

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

Website : www.malabarcements.com

Ph : 0491 – 2862266 / 373/374

CORRIGENDUM

Tender No. MT/CGU/PRT/ 582/2010

DATED 18.01.2010

Sub: FOR UNDERTAKING THE CONTRACT WORK OF SILO EXTRACTION, PACKING AND LOADING OF CEMENT INTO TRUCKS, TARPULIN COVERING AND TYING AND UNLOADING/LOADING OF RAW MATERIALS, STORES AND SPARES ETC. AT THE CEMENT GRINDING UNIT AT PALLIPPURAM, CHERTHALA, ALLEPPEY DISTRICT

The due date for submission of tender for the subject work has been extended upto **06.04.2010** by 2 pm. Part –I of the tenders will be opened on the same day by 3.00 pm. All other terms and conditions of the above tender remain the same.

Please visit our website for tender documents and other details - Search Window no. T582

MANAGING DIRECTOR

MALABAR CEMENTS LIMITED
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WALAYAR 678624, PALAKKAD, KERALA

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

TENDER NOTICE

No. MT/CGU/PRT/ 582/2010 DATED 18.01.2010

Sealed superscribed competitive offers are invited for the following:

FOR UNDERTAKING THE CONTRACT WORK OF SILO EXTRACTION, PACKING AND LOADING OF CEMENT INTO TRUCKS, TARPAULIN COVERING AND TYING AND UNLOADING/LOADING OF RAW MATERIALS, STORES AND SPARES ETC. AT THE CEMENT GRINDING UNIT AT PALLIPPURAM, CHERTHALA, ALLEPPEY DISTRICT

Interested parties may purchase tender documents from the office of the undersigned against payment of Rs.11757.00 (Rupees Eleven thousand seven hundred fifty seven only) (inclusive of KVAT & Cess 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 08.02.2010 up to 4 pm. The date for submission of the tender to the office of the undersigned is on or before 10.02.2010 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.

MANAGING DIRECTOR

MALABAR CEMENTS LIMITED
WALAYAR P.O. PALAKKAD - 678 624

***TENDER DOCUMENT FOR UNDERTAKING THE CONTRACT WORK OF SILO
EXTRACTION, PACKING AND LOADING OF CEMENT INTO TRUCKS, TARPAULIN
COVERING AND TYING AND UNLOADING/LOADING OF RAW MATERIALS,
STORES AND SPARES ETC. AT THE CEMENT GRINDING UNIT AT PALLIPPURAM,
CHERTHALA, ALLEPPEY DISTRICT***

No MT/CGU/PRT/ 582/2010	DATED 18.01.2010
Cost of tender document	: Rs.11757.00 (inclusive of KVAT & Cess on KVAT)
EMD	: Rs. 1 lakh
Sale of tender document	: 08.02.2010 Upto 4 pm on
Submission of tender	: On or before 2 pm on 10.02.2010 .
Opening of Tender (PART I only)	: By 3 pm on 10.02.2010

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.

MANAGING DIRECTGOR

MALABAR CEMENTS LIMITED

WALAYAR P.O. PALAKKAD - 678 624

Tender No. MT/CGU/PRT/ 582/2010

Date: 18.01.2010

1. We are pleased to invite competitive tenders for undertaking the following works at our cement grinding unit at Pallippuram, Cherthala, Alleppey Distr.
 - a) Silo Extraction, Packing and Loading of cement into trucks(including tarpaulin covering and tying) and shifting & stamping of packing materials (including cleaning of total area of packing house and the equipments).
 - b) Unloading of all the raw materials, packing materials, stores & spares etc.
 - c) Loading of packing materials, scrap, waste oil, stores & spares etc. into trucks.

Interested parties may apply with copies of the following documents duly attested by notary public:

- i) ESI Registration as per ESI Act 1948.
- ii) Provident Fund Registration under PF and MP Act 1952
- iii) Licence under Contract Labour (Regulations and Abolition) Act 1970
- iv) Atleast three years experience in undertaking similar loading and unloading work in State/Central/Departments/Public Sector undertakings.
- v) Certificate of registration under Service Tax Act.
- vi) Income Tax clearance certificate or IT returns for the past three years.

2.(a) The Tender document is in 2 parts, Part-I Scope of Work and Conditions of Contract and Part-II Price bid. The documents mentioned in para 1 above should be submitted along with Part-I. Part-II, the Price bid of those tenderers meeting the requirements specified above only will be opened for further consideration.

(b) In the event of the tender being submitted by a firm, it must be signed by the authorized signatory of the firm. In the case of a company the tender should be signed by its Managing Director with his / her name along with company's stamp. If the company's registered under the company's Act, the following particulars should be furnished.

- a) The Corporate Identity Number (CIN)
- b) Address of the registered office of the company, and
- c) The registrar of companies (ROC) under whose jurisdiction the company comes.
- d) PAN & Service Tax registration number

3. The tender should be accompanied by Earnest Money Deposit of Rs.1,00,000/- by Demand Draft drawn in favour of Malabar Cements Ltd., payable at Palakkad. The Demand draft shall be kept in Part-I of the tender. Tenders without EMD will not be considered. EMD shall be in the form of DD only. Cash/Cheque/Deposit Receipts/Bank Guarantees will not be accepted.

4. The tenderer to sign on each page of the tender document both Part-I and Part-II apart from the specified places. The tender superscribed as 'Part-I' and 'Part-II' shall be in separate sealed covers and put in a common envelope, superscribing the tender reference, to be submitted so as to reach at MCL office at Walayar latest by 2 pm on 10.02.2010. The Part-I of the tender will be opened at 3 pm on the same day. The Part-II Price bid will be opened on a pre-determined date after scrutinizing the documents as furnished in para 1 above after intimating to the eligible tenderers about the date of opening of Part-II. Interested parties can be present for the opening of both Part-I and Part-II of the tender document.

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

For MALABAR CEMENTS LIMITED

Walayar

MANAGING DIRECTOR

Signed by the Tenderer and returned along with Part-I:

Place and Date:

PART I
SCOPE OF WORK AND GENERAL CONDITIONS OF CONTRACT

I.01 Scope of Work:

- I. Silo Extraction, Packing, Loading of cement; and tarpaulin tying, stamping of packing materials and cleaning :
 - a) Silo extraction: Extraction of cement from silo and feeding upto packing plant hopper.
 - b) Packing of cement : You shall arrange to shift the required number of empty bags from the bags godown for packing, feed the stamped bags to the packing machine and packing of cement as directed by the packing plant incharge.
 - c) Loading of Cement:
 - i) You shall arrange to load the cement bags into the trucks earmarked to various destinations, at our Cement Grinding Unit at Cherthala. The loading will be done round the clock in all 3 shifts or as required. Depending on requirement the company shall restrict the loading works for A, B or C shifts. Average loading normally expected per day will be in the range of 500 MT on an average. However, the quantity may vary depending on the availability of raw materials, bag, power and any other factors beyond our control, market condition and the placement of trucks. You have to mobilize sufficient number of labourers in each shift as and when required to carry out the job.
 - ii) Tarpaulin tying: Covering of loaded trucks with tarpaulin and tying the same is also included in the scope of work.
 - iii) The Company will be taking empty trucks in batches normally to load 10 tonnes in one truck. If need arises, you will have to arrange loading of cement which may be more than 10 tonnes or less than 10 tonnes DEPENDING upon the carrying capacity of the truck concern.
 - iv) The contractor shall arrange required labourers for loading of cement including for silo extraction and Packing machine at the required rate of loading as desired by the company.

- v) The contractor shall arrange required labourers for keeping the loading equipments & packing machine (the total area of Packing Plant) including silo extraction point in clean condition during operation. The spilled cement has to be collected and taken to belt bucket elevator and fed to the elevator as directed by the Packing Plant In-charge.

d) Stamping of packing materials:

The packing materials need to be stamped for packing and you have to provide the required labourers and carryout the work as directed by the Packing Plant in-charge.

The following stamping need to be made as per the directions of the officer concerned. The stamping should be done clearly & legibly.

- i) Week No.
- ii) Year
- iii) Crossing of the bags
- iv) Price changes, if any.
- v) Others, if any

II. Unloading of raw materials; Packing materials, stores & spares from trucks: :

a) Raw materials:

- i. Unloading of gypsum: Unloading of gypsum from the trucks at the specified place is to be undertaken by you. The approximate quantity of gypsum to be unloaded per month is 500-600 MT. However, the quantity may be vary depending on our requirement.
- ii. Unloading of other Raw materials: Company has automatic truck unloading system at the Cherthala Grinding Unit. However, if it becomes necessary, you shall arrange to unload raw materials such as clinker, fly ash, slag etc. at the appropriate places earmarked for the purpose.

The unloading should be very proper and should be without any residual material.

b) Packing materials, Stores & Spares etc.

Packing materials in various categories, viz. Paper bags, PP Bags and LP Bags required for packing of 15000 – 20000 tonnes of cement per month and spare parts and stores, consumables, etc. received at our stores are to be unloaded from the trucks and stacked at the bags godown/stores as directed by the Stores In-charge. The arrival of these materials are at random. You should organize and keep your labourers ready to unload the material as and when the load is

arrived without loss of time whenever required. While unloading, proper attention should be given for not causing any damage to the bags or trucks or to any of the company property. If any damage/loss is caused to any of the trucks or/& labourers or company property, you are bound to make good the loss by way of proper compensation.

III. Loading of Packing materials, scrap, waste oil, stores and spares etc. into trucks.

As and when required, the materials viz. packing materials, scrap materials, waste oil, stores & spares etc. are to be loaded into trucks either on transfer to Walayar or for disposal. You shall arrange to provide the required number of labourers for carrying out the work as per the instruction of the Stores in-charge or the Officer concerned. This is not a continuous or regular work. However, you shall organize the labourers without any delay at short notice.

- 1.02 The contractor shall ensure good and proper behaviour and working of the labour employed by him. They shall observe and comply with orders and rules pertaining to the general discipline of the factory from time to time. The entry and exit of contractor's workmen in the factory premises shall be restricted as property the working hours scheduled. They will have no claim in future for carrying out the job in part or in full, in case another contractor is appointed for the work.
- 1.03 Truck despatch depends on the receipt of order for truck loading of cement and the arrival cannot be exactly predicted. However, there would be tentative weekly schedule of dispatch. The contractor may collect advance information from the officer concerned or his authorised representative regarding weekly despatch schedule. As regards unloading of packing materials, the trucks may arrive at any time including holidays (National & State) and Sundays. Based on the experience on the pattern and arrival of trucks for loading and arrival of trucks with packing materials, the contractor should mobilise required number of workers to complete the work within the stipulated time as directed by the Officer concerned.
- 1.04 Cement packing and loading is the core function of this contract. The arrival of empty trucks for cement loading is quite unpredictable. You should ensure loading of trucks with packed cement and also covering of tarpaulin and tying of it, round the clock. In case any of the shift is suspended due to any reason, the entire truck arrived and reported for loading in the previous shift has to be completed and under no circumstances, the trucks should be kept waiting for supply of packed cement for want of labour. However, you may collect advance information from the officer concerned or his authorized representative regarding dispatch schedule.
- 1.05 If any damage/loss occurs to the trucks or any other company property due to careless handling on the part of your labour, such damage/loss shall be compensated by you.

- 1.06 The Company will not be in any manner responsible for any failure to provide you with work on account of non-arrival of trucks. The arrival of trucks may be at intermittent intervals for which the company has no control. You shall commence the loading immediately on placement of trucks irrespective of the time in the factory, which may take place normally at any time during A, B & C shifts on all days including Sundays and holidays. You shall exercise such supervision and control over the labour for the due and proper performance of the job entrusted to you.
- 1.07 Immediately after the trucks are loaded, trucks will be jointly inspected by your representative and company's representative to clear for movement and only after the Packing House Supervisor is satisfied for tarpaulin tying and that all works are attended properly, then only the truck will be cleared for movement. When such clearance is given, then only your responsibility for loading is discharged.
- 1.08 Penalty Clauses: You shall employ a responsible supervisor/your representative in all the three shifts and ensure that the activities viz. loading of cement, unloading/loading of materials etc. are taking place without any problem as per the schedule or as directed by the company officials concerned. As per our normal schedule, dispatch of cement through truck is for 500 MT per day on an average. In respect of loading and unloading of materials to or from the trucks, the maximum time taken shall be 4 hrs and 8 hrs respectively from the time of reporting.

In the event of stoppage or dislocation of work resulting in waiting of trucks scheduled for either loading or unloading, due to negligence or any reason attributable to you or your labourers or due to the dispute between you and your workmen, you shall be responsible for such stoppage/dislocation in work. In such cases, the company will be at liberty to levy penalty as given below to you for having caused such production loss, stoppage/dislocation in work. Hence you shall always ensure that the labourers employed by you and their activities are properly managed.

(i) Loading of cement : You shall be liable for a penalty of Rs. 25000/- per shift of 8 hrs or Rs. 75,000/- for a full day of 3 shifts if the loading operation is not carried out due to reasons attributable to you or your labourers. If situation continues for a period of three days affecting the scheduled dispatch programme of the company, the company will be at liberty to cancel the contract forfeiting the security deposit paid by you and to go for a fresh contract by engaging some other agency at your risk and cost. It is upto the discretion of the management and the decision of the management in this regard will be final and binding on you.

(ii) Loading of materials & unloading of raw materials: A penalty @ Rs. 100/- per hour per truck shall be levied for waiting of trucks over and above the maximum time limits specified above..

However, in case of labour strike/disputes of the regular employees of the company affecting loading work, natural calamities such as flood, war, storm and disturbances arising out of communal riots, local strike/harthal and sudden demises/murder of local/State/National Leaders leading to agitation and stoppage of work, due consideration will be given and you will not be held responsible. Similarly, in such force majeure conditions, the company will not be held responsible for any compensation for any hold up of works due to general strike or situations beyond its control.

- 1.09 Security Deposit: You should furnish a security deposit of Rs.1 lakh before the commencement of the contract or within 15 days of receipt of the confirmed work order whichever is earlier by way of Demand Draft for satisfactory performance of the contractual obligations. The amount deposited towards security deposit bears no interest and the same shall be released within 3 months from the date of satisfactory completion of the contract after adjusting any amount due to Malabar Cements Limited. The EMD furnished by you will be refunded on receipt of the Security Deposit as per the terms of the work order.
- 1.10 The contractor has to commence the work within 7 days of the award of order accepting the tender, failing which he will lose the claim of the award of the contract and the EMD will be forfeited..
- 1.11 Period of Contract: The period of contract will be 24 months (TWO YEARS) with effect from the date of release of the Work Order. On satisfactory performance, this contract can be extended for further period on mutual consent.
- 1.12 The contractor shall provide the safety equipments wherever required to labourers at his own cost.
- 1.13 The contractor shall be responsible to maintain all records as per statutory regulations such as register showing the details of workers employed and their attendance register showing payments made with signatures in token of the receipt etc.
- 1.14 The wages to the labourers shall be paid regularly and records relating to this shall be produced for verification of the Personnel Dept. of the company. The contractor shall pay wages to his workmen in compliance with the statutory provisions. The wage statements and remittance challan of PF should be submitted along with the bills.
- 1.15 The contractor shall comply with the labour laws in the country for engagement of labourers and other related matters. Male labour shall only be employed for the work.

- 1.16 The contractor shall register the workmen employed by him under ESI Act and proof of remittance of contribution and copies of returns shall be submitted to the Secretarial Department for verification. Similarly, all the provisions of Provident Fund & Miscellaneous Provisions Act shall be complied with by the contractor and the PF remittance details will also be furnished at the Secretarial Department for verification.
- 1.17 The liability of all sorts towards labour like employment injury, accidents etc. as a result of the engagement of labourers rests with the Contractor.
- 1.18 Every labour employed by the contractor should be issued an identity card by contractor with the endorsement by the Officer concerned of Malabar Cements Ltd.
- 1.19 Workmen should be continuously reshuffled so that no employee should be permitted to work continuously for more than 3 months at a stretch. They should surrender the identity card to the management on expiry of the period of their engagement. The labourers engaged by the contractor will have no claim/preference of any kind in the company in any matters.
- 1.20 The contractor shall be responsible for any accident, if it occurs either to him or to his workmen while carrying out the jobs and shall indemnify the company and hold them harmless in respect of all or any expenses arising from any such injury or damage to persons or property as aforesaid in respect of any claim made against any injury or damage under any Statute or otherwise and also in respect of any award for compensation or damages consequent upon such claim.
- 1.21 The contractor shall submit the bills in duplicate on a monthly basis along with proof of remittance of ESI, PF etc. for the previous month to the finance department of the company duly certified by production department/Sales Department at CGU. Payment will be made within a week's time of receipt of duly certified bills in Finance department on the basis of the cement loaded into Trucks in MT (calculated based upon the No. of cement bags loaded of 50 Kg. each) after deducting Income Tax and other statutory dues as applicable from time to time.
- 1.22 In consideration of the tenderer being allowed to quote for the work, he shall keep the offer valid & 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.
- 1.23 The rate quoted by the tenderer shall be firm and fixed during the pendency of the contract.
- 1.24 Service tax and cess thereon at applicable rate will be paid extra which at present is 10.30%.The contractor shall furnish serially numbered invoice in duplicate which shall contain the following particulars:-

- 1 Name and address of the Service provider.
 - 2 Our complete address.
 - 3 Registration number of the service provider.
 - 4 Nature and classification of service.
 - 5 Amount of Taxable service.
 - 6 Amount of service tax.
 - 7 Amount of Education cess.
 - 8 Amount of Secondary & Higher Education Cess (to be shown separately)
 - 9 The name and address of the Central Excise Commissionerate/Rang/Division (to be shown separately)
- 1.25 Income tax will be deducted at source for which TDS will be issued. Tenderer to furnish the PAN details, which is mandatory..
- 1.26 The legal Jurisdiction of the contract will be the competent Court at Palakkad only.
- 2.00 a) The Company reserves the right
- i) to accept on its sole and unfettered discretion any tender for whole or part or to reject any or whole tenders without assigning any reasons whatsoever.
 - ii) to award the contract on one or more number of parties.
- b) The Company does not bind itself to accept the lowest tender or assign any reason for non-acceptance on the same.
- 2.01 Agreement: The contractor has to enter into an agreement with the company for providing the above service.
- 2.02 Termination Clause: This agreement can be terminated by giving 90 days notice on either side.
- 2.03 AWARD OF CONTRACT
- a. Tenders of those tenderers who are in litigation with Malabar Cements Limited at present and the case thereof is pending, will not be considered on any account.
 - b. 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.

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 and for such items as MCL may think fit.

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

d. The price bid of those tenderers who are not qualified in the technical bid, will be returned to them un-opened, immediately on completion of the formalities as regards the technical bid, by registered post citing the reasons for rejection of their tender.

e. 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.

MANAGING DIRECTOR

I/We agree to the above terms and conditions of the tender and quote the rate as given in the tender schedule.

Date:
Details of EMD enclosed.

Signature of the tenderer

PART II

PRICE BID

Tender No. MT/CGU/PRT/ 582/2010

Date: 18.01.2010

The Managing Director
Malabar Cements Ltd., Walayar Post, PALAKKAD

Sir,

I/We quote firm rates for silo extraction, shifting of bags, packing & loading of cement and unloading of packing materials, spares, consumables and raw materail and stamping of bags subject to the terms and conditions of the contract, as below:

Sl. No.	Description of work	Rate (Rs) (Figures)	(Words)
1	Silo extraction, packing & loading of cement into trucks including covering with tarpaulin and tying (as explained in Clause (I.1 (a), (b) & (c).	Rate per MT	
2	Stamping of packing materials a) Week No. b) Year c) Crossing of the bags d) Price changes e) Others, if any (Separate rate to be quoted to each of the above category from a to e) (as explained in Clause I.(d) of 1.01 of Part I)	Rate per 10000 bags:	
3	Unloading of gypsum (as explained in Clause I.01(IIa(i)	Rate per MT:	
4	Unloading of other raw materials such as : Clinker/ Wet Fly Ash/Slag etc. (as explained in Clause 1.01(IIa(ii)	Rate per MT:	
5	Unloading or loading of new packing materials (as explained in 1.01 (II-b) & III	Rate per 10000 bags:	
6	Unloading of equipments, spares and other components (as explained in 1.01(II-b) & III	Rate per MT	
7	Loading of scrap, waste oil etc. as explained in III of Part 1.01	Rate per MT	

The above rates are inclusive/exclusive of Service Tax (strike off the conditions not applicable)

Station:
Date
Address:

Signature of
Tenderer