

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/632/2011**

Date : **28.12.2011**

TENDER NOTICE

COLLECTION AND TRANSPORTATION OF LIMESTONE FROM TAMIL NADU MINERALS LIMITED, ARIYALUR

Sealed superscribed competitive offers are invited for Collection and Transportation of limestone from M/s. Tamil Nadu Minerals Ltd Ariyalur to the Works of M/s. Malabar Cements Ltd Walayar as per the general instruction, Commercial Terms & Conditions given in the tender document. Approximate quantity to be transported is 10,000 MT per month.

The tender document is available in company's website. Interested parties may download tender documents from our website. Those who want to download the same may do so, but while submitting the offer, separate Demand Draft (DD) for ₹5,202/- (Rupees Five Thousand Two Hundred and Two Only) 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 sale of tender document is 28.01.2012 upto 4 PM. The date for submission of the tender to the Office of the undersigned is on or before 30.01.2012 by 2 PM, Part I & Part II of the Tender will be opened on the same day by 3 PM in the presence of the tenderers available.

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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Cost of Tender Document : ₹ 5,202/- Inclusive of KVAT& Cess

Sale of Tender Document : Upto 4.00 PM on 28.01.2012

Submission of Tender : Upto 2.00 PM on 30.01.2012

Opening of Tender (Part-I) : By 3.00 PM on 30.01.2012

Earnest Money Deposit (EMD) : ₹ 3,00,000/- (Rupees Three Lakh 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 : **28.12.2011**

NOTICE INVITING TENDERS

Sealed tenders with tender reference superscribed on the envelope are invited from Transport contractors for Collection and Transportation of Limestone from the mines of M/s. Tamil Nadu Minerals Limited (TAMIN) Ariyalur, Perambalur District, Tamil Nadu to the Works of M/s.Malabar Cements Limitedd (MCL), Walayar, Palakkad Dist. Kerala State. The period of contract shall be One year from date of release of order. However, on satisfactory performance, the contract can be extended for one more year if the company desires. Other terms and conditions are as detailed below:

I. GENERAL INSTRUCTIONS

- a.** The tender should be addressed to the Managing Director, Malabar Cements Limited, Walayar Post, Palakkad, Kerala, India-678624.
- b.** Any offer made in response to this tender, when accepted by Malabar Cements Limited (MCL), Walayar, Palakkad will constitute a contract between the parties by issuing a Purchase Order/ Work Order.

II. SUBMISSION OF TENDER:

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

Signature of the Tenderer with Seal

- b.** Tender is to be sent in 2 parts, i.e. Part-I (Commercial Bid) and Part-II (Price Bid) in separate sealed envelopes in the manner prescribed below:

Both the above Two Envelopes shall be put in a common sealed envelope, superscribing the Tender Number and Date, addressed to the Managing Director, Malabar Cements Limited, Walayar Dam Post, Palakkad- 678 624.

- c.** In the event of the tender being submitted by a firm, it must be signed by the authorized signatory of the firm.
- d.** Tenders received after the specified time and date will be summarily rejected and we shall not be responsible for any postal delay. Tenders could be submitted to the Office of Personal Secretary to Managing Director available in the 1st Floor of our Registered Office at Walayar.
- e.** Tenders, not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.

III. EARNEST MONEY DEPOSIT

Tenderers are required to remit an Earnest Money Deposit of ₹3,00,000/- (Rupees Three Lakh Only) in the form of a Demand Draft drawn in favour of Malabar Cements Limited, payable at Palakkad, Kerala. Cash/Cheque/Deposit Receipt/Bank Guarantee will not be accepted. Any existing amount available with MCL in any form will not be adjusted against the Earnest Money Deposit for this tender.

- a.** Earnest Money will be forfeited, if the rates are enhanced from their original quoted rate after submitting the tender (during the validity period or extended period) or the order is not executed after acceptance of order. Tenders received without EMD will not be considered. E M D should be submitted in a separate sealed cover superscribing E M D and Tender Number along with Part-I of the offer.
- b.** If any Tenderer backs out after the Company has accepted his tender, it will be considered as default and the EMD will be forfeited by the Company.

- c. The Earnest Money Deposit will be refunded by way of Cheque to the unsuccessful tenderers as quickly as possible after the tender is finalised. The EMD of successful tenderer(s) will be refunded on receipt of Security Deposit.
- d. The Earnest Money Deposit will not bear any interest.

IV. 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 tender of those tenderers, which are getting qualified as per Eligibility Criteria given in Part-I only will be opened on a subsequent date. Those qualified tenderers will be informed of the time and date of the Part-II 'Price Bid' opening separately.

V. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this document, he will be deemed to have understood fully about the requirements of the terms and conditions.

VI. NEGOTIATIONS:

- a. Tenderers are advised to quote the lowest price, as price negotiation will be carried out only if required and that too with Lowest bidder (L1) only. L1 will be required to attend the negotiation, if company so desires, at our Company office at Walayar on a date convenient to the Company. The date of negotiation as fixed by MCL will be final and binding on the tenderer.

VII. VALIDITY OF OFFER:

In consideration of the Tenderer being allowed to quote for the work, he shall keep the tender FIRM for a period of 3 months from the date of opening of the tender during which period or till the tenders are decided, whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the Earnest Money Deposited by the tenderer.

VIII. SECURITY DEPOSIT:

- a.** Successful tenderer will be required to pay an amount equivalent to 5% of 3 Months order value towards Security Deposit for due performance of the contract.
- b.** 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.
- c.** 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. Such Bank Guarantee shall be kept valid till the expiry of the Contract.
- d.** The Security deposit will not bear any interest. Successful tenderer shall have no due pending to the company and in case of any such due pending to the Company by the tenderer, 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.
- e.** The Security deposit shall be liable to be forfeited, should the successful tenderer either fail to deliver as per the contractual terms or fails to fulfil his dues to MCL. This will be in addition to the Company's right to make alternate purchase from the open market by tender or by any other mode of purchases at the risk and cost of the supplier.

- 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. The Company is also empowered to deduct from the Security deposit or any other outstanding amount due to the tender for the production loss incurred to it due to delayed/ non-supply of Fly ash by the tenderer.

IX . 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 number of firms, subject to match L1 negotiated rate.

iii) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as MCL may think fit.

iv) a. To place adhoc order simultaneously or at any time during the period of contract with one or more supplier(s)/tenderer(s) for such quantity as MCL may think fit.

b. MCL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

c. The 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.

For MALABAR CEMENTS LIMITED,

MANAGING DIRECTOR

MALABAR CEMENTS LIMITED

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Tender No. **MT/02/PRT/632/2011**

Date : **28.12.2011**

PART-I

COMMERCIAL BID

A. SCOPE OF WORK:

- a.** The work include Collection of Limestone from the mines of M/s.Tamil Nadu Minerals Limited (TAMIN) Ariyalur, Perambalur District, Tamil Nadu and Transportation of the same to the Works of M/s.Malabar Cements Limited (MCL), Walayar, Palakkad Dist. Kerala State. Approximate quantity to be transported is 10,000 MT per month.
- b.** Loading of Limestone at Ariyalur will be undertaken by TAMIN, whereas unloading of the same from the lorries at our works at Walayar will be undertaken by us.

B. ELIGIBILITY CRITERIA TO PARTICIPATE IN THE TENDER ARE:

- 1.** The Tenderer to own atleast Four Trucks and also have another Four Trucks in his command to be placed for transportation of limestone from TAMIN, Ariyalur to MCL Walayar.
- 2.** All the trucks should have interstate permit for transportation of limestone from Ariyalur to Walayar to avoid stoppage at Check Posts enroute. Those trucks which are not having interstate permit the same has to be taken before award of the contract and an undertaking to this effect has to be enclosed with Part-I of the Tender.

3. If the tenderer is an individual (proprietary concern) the ownership of the trucks shall be in the name of the individual. If the tenderer is a Partnership firm, the ownership of the trucks shall be in the name of the firm or in the name of the partners of the firm. If the tenderer is a society or association or a Company, the ownership of the trucks shall be in the name of the Society or Association or Company itself and shall not be in the name of its members.

In the event of the tender being submitted by a Partnership firm/ Company it must be signed by the authorized signatory of the Firm/ Company. If the tenderer is a Partnership Firm, copy of the Partnership Deed duly attested by the Notary Public to be enclosed. If the tenderer is a company registered under the companies Act of 1956, the following particulars should be furnished:

- a. Corporate identity number (CIN)
- b. Address of the registered office.
- c. The Registrar of companies (ROC) under whose jurisdiction the company situates.
- d. PAN and Service Tax Registration details.
- e. Copy of Memorandum and Articles of Association to be enclosed.
- f. Tenderer also has to indicate the members of the present Board of Directors.

As proof of ownership, **the photocopies of the relevant pages of the RC book and the insurance papers duly attested by a Gazetted Officer shall be enclosed along with the Part I and the originals to be produced for verification at the time of tender opening**

4. The tenderer should have minimum 3 years experience in handling and transporting commodities in bulk. Proof/documentary evidence to be enclosed (Order Copies and/or Experience Certificate of recent past)in the Commercial Bid (Part-I) in this regard
5. The Transporters who have failed to fulfil contractual obligations earlier will not be considered on any account.
6. Black listed parties will not be considered on any account.
7. The Part-II – Price Bid of tenderers who are meeting all the above criteria only will be opened and tenders not meeting even any one of the above conditions will not be opened and processed.

C. OTHER CONDITIONS:

- 1.** Unloading of the same at our works will be undertaken by us. we reserve the right to increase or decrease the quantity to be transported in accordance with our production requirements for which advance intimation will be given in writing. Excess/ Short supply from the scheduled quantity is permitted only against such written intimation.
- 2.** For the operation, it is necessary that you shall post your representative at TAMIN, Ariyallur for prompt dispatch of material.
- 3.** There is no assurance for the continuity of the work. The quantity to be lifted/ transported is dependent upon the market demand of Cement, running of Mills and Storage space available and can vary widely. MCL has the liberty to suspend supplies at One-day's notice. MCL also reserves the right to terminate the supplies by giving 15 days advance notice.
- 4.** If the performance of the work is not satisfactory, we have the right to forfeit the Security Deposit remitted in our favour with an option to claim further damages if any, from the Contractor.
- 5.** The rate quoted by the tenderer shall be based on the present Diesel price prevailing at Coimbatore i.e. ₹44.14 per Litre. However, the rates for transportation shall be revised upwards/downwards based on increase /decrease in diesel price effected during the tenure of the contract. We shall apply the following formula for fixing the revised freight charges.

Increase/Decrease in Transportation Rate = "2.5 Paise x Distance of One way Direction in Kms x Increase / Decrease in Cost of HSD ÷ by 100".

However, the price of HSD prevailing at Coimbatore only will be considered for applying this formula.

One way distance from TAMIN, Ariyallur to MCL, Walayar is 305 Kms.

- 6.** The weighment as recorded on our weighbridge shall be final and binding on the Contractor.

In case there is shortage in weighment recorded at MCL Walayar, the cost of short delivered material also will be recovered from the net transportation charges payable.

However, we shall allow a tolerance of minus 1% in the weighment of material recorded at the Weigh bridge recorded at TAMIN and MCL Walayar to take care of the variation in weight from weighbridge to weighbridge (on a fortnightly basis).

If the weighment is found more than minus 1%, the cost of short delivered material will be recovered from the bill.

7. The Contractor shall cover the loaded trucks with tarpaulin to avoid ingress of moisture in transit during rainy season.

8. Timely delivery is the essence of the contract. If the contractor fails to supply the material as per our schedule due to the reasons attributable to the contractor, the contractor shall be liable to pay Liquidated Damages (LD) @ ₹10/- per MT on the undelivered quantity. The penalty will be considered on total quantity of material undelivered on a monthly basis. However, a variation of $\pm 10\%$ shall be allowed in the scheduled quantity in every month for calculation of penalty. If there is any problem regarding availability of material, the same shall be intimated to the Company in writing by the Contractor, in such cases the shortfall in transportation on account of the above reasons will not be penalized. If there is any production loss due to failure of the contractor to transport sufficient quantity of material for reasons attributable to you, such losses will be recovered from you. We are also at the liberty to cancel the whole/ part of the order in the event of failure on the part of the contractor in effecting supplies as specified.

9. If any time during continuance of the contract, it becomes impossible by means of war or war like operations, strike, riots, lockouts, civil commotion epidemical sickness, pestilence, earth quake, storm, fire or floods, you shall during the continuance of such contingencies not to be bound to execute the contract. The supply shall be resumed immediately after contingency(s) has ceased or otherwise determined and your obligations shall continue to be in force for the correspondingly extended period after resumption of execution. You shall inform us by Registered post about such acts as and when they occur.

10. The bidders shall quote their rates per Metric Tonne for the work in the schedule of the Price bid indicating the quantity, which can be transported per month.

11. You should enclose a copy of your PAN otherwise, Income tax at penal rate as per rules will be deducted at source for which TDS certificate will be issued after the close of the financial year. Moreover, any new levies imposed by government, during the tenure of the contract, the same will be borne by the tenderer only. Tenderers are required to furnish their PAN details in all bills/invoices as it is mandatory as per IT rules.

12. Payment for the transportation will be made against receipt of the bill fortnightly for the quantity accepted by us as per our records (Goods Receipt Note).

13. Service Tax and Education Cess, if applicable on any of the service other than transportation will be paid extra. For claiming Service Tax and Education Cess, the contractor shall furnish serially numbered invoices in duplicate which shall contain the following particulars:

- a.** Name and address of the Service provider.
- b.** Our complete address.
- c.** Registration number of the service provider.
- d.** Nature and classification of service.
- e.** Amount of Taxable service.
- f.** Amount of service tax.
- g.** Amount of Education cess. (to be shown separately)
- h.** Amount of Secondary & higher education Cess (To be shown separately)
- i.** The Name and Address of the Central Excise Commissionerate/ Division/Range(to be shown separately)
- j.** A Xerox copy of quarterly/ monthly remittance challan of Service Tax (To be enclosed along with bill)

For claiming transportation charges, the Contractor has to issue consignment note, which should be serially numbered containing the following particulars:

- i.** Name of the consignor and consignee
- ii.** Registration number of the goods carriage in which the goods are transported
- iii.** Details of goods transported
- iv.** Details of the place of origin and destination and
- v.** Person liable for payment of Service Tax.

In the Consignment note the following declaration has to be given:

“No CENVAT credit of input and capital goods used has been availed for providing the services.”

A separate statement showing the particulars should be given:

- i.** No CENVAT credit by duty on inputs or capital goods or the CENVAT credit of Service Tax on input services, used for providing such taxable service has been taken under the provisions of the CENVAT credit rules, 2004, and
- ii.** We have not availed the benefit under the notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 12/2003- Service Tax dated the 20th June 2003 (GSR503(E) dated the 20th June 2003).

In case any change/amendment is implemented by the Government, which requires any compliance by the contractor in respect of the Service Tax, the contractor shall oblige those compliances.

14. The period of contract shall be initially for ONE year from the date of issue of Work Order, which is likely to be extended for further period of ONE year subject to the performance of the contract, if company desires.

15. There is no undertaking that the lowest tender will be accepted. The company reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

16. The Price Bid of those tenderers who are not qualified in the Commercial Bid (Part-I), will be returned to them in un-opened, immediately on completion of tender by registered post citing the reason for rejection of their tender.

17. The legal jurisdiction of the contract shall be the competent court at Palakkad, Kerala only.

For MALABAR CEMENTS LIMITED,

MANAGING DIRECTOR

I/We agree to the above terms and conditions of the tender and quote the rates in Part-II of the tender attached for the Transportation of material from TAMIN, Ariyallur.

Date:

Signature of the Tenderer
Name and Full Address

Details of DD Enclosed:

Signature of the Tenderer with Seal

PART II
PRICE BID

Tender No. **MT/02/PRT/632/2011**

Date : **28.12.2011**

The Managing Director
Malabar Cements Ltd,
Walayar, Palakkad.

Sir,

Transportation of Limestone from M/s.Tamil Nadu Minerals Limited (TAMIN), Ariyallur conforming to the specifications and terms and conditions as envisaged in Part-I of the tender to Malabar Cements Ltd, Walayar, Palakkad as detailed below:

Particulars	Amount in ₹ per MT
Transportation charge from TAMIN, Ariyallur to Walayar with all incidental expenses	
TOTAL:	
In words:	
One way distance from TAMIN to Walayar: (in KM)	305 Kms
Quantity that can be Transported /month (in MT's)	

Diesel price considered for the above transportation charge is ₹44.14 Per litre prevailing at Coimbatore.

Place:
Date:

Signature:
Tenderer's Name and
Full Address:

Signature of the Tenderer with Seal