

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

Website : www.malabarcements.com Ph : 0491 – 2862266 / 373/374

TENDER NOTICE

No. MT/02/PRT/ 537 /2008

Date : 30.07.2008

Sealed superscribed competitive offers are invited from the transporting contractors having atleast three closed pneumatically operated bouser tankers of their own for collection and transportation of dry fly ash from Tamil Nadu Newsprint and Papers Ltd., Kagithapuram to the Works of M/s. Malabar Cements Ltd., Walayar Palakkad, Kerala State for a period of one year.

Interested parties may purchase tender documents from the office of the undersigned against payment of Rs. 2252.50 (Rupees Two thousand two hundred fifty two and ps fifty only (inclusive of KVAT @ 12.5% and Cess @ 1% on KVAT) by way of Demand Draft favouring MALABAR CEMENTS LIMITED, payable at Palakkad or by 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 towards cost of Tender document favoring Malabar Cements Ltd, payable at Palakkad shall be enclosed in the tender in addition to the DD towards EMD. The last date for sale of tender document is 21.08.2008 upto 4 pm. The date for submission of the tender to the office of the undersigned is on or before 22.08.2008 by 2 pm. Part I of the tender shall 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 P.O. PALAKKAD - 678 624

TENDER DOCUMENT FOR

Collection and Transportation of Dry Fly Ash from M/s. Tamil Nadu News Print and Papers Ltd., Kagithapuram to the Works of M/s. Malabar Cements Ltd Walayar

Tender No. MT/02/PRT/ 537 /2008

Date : 30.07.2008

Cost of tender document : Rs. 2252.50.00 (inclusive of Sales Tax)

Sale of tender document : Upto 4 pm on 21.08.2008

Submission of tender : On or before 2 pm on 22.08.2008.

Opening of tender (PART I) : By 3 pm on 22.08.2008

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

We shall not be responsible for any postal delay.

GENERAL MANAGER (WORKS)

MALABAR CEMENTS LIMITED
WALAYAR DAM POST, PALAKKAD 678624

Tender No. MT/02/PRT/ 537 /2008

Date : 30.07.2008

-----A.

NOTICE INVITING TENDERS

Sealed tenders with tender reference superscribed on the envelope are invited from Transport contractors for collection and transportation of dry fly ash from the hoppers/mainsite boilers of Tamil Nadu Newsprint and Papers Ltd., Kagithapuram, Karur by deploying pneumatically operated closed bouser tankers to the Works of M/s. Malabar Cements Ltd., Walayar Palakkad, Kerala State for a period of one year from the 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 22.08.2008 by 2 pm. . The Technical & Commercial Bid (Part – I) will be opened at 3 pm on 22.08.2008 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/ 537 /2008

Date : 30.07.2008

PART – I - TECHNICAL & COMMERCIAL BID

A. TECHNICAL REQUIREMENT

1.0 SCOPE OF WORK

- a) The work include collection and transportation of dry fly ash from the hoppers/mainsite boilers of Tamil Nadu Newsprint and Papers Ltd., Kagithapuram, Karur by deploying pneumatically operated closed bouser tankers to the Works of M/s. Malabar Cements Ltd., Walayar Palakkad, Kerala State. This is to facilitate unloading the material to our silo directly by pneumatic operation. Approximate quantity to be transported is 1500 MT per month.
- b) Loading of Dry Fly Ash at TNPL will be undertaken by them, whereas unloading of the same from the tankers at our works at Walayar will be undertaken by us by pneumatic operation. .

2.0 The Eligibility Criteria to participate in the Tender are:

- (i) The Tenderer to own atleast three pneumatically operated closed bouser tankers to be placed for transportation of Dry Fly Ash from TNPL Kagithapuram to MCL Walayar.
- (ii) If the tenderer is an individual (proprietary concern) the ownership of the tankers shall be in the name of the individual. If the tenderer is a partnership firm, the ownership of the tankers shall be in the name of registered partnership firm or in the name of the partners.
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.

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 placed for verification at the time of tender opening.

- (iii) The tenderer should have minimum ONE year experience in handling and transporting Dry Fly Ash 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. We reserve the right to increase or decrease the quantity to be transported in accordance with our production requirements/availability of material at TNPL for which advance intimation will be given in writing. Excess/short supply from the scheduled quantity is permitted only against such written intimation.
02. For the above operation, it is necessary that you shall post your representative at TNPL, Kagithapuram for prompt despatch of material.
03. There is no assurance for the continuity of the work. We reserve the right to suspend or terminate contract at any time during the pendency of the contract by giving prior notice to the contractor
04. 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. Penalty will not be levied for the shortfall in transportation of the scheduled quantity due to non availability of material or the reasons not attributable to the contractor. 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.

05. The period of contract shall be ONE YEAR from the date of release of the Work Order. However, in satisfactory performance, the contract can be extended for further period on mutual consent.
06. 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 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 in one way direction in KMs x increase / decrease in cost of HSD divided by 100 ".

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

07. 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 for equal amount 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) The EMD will be refunded immediately after receipt of security deposit.
- c) 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.

- 08 The company reserves the right to apportion the work to one or more contractors.
- 09 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 weighment as recorded in our weighbridge shall be final and binding on the contractor For making transportation charges weighment recorded at our weighbridge at Walayar will be considered. In case of any difference is observed in the weighment as recorded at the Weighbridge of TNPL and at our weighbridge at Walayar the cost of the short delivered material will be recovered from the contractor's bills.

However, we shall allow a tolerance of minus 1% in the weighment of material recorded at the weigh bridge at TNPL and MCL WALAYAR to take care of the variation in weight from weighbridge to weighbridge.

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

- 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 in the tender.
- 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 GRNs.
12. The transporter 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.

13. The bidders are advised to visit the Works of TNPL to ascertain the conditions prevailing there, before quoting for the work.
14. Income tax will be deducted at source at the applicable rate for which TDS certificate will be issued after close of the financial year. Moreover, any new levies imposed by government from time to time, same will be borne by the tenderer only. You should provide your PAN / Service Tax details etc. in the tender.
15. The safety/security rules and regulations prevailing at MCL Walayar and TNPL should be observed by the drivers of the vehicles which move inside the concerned factory premises. The contractors also indemnify the company against any expenses or penalties incurred by the company due to non compliance of any act or rules in force.
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 tenders of those tenderers who are involved in litigation with the company will not be considered.

GENERAL MANAGER (WORKS)

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

SIGNATURE OF THE TENDERER

Date:

NAME & FULL ADDRESS :

Details of DD enclosed:

