	Page No.
Section I	Summary of Tender	3
Section II	Invitation to Tender	5
Section III	Eligibility and Evaluation of Tender	11
Section IV	Instructions to Bidder(s)	17

SUMMARY OF TENDER

Tenders are invited in prescribed form for Conducting a Market study & Preparation of Detailed Project Report for Setting Up of a Hydrogen Peroxide Plant.

Contact Person and Address for Communication	"Asst. General Manager (Projects)" The Travancore-Cochin Chemicals Limited Udyogamandal.P.O, Kochi - 683 501, KERALA, INDIA, Tele No.91-484 -2545011 Email: projects@tcckerala.com
TENDER REFERENCE No:	PROJ/ DPR-H202/2017
Price of Tender	Rs.500/-.
Earnest Money Deposit	Rs. 20,000/- EMD shall not bear any interest and shall be released only after successful completion of the contract.
Downloading of Tender Document	From 17- 08-2017 onwards. from the website www.etenders.kerala.gov.in or www.tcckerala.com
Last date of online submission of Tender	18-09-2017
Date and time of opening and viewing of technical bid	22 -09-2017
Date and time of opening and viewing of price bid	To Be Intimated
Date and Time for Proposal Presentation	To Be Intimated

Important Note:

1. The Bidders are requested to email their query/clarification at projects@tcckerala.com within 5 working days from 17-08-2017.
2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. Conditional tender will not be entertained and shall be liable for outright rejection.
3. Amendments/corrigendum in the tender documents, schedule, forms etc. may be done at any time by TCC during the period between publication of notice and submission of bids of the tender on website. The bidders are required to visit the website regularly till the last date of submission of the bid.
4. The bidders are required to submit their bids online.
5. Failure in submission of bid in stipulated time due to any reason whatsoever by any bidder shall not be entertained.

NOTICE INVITING TENDER

1. Introduction

The Travancore-Cochin Chemicals Ltd (TCC) is a public sector undertaking established in the year 1951, having its registered office and factory at Eloor, Udyogamandal, Ernakulam District in the state of Kerala, India. The company is engaged in the manufacture and marketing of caustic soda, chlorine, HCl acid, Sodium Chlorate and sodium hypochlorite.

TCC has a total Caustic Soda production capacity of 175 TPD comprising of one Monopolar Membrane Technology plant of 125 TPD and 2 Nos. 25 TPD Bipolar Membrane Plants. TCC has a chlorine processing facility of 200 TPD. The company proposes to enhance the Caustic Soda production capacity to 350 TPD at its existing premises employing latest technology in two phases.

TCC markets its products all over India to various consuming sectors. It has an annual turnover of around INR 2300 Million. The company is managed by a team of qualified and experienced professionals and has a total employee strength of 560.

The industrial relations are excellent and the company has a good record of safety. TCC is an ISO 9001:2008 ISO 14001:2004 and OHSAS 18001:2007 certified company.

2. Purpose of Tender

TCC proposes to utilize about 18000 – 20000 NM³/day hydrogen gas from the caustic soda plant for setting up a hydrogen Peroxide manufacturing facility of approximately 30 to 40 TPD capacity in the existing premises at Udyogamandal, Kerala. The availability of hydrogen could go up to 40000 NM³/day addition. With a view to inviting bids for the proposed project, TCC has decided to conduct a **Market Study** for determining the Potential of the product with desk and field based market study and to prepare a **Detailed Project Report**.

This Notice Inviting Tender (NIT) is issued to receive firm quotations from reputed Consultants for Providing Consultancy Services for carrying out the Market Study and preparation of a Detailed Project Report (DPR) for setting up a hydrogen Peroxide manufacturing facility of 30 - 40 TPD capacity at 100% in the existing premises at Udyogamandal, Kerala by

utilizing, available hydrogen produced from the caustic soda plants. (saturated with water vapour at 40 deg C having a purity of 99.8 -99.9%). The DPR shall evaluate the feasibility of Utilizing 40000NM³ /day of hydrogen available after the proposed expansion of the Chlor alkali plant. **The consultant shall suggest a most economic size based on the market and technology survey.**

3. Scope of Tender

The Successful Bidder shall conduct a the Market Study and prepare a Detailed Project Report (DPR) for setting up a hydrogen Peroxide manufacturing facility of 40 TPD capacity in the existing premises at Udyogamandal, Kerala by utilizing, available hydrogen produced from the caustic soda plants.

The following are indicative layout of activities:

- I. Identification and finalization of various infrastructure facilities required for the project.
- II. Identification and finalization of various infrastructure facilities available which can be utilized with or without modification /up gradation.
- III. Review of various technologies available with respect to their merits/demerits and suggest a suitable technology for the proposed project to achieve the desired output quality/quantity.
- IV. The proven technology license suggested shall be made available for transfer without any restriction on the sale of products. The Licensee's past experience in technology transfer with details of reference plant shall be brought in.
- V. Product quality variants possible in the technologies to be reviewed.
- VI. Aqueous waste generation and its treatment shall be evaluated.
- VII. Competitive analysis and existing capacity study. This would include existing manufacturer's installed capacity, capacity utilization and critical factors such as market territories, pricing, marketing strategies etc.
- VIII. Need-based field study has to be carried out by interviews with important manufactures, distribution channel players, bulk buyer as well as other end users in order to have insight into product trends, user preference in terms of packaging requirement, prices etc.
- IX. The market study should give a financial analysis of demand supply status, suggested product-mix and product-wise as well as total suggested

- plant capacity keeping in view demand for next five years after the proposed plant commissioning.
- X. Projections of market demand for five years *after* the proposed plant commissioning with specific focus on domestic as well as export.
 - XI. The necessary statutory / administrative clearances including Environmental Clearance, Environmental Management Plan, PCB approvals etc. that TCC needs to obtain for setting up the facility from different agencies shall be identified and listed.
 - XII. Detailed economic analysis of the project including identification and calculation of the capital investment costs, operation & maintenance costs, expected turnover & revenue, risk factors, Internal rate of return (IRR), payback period, variance analysis etc.
 - XIII. Preparation of Summary of the proposed works, stages of project implementation activities and the consultant's recommendations with regard to different aspects of the project and above all, technical feasibility & economic viability.
 - XIV. Development and description of all plant and associated facilities i.e. material handling, electrical, Instrumentation & Automation (I&A), water, civil, structural etc.
 - XV. Financial Estimation (with backup budgetary offers) for the Capital Expenditure proposed and estimation of Operational Expenditure.
 - XVI. Financial appraisal of the proposed project.
 - XVII. The report shall contain trade tariff (like Anti Dumping Duty investigation, if any) present import duty structure, recent representations made to Govt. by various bodies.
 - XVIII. Analysis of India Specific Trade Reports on Hydrogen Peroxide, recently released by trade bodies like FICCI, ICC, etc; shall form as a part of the Report.

4. The Detailed Project Report, should have the following contents:

- 1) Executive summary
- 2) Market scenario/ study report
- 3) List of assumptions about the project and methodology adopted for the study - Planning approach & Master plan Broad details of major construction works
- 4) Technology Survey & recommendations including identification of proven licensor for the technology (the report shall cover licensors past experience in technology transfer with reference plants)

- 5) Availability of license to third parties for the manufacture & sale of product
- 6) Review of product quality variance
- 7) Availability of proven effluent treatment /management systems
- 8) Cost estimates & Economic analysis
- 9) Project Feasibility & Technical Viability
- 10) Project risks
- 11) Project implementation schedule along with CPM/Pert Chart
- 12) Drawings / sketches as required
- 13) Manpower requirements types and numbers at various levels.
- 14) Probable cost of project. IRR, Pay back and any other relevant matter

The relevant core staff of the consultant will be required to have detailed discussions with TCC officials in all aspects including methodology. They will have to work in close association with TCC officials at every stage and make a presentation before submission of the draft report.

5. TIME SCHEDULE

The proposed time schedule for the work is as below. The bidders shall indicate their schedule in the technical Bid.

Sr. No.	Particulars	Duration
1	Preparation & submission of draft report from the date of execution of agreement or letter of TCC informing to start the work.	10 weeks
2	Discussion with TCC.	2 week
3	Submission of final report on receipt of comments from TCC.	1 week
4	Finalization of format, structure and selection criteria after submission of final report .	1week
5	Preparation of draft tender document and agreement for selection of contractor for setting up the proposed plant.	2 weeks

6. The Tender & Offer

The interested parties shall submit the bids online.

Bidders are required to submit offer in **TWO COVERS**, namely “Fee/PreQual/Technical and unpriced commercial Cover” & “Priced Cover”.

6.1. Cover-1 (“Fee/PreQual/Technical and unpriced commercial cover”).

Bidders are requested to upload the scanned copies of the following details “online”.

- The scanned copy of the tender document duly signed in all pages and duly filled in last page.
- The scanned copy of un-priced bid (Detailed scope of work, deliverables, deviations, if any and Terms & Conditions, Any other charges other than basic price and duties & taxes) in letter head.
- The scanned copy of the details regarding Bidder eligibility. (Relevant details of bidder and any other relevant information the bidder would like to furnish (other than price) in the letter head fully signed and authenticated).
- Scanned copies of Certificates in proof of bidder eligibility.
- Scanned copy of previous 3 years balance sheets and P&L Account.

Please do not quote /mention rates anywhere else in the tender other than in the BOQ.

Cover - 2 (Price Bid).

Bidder should quote for Conducting a **Market study & Preparation of Detailed Project Report for Setting Up of a Hydrogen Peroxide Plant** indicating Basic Price and taxes separately, in the Priced cover (BOQ) only.

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

Bidders are requested to quote rates in the schedule –BOQ (Bill of Quantities) only in due consideration with the Unit of Measurement (UM).

Please do not quote /mention rates anywhere else in the tender other than in the BOQ.

The Last date of receipt of duly filled up tender : 18-09-2017.

In the event of critical dates such as Tender opening date for part 1 & 2 declared as a holiday /closed day for TCC, the bids will be opened on the next working day at the appropriate time. Price Bid Opening date shall be informed appropriately.

All queries related to the tender shall be sent to the Office of the

“Assistant General Manager (Projects)”
The Travancore-Cochin Chemicals Limited
Udyogamandal P.O. Kochi - 683 501,
KERALA, INDIA
Tele No.91-484-2545011
Email: projects@tcckerala.com

7. ELIGIBILITY AND EVALUATION

7.1 Eligibility Criteria

7.1.1 Experience

- a) Bidder should have experience in preparation of Detailed Project Report either for setting up of hydrogen peroxide Plants or any continuous process chemical plants with minimum **20 TPD** capacity, in last five years for well- known clients or for captive purpose in India. **OR**
Bidder should be a reputed Management Consultancy Organization/Institutions having experience in working on business consulting projects of minimum **Rs. 500 Million** in the Chemical sector during the least Five (5) years for Public Sector Undertakings, Public Private Partnerships and Joint Ventures.
- b) Bidder should have a management consulting practice with professional manpower strength of not less than twenty five (25).
- c) Bidder should have delivered a minimum of one engagement having an investment of **Rs.250** Million, within the last 24 months for a Chemical manufacturing company or similar business where Business planning and feasibility study has been completed and submitted to the Client.
- d) Bidder should not be blacklisted by any Central or State governments or Government run enterprises, PSUs in the last 5 years. In case of any litigation pertaining to such blacklisting the same should be cleared in full.

Bidder shall submit Performance and Completion Certificate with regard to his experience from relevant organization where the project is in operation and about satisfactory performance of that project.

The bidder should clearly state its status and submit duly attested supporting documents.

7.1.2 Financials

The annual average turnover of the Bidder(s) in last three years i.e. 2016- 17, 2015-16 and 2014-15 should be **minimum Rs. 100 Million** from similar line of business activity.

Bidder(s) has to submit audited balance sheet of these years along with Profit & Loss (P&L) account.

Consortium

The bids can be submitted either by the bidder meeting the above criteria singly or in consortium with partner.

In the case of consortium the leader shall be management consultant and shall have more than 50% share of the scope of services. (The break-up of services for this purpose shall be 50% for technical feasibility studies, 30% for financial analysis and 20% for market analysis).

The leader of the consortium shall be jointly and severally responsible with his consortium partner for the execution of the contract and of the provisions of the contract.

The consortium should produce a consortium agreement between the members of the consortium, duly attested by a Notary Public of the place of execution of the consortium agreement, which shall contain the share of each of the consortium member and shall specifically mention the leader of the consortium and also clearly indicate that the consortium members shall be jointly and severally responsible for the execution of the contract in the event the work is awarded in favor of the consortium.

The tender documents shall be signed by the leader of the consortium or any person duly authorized by the consortium by a power of attorney duly signed by the leader of the consortium and attested by a notary public of the place of execution of the power of attorney.

7.1.3 Technical Criteria

Sr. No.	Parameter	Marks allotted
1 (a)	<p>Past experience in preparation of Detailed Project Report (DPR) for chemical sector in India with a minimum capital expenditure of 500 Million Rupees undertaken in last 5 years</p> <p>i. If Bidder had prepared 3 or more DPR ii. If Bidder had prepared 2 DPR iii. If Bidder had prepared 1 DPR</p>	<p>45 (maximum)</p> <p>20 15 10</p>
(b)	<p>Past experience in preparation of Detailed Project Report (DPR) Hydrogen peroxide plant with an output capacity of minimum 5000 MT Per Annum (TPA) undertaken in last 5 years. And</p>	10
(c)	<p>Past experience in market study for Industrial chemicals undertaken in last 5 years</p>	5
(d)	<p>Execution of Management consultancy works during the last 5 years Single project with investment Rs.500 Million to Rs.1000 Million Above Rs.1000 Million</p>	<p>6 10</p>

2	Team of experts to be on roll for preparation of Techno Economic Feasibility Report (DPR)	35 (maximum)
	<ul style="list-style-type: none"> i. Process Engineer/Chemical Engineer with minimum 10 years of relevant experience. ii. Mechanical/Civil Engineer with 10 years of relevant experience. iii. Financial Expert/MBA in Finance/CA/BE/B.Tech. with expertise in financial analysis / costing with minimum 5 years of relevant experience. iv. Electrical Engineer with minimum 5 years of relevant experience. v. Instrumentation Engineer with minimum 5 years of relevant experience. 	<p style="text-align: center;">8</p> <p style="text-align: center;">8</p> <p style="text-align: center;">8</p> <p style="text-align: center;">6</p> <p style="text-align: center;">5</p>
3	Approach , Methodology & Time Schedule	20(max)
	<ul style="list-style-type: none"> a. Approach b. Methodology c. Time frame (max 10) <ul style="list-style-type: none"> More than 16 weeks Less than 16 weeks and more than 12 12or less 	<p style="text-align: center;">5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">0</p> <p style="text-align: center;">5</p> <p style="text-align: center;">10</p>
	TOTAL	100

7.1.4 Other Conditions:

- a. To qualify the above technical criteria, bidder has to obtain minimum 75 marks out of 100.
- b. Bidder should submit the work order as well as work completion certificate for the past experience cited by the Bidder for Sr. No. 1 mentioned above.
- c. Team of experts mentioned in Sr. No.2 should have graduated from reputed institutes only and Bidder should submit CV of all members of the team of experts. The team of experts should be on permanent payroll of the bidder.
- d. Bidder should affix the signature of authorized signatory on each page of the document with seal of the company.
- e. TCC reserves the sole right for evaluation of technical criteria.
- f. The technical criteria of minimum 75 marks out of 100 shall be relaxed to 70 or 65 in the event of not getting minimum 2 qualified offers.

7.2 Price Bid criteria

The Bidder shall quote rates only for the entire scope of work.

The bidder shall submit the price bid as per the format given in the BOQ

Price quoted shall be on lump sum basis inclusive of all expenses towards the scope complete with boarding, lodging & travel for various project related activities.

The quoted price for the preparation and submission of DPR shall be exclusive of taxes, which shall be shown separately in the BOQ.

The price shall be firm and binding without any escalation whatsoever till completion of works in all respect.

Any variation in taxes, levies & duties imposed after the due date of submission of offer will be paid by TCC, only during the tenure of the contract.

Income tax as per prevailing rate shall be deducted from each invoice and the TDS certificate will be issued by TCC.

Price Bid will be opened only for those bidder(s) who qualify technical criteria.

a. Evaluation Process

The method for evaluation of Tender will be **Quality and Cost Based Selection**.

The **Part II financial bid** of only technically qualified bidders (ie; bidders having 75/70/65 marks out of 100 as per clause 7.1.4 (f)) be opened for further evaluation .

The lowest among the qualified bidders will be awarded the contract / work.

In case a tie occurs, Bidder who has scored higher marks in technical criteria will be given first preference.

In case again tie occurs, Bidder who has scored higher marks Sl.1 of the technical criteria will be given preference.

INSTRUCTIONS TO BIDDER(S)

8.1 Earnest Money Deposit (EMD)

While submitting the bid on-line, bidders would be required to remit **Rs.20000** /- (Twenty thousand) **on-line** towards EMD. Offer without requisite EMD as above shall be rejected.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- i. **State Bank of India (SBI) Internet Banking:** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender cost and EMD amount.
- ii. **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should be done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender cost and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.
- iii. **Only NEFT/RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers, IMPS or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing

“Success” during bid opening.

The Earnest Money Deposit of the unsuccessful tenderer shall be refunded immediately after the acceptance of Purchase Order by the successful bidders.

8.2 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 cost 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.

The company does not bind itself to accept the lowest or any tender and may accept the whole or part of the tender and split the quantity required between two or more tenderers. The company also reserves its right to accept or reject any tender without assigning any reason whatsoever.

8.3 Contract Agreement and Commencement of Work

The Successful Bidder(s), along with payment of Security Deposit, will also enter into agreement with TCC as a token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI.

After executing the agreement and during the execution of the work, if necessary, alteration/modifications in the agreement can be made in writing after mutual understanding and consent of both the successful bidder and TCC.

The Successful Bidder shall have to start the work within 10 working days from the date of execution of agreement or letter of TCC informing to start the work whichever is earlier.

In case of failure to commence the work within the above mentioned period, the contract may be terminated at the discretion of TCC and

Security Deposit/EMD will be forfeited.

8.4 Security Deposit

The successful bidder shall provide a Security Deposit equal to 5% of the contract value 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 Udyogamandal /Aluva/Ernakulam or a Bank Guarantee, from any scheduled banks having validity for minimum period of one year in the form and manner acceptable to TCC. The Security Deposit shall not bear any interest and shall be released only after successful completion of the contract.

In case of Bank Guarantee, , the same shall have to be renewed from time to time as per requirement of TCC.

Un Successful Bidder(s) will be refunded the EMD amount after selection of the bidder is made by TCC. The amount of EMD of Successful Bidder(s) shall be adjusted against remittance of Security Deposit, if desired by the Successful Bidder(s), or shall be refunded

TCC, on acceptance of the offer, will issue LOI to the Successful Bidder(s), who will be required to confirm the acceptance of the LOI within **one week** of its receipt. If the bidder does not accept the Letter of Intent within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by TCC.

Within 7 days of submission of its acceptance of LOI, the Successful Bidder(s) shall make payment of security deposit.

SD shall be refunded to the Successful Bidder after satisfactory completion of the work.

The SD shall be forfeited if the Successful Bidder fails to start the work within 10 working days from the date of acceptance of LOI.

8.5 Taxes & Duties

Rate to be paid to the Successful Bidder shall be the rate offered by the Successful Bidder plus GST.

8.6 Payment

- ◆ 20% of the lump sum fee is payable on submission of concept report after completion of visit to site for the scope of job, collection of data & relevant information against bank Guarantee.
- ◆ 30% of the lump sum fee is payable after the submission of the draft report along with soft copies.
- ◆ 20% of the lump sum fee is payable after giving clearance by TCC subsequent to the discussions for submission of Final report.
- ◆ 20% of lump sum fee is payable on submission of the Final report along with soft copies, its acceptance by TCC and presentation to TCC management.
- ◆ 10% of the lump sum fee is payable on submission of draft tender document and agreement for selection of contractor for setting up the proposed plant

8.7 Force Majeure Condition

If any time during the existence of this contract if either consultant or TCC is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, acts of God and acts of Govt., fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be rescheduled.

8.8 Jurisdiction of Courts

In case of an order, the contract shall be concluded at our registered office at Udyogamandal (Ernakulam Dist.), Kerala State and hence is subject to the jurisdiction of Courts of Law at Ernakulam district in the State of Kerala only.

8.9 Default

In case the consultant fails to effect the terms of the contract in time and the company is forced to arrange the requirements from elsewhere at a higher price, loss to the company due to such acts, has to be made good by the defaulting consultant. This is without prejudice to the company's claim for other losses that may arise due to the failure of the consultant to keep up other terms of the contract.

8.10 Confidentiality

All the information in any form provided by TCC to the Consultants, Agents, Employees in connection with the assignment including oral enquiries, letters, documents, emails, presentations, interactions, technical documentations, discussions and any information or documents gathered from TCC's service providers etc., relating to TCC's business and other information identified as confidential by TCC are confidential information of TCC.

Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases TCC may pre-maturely terminate the contract and initiate legal action as deemed fit.

8.11 Arbitration

All disputes and differences of any kind, whatsoever, arising out of the consultancy propositions shall be referred by either party (TCC or the Consultant), after issuance of 30 days notice in writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/strictly under the terms and conditions of this contract, executed between TCC and the Consultant. The arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. The award shall be final and binding on both the parties. The venue for arbitration shall be at Kochi, Kerala , India. The Language of the Arbitration shall be in English.

8.12 Termination

TCC will reserve the right to terminate the services of the consultant at any point of the project in which case the remuneration will be paid proportionately for the period of engagement.

Penal provisions and right to termination are however subject to Force Majeure situation mentioned above .

8.13 Other details

Documents not properly filled, overwritten or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.

Tender documents submitted by the Bidder(s) without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly

adhering to the directions given herein shall be rejected.

The Bidder(s) shall upload scanned copies of the following documents/details in Technical Bid section:

- 8.13.1 Authorized signatory certificate of the company for the person signing the documents on letter head of the company
- 8.13.2 Letter of Submission
- 8.13.3 Details of Bidder
- 8.13.4 Details of similar assignments with proof
- 8.13.5 CV of experts to be deployed
- 8.13.6 Statement of deviation if any from the tender terms & conditions

Any request from the Bidder(s) in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on account of overwriting/erasing of rates of his documents after opening of the tender shall not be entertained under any circumstances. If the Bidder withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the Earnest Money Deposit shall be forfeited.

By submitting a tender for the project, the Bidder will be deemed to have satisfied himself that the rates quoted by him in the tender document will be adequate to complete such work according to the specifications and conditions attached hereto and it has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaint in this regard after submission of tender shall not be entertained

Canvassing in any form is strictly prohibited and tenders submitted by the Bidder(s) who resort to canvassing, will be liable for rejection.

In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of TCC.

For any related clarifications please contact the following officer:

Assistant General Manager (Projects)
The Travancore-Cochin Chemicals Limited
Udyogamandal.P.O, Kochi - 683 501,
Kerala, INDIA
Tele No.91-484 2545011
Email: projects@tcckerala.com

Accepted all terms and conditions:

Signature of the Contractor

Name:

Address:

Mobile No:

Place:

Date: