

MALABAR CEMENTS LIMITED

(A Govt. of Kerala Undertaking)

WALAYAR, PALAKKAD DISTRICT, KERALA-678 624

Ph: 2862266/73/74 Fax: 0491-2862230

Website: www.malabarcements.com

E.mail: mmat@malabarcements.com

Tender No. **MT/02/PRT/644/2012**

Date : **13.03.2012**

TENDER NOTICE

COLLECTION, SHIFTING AND LOADING OF BLAST FURNACE GRANULATED SLAG IN WAGONS AT VISL BHADRAVATI

Sealed superscribed competitive offers are invited for Collection, Shifting and Loading of Blast Furnace Granulated Slag in wagons of M/s.Visvesvaraya Iron and Steel Plant (VISL) at Bhadravathi siding as per the Notice Inviting Tenders, Technical and Commercial Terms & Conditions given in the tender document.

Interested parties may download the Tender document available in our company's website. Those who want to download the same may do so, but while submitting the offer, separate Demand Draft for `729/- including K.Vat and Cess, favouring Malabar Cements Ltd, payable at Palakkad towards cost of the tender document shall be enclosed in the tender in addition to the DD towards Earnest Money Deposit (EMD). The last date for download of tender document is **21.03.2012 upto 4 pm**. The date for submission of the tender to the office of the undersigned is on or before **22.03.2012 by 2 pm**, Part I of the Tender will be opened on the same day **by 3 pm** in the presence of the tenderers available. Tenderers those who have participated in our earlier Tender No MT/PRT/637/2012 Dated 18.02.2012 need not pay EMD and Tender Cost.

Malabar Cements Ltd. reserves the right to accept or reject all or any of the tenders without assigning any reasons whatsoever. Late received tenders will not be considered under any circumstances.

MANAGING DIRECTOR

MALABAR CEMENTS LIMITED

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TENDER DOCUMENT

COLLECTION, SHIFTING AND LOADING OF BLAST FURNACE GRANULATED SLAG IN WAGONS AT VISL BHADRAVATI

Cost of Tender Document : `729/- (Inclusive of K.Vat and Cess)

Sale of Tender Document : Upto 4.00 PM on 21.03.2012.

Submission of Tender : Upto 2.00 PM on 22.03.2012

Opening of Tender (Part-I) : By 3.00 PM on 22.03.2012

Earnest Money Deposit (EMD) : `10,000/- (Rupees Ten Thousand Only)
by Demand Draft payable at
Palakkad.

Tenders received after due date and time indicated above either by hand or by post or by any other means will not be accepted under any circumstances.

We shall not be responsible for any postal delay.

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Date : **13.03.2012**

PART-I

NOTICE INVITING TENDERS (NIT)

Sealed tenders with tender reference superscribed on the envelope are invited for Collection, Shifting and Loading of Blast Furnace Granulated Slag in wagons of M/s.Visvesvaraya Iron and Steel Plant (VISL) at Bhadravathi siding as per the terms and conditions given below:

01. SCOPE OF WORK & GENERAL INSTRUCTIONS:

The tender shall be addressed to The Managing Director, Malabar Cements Limited, Walayar Post, Palakkad- 678 624, Kerala, India.

- a.** The work includes Collection and Shifting of Blast Furnace Granulated Slag from the works of VISL, Bhadravati, Shimoga District, Karnataka and loading of the same in wagons at VISL Bhadravathi siding.
- b.** For the above operation, it is necessary that you shall post your representative at VISL, Bhadravathi, Shimoga District, Karnataka for Supervision and Execution of the work in time without any delay.
- c.** The tenderer shall strictly abide by the safety rules and regulations of VISL while executing the contract. The tenderer should take appropriate Insurance policies on their employed labourers and machines.

Signature of the Tenderer with Seal

- d. After loading is over tenderer should collect the Railway Receipt (RR) and Invoice and forwarded to Malabar Cements Limited, Walayar Dam Post, Palakkad, Kerala- 678 624.

02. SUBMISSION OF TENDER:

a. Every tender shall be in English. All amounts shall be indicated by the tenderer in figures as well as in words. When there is any difference between the amount quoted in figures and words, amount quoted in “WORDS” shall prevail. Tender shall be free from overwriting. All corrections and alterations shall be duly attested by the tenderer.

b. Tender is to be sent in 2 parts i.e. Part-I- General Instructions and Part-II- Price Bid in two separate sealed and superscribed envelopes. Both the above 2 envelopes shall be put in a common sealed envelope super scribed the tender number and date addressed to the Managing Director, Malabar Cements Limited, Walayar Post, Palakkad- 678 624, Kerala.

c. Tenders not submitted in the appropriate forms, or if they are not complete in all respects, such tenders will be rejected.

03. ELIGIBILITY CRITERIA:

a. Experience of Collection, Shifting and Loading of Blast Furnace Granulated Slag in wagons for a minimum quantity of 10,000 MT in the recent past. The tenderer should furnish the proof for the above work along with Part-I of the tender.

b. If the tenderer is an authorized contractor of VISL/ State Government the copy of the proof for the same is also to be enclosed (If the copy of the document is not in English, with proper translation in English attested by Notary Public is to be enclosed)

c. If the tenderer is a Company registered under the Company’s Act of 1956, the following information’s should be furnished:

- i. Corporate identity number (CIN)
- ii. Address of the registered office.
- iii. The Registrar of companies (ROC) under whose jurisdiction the company situates.

- iv.** PAN and Service Tax Registration details.
 - v.** Copy of Memorandum and Articles of Association to be enclosed.
 - vi.** Tenderer also has to indicate the members of the present Board of Directors.
- d.** If the tenderer is a partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be enclosed.
- e.** Firms which have failed to fulfil earlier contractual obligations, will not be considered on any account.
- f.** Black listed parties will not be considered on any account.
- g.** The tenderer shall also furnish the details as per the Annexure-I enclosed along with Part-I of the Tender.
- h.** The Part-II, Price Bids of the tenderers, who are meeting all the above criteria, only will be opened for further evaluation and tenders not meeting even any one of the above conditions will not be opened and processed. Separate intimation will be sent to the qualified tenderers.

04. VALIDITY OF OFFER:

The tenderer should keep the tender firm for a period of 3 months from the date of opening of the tender or till the tenders are decided whichever is earlier during which period he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of EMD deposited by the tenderer.

05. OPENING OF TENDER:

a. On the due date of opening, only Part I of the offer will be opened in the presence of the Tenderers who are available at the time of opening at our Walayar Office by the Officer/Officers authorized to do so. In case any of the Tenderers are sending their representative, authorization letter from the competent authority should be submitted, failing which such persons will not be allowed to be present at the time of opening of the Tender.

b. The Part II of the offer of those tenderers, who are getting qualified as per clause No. 03 only will be opened on a subsequent date. Those qualified tenderers will be informed of the time and date of the 'Price Bid' opening, separately.

06. PRICE:

The rates quoted by you shall remain firm during the period of contract. The rate quoted by you shall include all statutory levies, taxes and duties at the prevailing rate and all other incidental expenses.

07. TERMS OF PAYMENT:

We have installed an "On Line Weigher" in the Railway siding and the weighment recorded by the Weigher will be considered as final for acceptance & payment. However, if any failure occurs to the online weigher during the arrival of Slag, RR weight will be considered for acceptance and payment. Payment will be given by cheque within 15 days from the date of submission of bill.

08. LIQUIDATED DAMAGES FOR SHORTFALL IN DELIVERY:

Timely delivery is the essence of the contract. If you fail to load the material as per the free time offered by Railway due to the reasons attributable to you, demurrage charges incurred by the Railway will be deducted from your bill. We are also at liberty to cancel whole or part of the order in the event of failure on your part in effecting loading as specified.

09. EARNEST MONEY DEPOSIT (EMD):

An EMD of ` 10,000/- (Rupees Ten Thousand Only) must accompany the tender, by way of demand draft drawn in favour of "MALABAR CEMENTS LIMITED" payable at Palakkad. The tenders without EMD or request for adjusting EMD against any pending payment will not be considered by us. Cash/Cheque/Deposit receipt and Bank Guarantee will not be accepted. EMD will not carry any interest. The EMD should be enclosed along the Part-I of the tender in a separate sealed envelope duly super

scribing the tender number and date. Tenderers those who have participated in our earlier Tender No MT/PRT/637/2012 Dated 18.02.2012 need not pay EMD and Tender Cost.

10. SECURITY DEPOSIT:

a. The successful bidder must remit an amount of `20,000/- (Rupees Twenty Thousand Only) by way of interest free Security Deposit for due performance of the contract, failing which EMD will be forfeited. EMD of ` 10,000/- will be refunded on receipt of Security Deposit as above.

b. In the case of failure on the part of the successful tenderer to carry out the work to the entire satisfaction of the Company within the period stipulated or as may be extended or on termination of the contract, the Security Deposit in full shall be forfeited by the Company and the work will be got done by alternate agency at the risk and cost of tenderer. Security deposit will be refunded only after performing the contract in full or extended period of contract.

c. Failure to furnish security deposit in accordance with the conditions of the tender will be considered as breach of contract, which would entitle the Company to terminate the contract and forfeit the EMD amount in addition to the right of enforcing risk purchase at the cost of suppliers/tenderers.

d. The security deposit should be made either in the form of Bank Draft in favour of MALABAR CEMENTS LIMITED payable at Palakkad or bank guarantee for the equal amount as per MCL proforma. No other form of payment will be accepted.

e. The security deposit will not bear any interest. The company reserves the right to adjust security deposit towards any amount due to it from the successful tenderer and in such an event, the successful tenderer, on receipt of intimation from the company shall make further deposit to restore the security deposit to the full amount.

f. MCL is empowered to deduct from the security deposit or any other outstanding amount any sum that may be fixed by the company as being the amount of losses or damages suffered by it due to delay in

performance or non-performance of any of the conditions of the tender/contract.

11. INCOME TAX:

Income-tax as per rules will be deducted at source for which TDS Certificate will be issued after the close of the financial year. The tenderer shall also provide the details of PAN which is mandatory as per IT Rules/Act. Failing which TDS at penal rate will be imposed.

12. SERVICE TAX:

Service Tax, if applicable, will be paid extra as per service tax conditions. For claiming Service Tax, the Contractor shall submit serially numbered invoices in duplicate showing the following particulars:

- i.** Name, address and registration number of the service provider;
- ii.** Our complete address.
- iii.** Nature, classification and value of taxable service.
- iv.** Amount of Service Tax payable.
- v.** Amount of Education Cess /Secondary and Higher education cess payable (to be shown separately).
- vi.** The Name and Address of the Central excise Commissionerate/Division/ Range (to be shown separately)
- vii.** A copy of the remittance Challan of Service Tax for previous quarter/ month to be enclosed.

13. PERIOD OF CONTRACT:

The period of contract will be for One Rake initially after release of Work Order. The contract can be extended for further Rake loads on mutual consent and on satisfactory performance as MCL is planning slag cement production in a continuous basis. However, there is no guarantee that the work will be continuous during the above period. The Company reserves the right to terminate the contract at any time within the contract period by giving 10 days notice, without assigning any reason whatsoever.

14. There is no undertaking that the lowest tender shall be accepted. We reserve the right to reject any or all the tenders without assigning any reasons whatsoever. In case the company desires to have negotiation it will be done with Lowest Quoted Party (L1) only and so tenderers are advised to quote Lowest rate.

15 . AWARD OF CONTRACT

A. MCL reserves the right:

- i.** To accept, at its sole and unfettered discretion, any tender for whole or part quantities or to reject any or all tenders without assigning any reasons whatsoever.
- ii.** To place orders on one or more tenderers according to our production schedule.
- iii.** To enter into parallel contracts or place adhoc orders for such quantity simultaneously or at any time during the period of contract with one or more tenderer(s) as MCL may think fit.
- iv.** MCL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- v.** The price bid of those tenderers who are not qualified in the Part-I of the tender, will be returned to them un-opened, immediately on completion of formalities as regards the Part-I, by registered post citing the reasons for rejection of their tender

B. The Purchase Order / Work order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and MCL and both parties are bound by the terms and conditions.

16. LEGAL JURISDICTION:

Legal jurisdiction of the contract shall be the competent Court at **Palakkad, Kerala** only.

17. The tender completed in all respects duly signed by the tenderer and the EMD should be sent to The Managing Director, Malabar

Cements Limited, Walayar Post, Palakkad- 678 624, Kerala, India so as to reach us before **2 P.M. on 22.03.2012** and will be opened on the same day by **3.00 P.M.** in the presence of tenderers available. Tenders received after the specified time and date will be summarily rejected and we shall not be responsible for any postal/ courier delay. Tenders should be submitted to the Office of Personal Secretary to Managing Director available in the 1st Floor of our Registered Office at Walayar.

For MALABAR CEMENTS LIMITED,

MANAGING DIRECTOR

I/We agree to the above terms and conditions of the tender and quote the rates in the attached schedule.

Date:

Signature of the Tenderer:
Name and Full Address
with Telephone No.

Details of Demand Draft Enclosed:

Sl.No	Name of Bank	DD No.	DD Date	Amount in `

Signature of the Tenderer with Seal

ANNEXURE-I

THE TENDERER SHOULD FURNISH THE FOLLOWING ALONG WITH PART-I:		
1	Name of the Tenderer/his/ their concern and full address in block letters Including Tel./ Mobile nos.	
2	Whether you are authorized contractor of VISL/ State Government (if so, please enclose proof)	
3	How long is the free time allowed by railway for loading of one full rake?	
4	What is the present rate of demurrage imposed by Railway after Free time?	
5	How much time do you require for loading full rake?	
6	How much distance from the VISL yard to Railway siding?	
7	What are the equipments used by you for Shifting and Loading?	

Signature of the Tenderer with Seal

PART-II
PRICE BID

Tender No. **MT/02/PRT/644/2012**

Date : **13.03.2012**

The Managing Director,
Malabar Cements Limited,
Walayar Post, Palakkad- 678 624,
Kerala, India.

Sir,

Charges for Collection, Shifting and Loading of Blast Furnace Granulated Slag in wagons of M/s.Visvesvaraya Iron and Steel Plant (VISL) at Bhadravathi siding:

Sl. No.	Description of Work	Rate/ MT (in `) in Figures	Rate/ MT(in `) in Words
1	Charges for Collection, Shifting and Loading of Blast Furnace Granulated Slag in wagons of M/s.Visvesvaraya Iron and Steel Plant (VISL) at Bhadravathi siding, inclusive of all statutory levies, taxes and duties at the prevailing rate and all other incidental expenses.	
2	Service Tax and Educational Cess as applicable on Service Tax shall be extra on the above rates (if applicable). You may indicate your Service Tax Registration Number and such details in the tender document itself		

I/We agree to all the tender Terms and Conditions of the tender.

Place:
Date:

Signature of the Tenderer:
Name and Full Address
with Telephone No.

Signature of the Tenderer with Seal