

MALABAR CEMENTS LIMITED
(A Govt. Of Kerala Undertaking)
WALAYAR 678624, PALAKKAD, KERALA

Website : www.malabarcements.com

Ph : 0491 – 2862266 / 373/374

Tender No. MT/02/PRT/ 536 /2008

Date : 23.07. 2008

TENDER NOTICE

TRANSPORTATION OF ALUMINOUS CLAY

Sealed competitive offers are invited from reputed fleet owners who possess atleast 3 trucks of their own and also another three trucks in their command to be placed to undertake collection and transportation of Aluminous clay from the NEELESHWARAM mines of M/s Kerala Clays & Ceramic Product Ltd, Kannur to our works at Walayar.

Interested parties may purchase tender documents from the office of the undersigned against payment of Rs. 2252.50 (inclusive of KVAT 12.5% and Cess on VAT @ 1%) by way of Demand Draft favouring MALABAR CEMENTS LIMITED, payable at Palakkad or cash. The tender document is also available in company's website. Those who want to download the same may do so, but while submitting the offer, separate DD for Rs. 2252.50 favoring Malabar Cements Ltd, payable at Palakkad towards cost of the tender document shall be enclosed in the tender in addition to the DD towards EMD. The last date for sale of tender document is 16.08.2008 upto 4 pm. The date for submission of the tender to the office of the undersigned is on or before 18.08.2008 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.

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.

GENERAL MANAGER (WORKS)

MALABAR CEMENTS LIMITED
WALAYAR DAM POST, PALAKKAD 678624

Tender No. MT/02/PRT/ 536 /2008

Date : 23.07. 2008

A. NOTICE INVITING TENDERS

Sealed tenders with tender reference superscribed on the envelope are invited from Transport contractors for the collection and transportation of Aluminous Clay from the mines of M/s Kerala Clays & Ceramic Product Ltd, Kannur to our Works at Walayar, Palakkad District. The period of contract shall be for ONE year from date of release of order. Other terms and conditions are as detailed below:

01. The Tenders are invited in two parts: Part – I (Technical & Commercial Bid) and Part – II (Price Bid).
 02. Initially the Part – I Technical & Commercial Bid only will be opened. The technical requirements for qualifying for the opening of Part –II (Price Bid) are specified in the Part I itself in Section – A.. The Part II of the technically qualified tenders only will be opened for further processing.
 03. The bidders shall quote their rates per MT for the work only in the Price Bid (Part-II) attached .The rate quoted shall conform to Road transport regulations in respect of tonnage carried in each truck and other relevant rules.
 04. The tenderer should furnish an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only) by crossed Demand Draft in favour of Malabar Cements Limited payable at Palakkad. EMD to be furnished in the Part I only. Request for adjusting EMD against pending payments or Security Deposit lying with the company against the existing contract, if any, will not be considered. Tenders without EMD will not be considered.
 05. Part – I (Technical & Commercial Bid) and Part II (Price Bid) are to be submitted in separate sealed superscribed envelopes. It has to be superscribed specifically Part – I (Technical & Commercial Bid) and Part – II (Price Bid). Each page of the Part I and Part II are to be signed as token of acceptance of the terms and conditions. Both the envelopes (Part I and Part II) are to be put in a common envelope sealed and superscribed.
- Completed Tender as above to be submitted to the Office of the Managing Director, Malabar Cements Limited, Walayar, Palakkad 678 624 to reach us on or before 18.08.2008 by 2 pm. The Technical & Commercial Bid (Part – I) will be opened at 3 pm on 18.08.2008 in the presence of the tenderers or their authorized representatives available. No extension of time will be granted for submission of tender under any circumstances. Part – II of the offers of those which are getting qualified as per clauses specified, only will be opened on a subsequent date. Those qualified tenderers will be informed of the time and date of opening of Part II.

For MALABAR CEMENTS LTD

GENERAL MANAGER (WORKS)

MALABAR CEMENTS LIMITED
WALAYAR DAM POST, PALAKKAD 678624

Tender No. MT/02/PRT/ 536 /2008

Date : 23.07. 2008

PART – I - TECHNICAL & COMMERCIAL BID

A. TECHNICAL REQUIREMENT

1.0 SCOPE OF WORK

a) The work includes collection and transportation of Aluminous clay from the NEELESHWARAM mines of M/s Kerala Clays & Ceramic Product Ltd, Kannur to our Works at Walayar, Palakkad District, Approximate quantity to be transported is 1800 MT per month.

b) Loading of Aluminous clay at KCCPL will be arranged by them whereas unloading of the same from the lorries at MCL Walayar will be undertaken by us.

2.0 The Eligibility Criteria to participate in the Tender are:

(i) The Tenderer to own atleast three trucks and also have another three trucks in his command to be placed for transportation of Aluminous clay from KCCPL, Kannur.

(ii) All the trucks should have Kerala State registration for transportation of Aluminous clay within Kerala. Those who are not having Kerala registration are to transfer the registration to Kerala registration before award of the contract and an undertaking to this effect has to be enclosed along with the Part I of the Tender.

(iii) 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 registered partnership firm or in the name of the partners. If the firm is not registered in the case of partnership firm, they should atleast have applied for registration before the submission of the tender and subsequently they have to furnish a copy of the Regd. Partnership deed to the company. If the tenderer is a company, the ownership of the trucks shall be in the name of the company. Further they have to furnish the following details:

1. Corporate Identity Number (CIN)
2. Address of the Regd. Office of the Company and
3. The Registrar of Companies under whose jurisdiction the company situate.

If the tenderer is a society or association, the ownership of the trucks shall be in the name of the Society or Association itself and shall not be in the name of its members.

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.

(iv) The tenderer should have minimum 2 years experience in handling and transporting commodities in bulk. Proof/documentary evidence to be enclosed in the Technical Bid in this regard.

3.0 The Part-II – Price Bid of tenders of 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.

B. COMMERCIAL CONDITIONS

01. The quantity of Aluminous clay to be transported will be as per the monthly schedule to be given then and there. 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.

The tenderers are advised to visit the mine site at Neeleswaram and familiarize with the site conditions before quoting for the work.

02. The period of contract shall be ONE YEAR from the date of release of the Work Order. However, on satisfactory performance, the contract can be extended for further period on mutual consent

03. Timely delivery is the essence of the contract. If the contractor fails to transport the material as per the schedule due to the reasons attributable to him, he is liable to pay a penalty of Rs.10.00 per MT on the undelivered quantity during each month. 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 or its extraction, the same shall be intimated to the company in writing by the contractor and if the shortfall in transportation is on account of such reasons not attributable to the contractor, the penalty will be waived. We are also at liberty to cancel whole or part of the order in the event of failure on the part of the contractor in effecting supplies as specified.

04. Taxes and duties if any applicable, will be paid extra at actuals. However, relevant documents/details to avail benefits from Excise/sales Tax Authorities shall be furnished by the contractor as required by the company. In case of any shortfall in realization of credit/benefits by the company due to non furnishing of relevant documents/details, the shortfall in realization would be recovered from the contractor's bills.

05. The rate quoted by the tenderer shall remain firm during the period of contract. However, the rates shall be revised upwards/downwards based on increase /decrease in diesel price. The following formula shall be applicable, in the event of variation in cost of HSD during the tenure of the contract.

" $2.5 \text{ paise} \times \text{distance in one way direction in KMs} \times \text{increase / decrease in cost of HSD} \text{ divided by } 100$ ".

However, the lowest price of HSD prevailing at that point of time only will be considered for applying this formula.

06. a) The tenderer whose tender is finally accepted shall have to remit 5% of THREE MONTHS value of the order towards interest free Security Deposit for satisfactory performance of contract. The security deposit shall be furnished by way of DD or Bank Guarantee as per our proforma. Such Bank Guarantee shall be valid till the expiry of the contract. On failure to furnish the security deposit as above, EMD will be forfeited and contract will be terminated.

b) In case of failure on the part of the 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 the tenderer.

c) The EMD will be refunded immediately on receipt of security deposit. The EMD of unsuccessful tenderers will be refunded after the tender is finalized. The EMD will not bear any interest.

07 The company reserves the right to apportion the work to one or more contractors.

08 The contractor will be fully responsible for the safety of the material while in his custody and any loss incurred by us shall be reimbursed to us. The trucks will have to be covered properly with tarpaulin so as to avoid ingress of moisture in the material enroute.

09. For the purposes of calculation of freight payable, the weightment of material transported shall be as recorded in our weighbridge at Walayar

10 In consideration of the tenderer being allowed to quote for the work, he shall keep the tender firm for a period of three 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 for the work.

11. Payment for the work will be made by way of crossed account payee cheques fortnightly against receipt of the contractor's bill. Payment will be made only for the quantity delivered and accepted by our stores by way of RMRNs. The transporter has to issue Consignment note which should be serially numbered containing the following particulars.

- i) Serial Number
- ii) Name of the consignor and consignee
- iii) Registration number of the goods carriage in which the goods are transported
- iv) Details of goods transported
- v) Details of the place of origin and destination and
- vi) 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 (GSR(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.

12. Income tax will be deducted at source at the applicable rate for which TDS certificate will be issued after close of the financial year. The tenderer should furnish PAN.
13. The contractors shall ensure that the lorries carry only the permissible weight as per the Registration of the vehicles and shall be responsible for any violation.
14. The Safety/Security Rules and regulations prevailing at the Mines of M/s. KCCPL and MCL should be observed by the drivers of the vehicles which enter and move inside the concerned factory premises. The Contractor shall also indemnify the company against any expenses or penalties incurred by the company due to non compliance of any act or Rules in force.
15. There is no assurance for the continuity of work. We reserve the right to suspend or Terminate contract at any time during pendency of the contract by giving prior notice to the Contractor.
16. The legal jurisdiction of the contract shall be the competent Court at Palakkad only.
17. 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.

The tenderer to sign each page of the tender document in addition to the specified places. The tenders sealed and superscribed shall be submitted on or before 18.08.2008 by 2 pm. The

tenders will be opened on the same day at 3 pm in the presence of the tenderers who are available at the time of opening.

GENERAL MANAGER (WORKS)

I/we agree to the above terms and conditions of the tender and quote the rates given under:

Date:

SIGNATURE OF THE TENDERER
NAME & FULL ADDRESS :
PHONE NO.

**PART II
PRICE BID**

Tender No. MT/02/PRT/ 536 /2008

Date : 23.07.2008

To

General Manager (Works),
Malabar Cements Limited,
Walayar P.O.,
Palakkad-678 624

Sir,

Collection and transportation of Aluminous clay from the NEELESHWARAM Mines of M/s. Kerala Clays & Ceramic Products Ltd., KANNUR to the Works of M/s. Malabar Cements Ltd., Walayar with all incidental charges.

Rs. /MT

In words)

The one way distance in KM from Neeleshwaram mines to MCL Walayar is 317 KM

Diesel price considered for the above rate is Rs. 37.63 per litre prevailing at Palakkad.

Date:

SIGNATURE :
TENDERERS NAME &
FULL ADDRESS:

Details of DD enclosed.