

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

Website : [www.malabarcements.com](http://www.malabarcements.com) Ph : 0491 – 2862266 / 373/374

***CORRIGENDUM***

Tender No. MT/02/PRT/ 585/2010

DATED 12.02.2010

Sub: Collection and Transportation of limestone from M/s. Tamil Nadu Minerals Ltd Ariyalur to the Works of M/s. Malabar Cements Ltd Walayar

Cost of tender to be read as Rs.6243/- in place of Rs.26010/-

The due date for submission of tender for the subject work has been extended up to 08.04.2010 by 2 pm. Part-I of the tenders will be opened on the same day by 3.00 pm.

Tenderers who have already submitted the bid against original advt. should not submit again. If so, the same will not be considered.

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. T585

MANAGING DIRECTOR

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WALAYAR 678624, PALAKKAD, KERALA  
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TENDER NOTICE

No. MT/02/PRT/ 585/2010

Dt. 12.02.2010

Collection and Transportation of limestone from M/s. Tamil Nadu Minerals Ltd  
Ariyalur to the Works of M/s. Malabar Cements Ltd Walayar

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 and Technical Specifications given in the tender document.

Interested parties may purchase tender documents from the office of the undersigned against payment of Rs. 26010.00 (inclusive of KVAT at 4.04%) by way of Demand Draft favouring MALABAR CEMENTS LIMITED, payable at Palakkad. 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. 26010.00 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 10.03.2010 upto 4 pm. The date for submission of the tender to the office of the undersigned is on or before 12.03.2010 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  
WALAYAR P.O. PALAKKAD - 678 624

*TENDER DOCUMENT FOR*

Collection and Transportation of limestone from M/s. Tamil Nadu Minerals Ltd  
Ariyalur to the Works of M/s. Malabar Cements Ltd Walayar

Tender No. MT/02/PRT/ 585/2010

Dt. 12.02.2010

Cost of tender document : Rs. 26010.00 (Cost Rs. 25000 + 4.04% KVAT)

Sale of tender document : Upto 4 pm on 10.03.2010

Submission of tender : On or before 2 pm on 12.03.2010

Opening of tender (PART I) : By 3 pm on 12.03.2010

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 DIRECTOR

MALABAR CEMENTS LIMITED  
WALAYAR DAM POST, PALAKKAD 678624

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TENDER NO. MT/02/PRT/ 585/2010      Dt. 12.02.2010  
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A. 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 Ltd, (TAMIN) Ariyalur, Perambalur District, Tamil Nadu to the Works of M/s. Malabar Cements Ltd (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 further period on mutual consent. 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.1,00,000/- (Rupees one lakh 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 12.03.2010 by 2 pm. The Technical & Commercial Bid (Part – I) will be opened at 3 pm on 12.03.2010 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

MANAGING DIRECTOR

MALABAR CEMENTS LIMITED  
WALAYAR DAM POST, PALAKKAD 678624

PART – I - TECHNICAL & COMMERCIAL BID

A. TECHNICAL REQUIREMENT

1.0 SCOPE OF WORK

- a) The work include collection of limestone from the mines of M/s. Tamil Nadu Minerals Ltd, (TAMIN) Ariyalur, Perambalur District, Tamil Nadu and transportation of the same to the Works of M/s. Malabar Cements Ltd (MCL), Walayar, Palakkad Dist. Kerala State. Approximate quantity to be transported is 10000 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.

2.0 The Eligibility Criteria to participate in the Tender are:

- (i) 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.
- (ii) 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.
- (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. 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 placed for verification at the time of tender opening.**

(iv) The tenderer should have minimum 3 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.

MANAGING DIRECTOR

I/We agree and accept the above terms and conditions of the tender.

Date:

Signature of the Tenderer  
with seal and date  
Address:

MALABAR CEMENTS LIMITED  
WALAYAR DAM POST, PALAKKAD 678624

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TENDER NO. MT/02/PRT/ 585/2010

Dt. 12.02.2010

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PART – I

B. COMMERCIAL CONDITIONS

01. 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.
02. For the above operation, it is necessary that you shall post your representative at TAMN, Aariyalur 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, on 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 one year 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 lorries shall be covered properly with tarpaulin to protect the material and to avoid ingress of additional moisture in transit during rainy season. The weighment as recorded in our weighbridge shall be final and binding on the contractor

10 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 TAMIN and at our weighbridge at Walayar the cost of the short delivered material will be recovered from the contractor's bills. If the weighment as per MCL weighbridge is more than the TAMIN weighbridge, the payment will be restricted to TAMIN's weight only.

However, we shall allow a tolerance of minus 1% in the weighment of material recorded at the weigh bridge at TAMIN 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

11 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.

- 12 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.
- 13 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 20<sup>th</sup> June 2003 (GSR503(E) dated the 20<sup>th</sup> 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 bidders are advised to visit the Mines of TAMIN to ascertain the conditions prevailing there, before quoting for the work.
15. Tenderer has to furnish a copy of the PAN details to us which is mandatory as per IT Rules. Otherwise, income tax at applicable rate will be deducted. Moreover, any new levies imposed by government from time to time, same will be borne by the tenderer only.

16. The safety/security rules and regulations prevailing at MCL Walayar and TAMIN 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.

17. The legal jurisdiction of the contract shall be the competent Court at Palakkad only.

18. 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.

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.

MANAGING DIRECTOR

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:

**PART II**  
**PRICE BID**

Tender No. MT/02/PRT/ 585/2010

Dt. 12.02.2010

To

Managing Director ,  
Malabar Cements Limited,  
Walayar P.O.,  
PALAKKAD - 678 624.

Sir,

I/We agree to the terms and conditions of the above tender and quote the rate given under:-

1. Charges for *Collection and* Transportation of limestone from the mines of M/s. Tamil Nadu Minerals Ltd Ariyalur to the Works of M/s. Malabar Cements Ltd Walayar with all incidentals.

Rs.                      Per MT

(In words .....)

- |    |  |  |
|----|--|--|
| a) | Present diesel price considered for quotation              | Rs. 35.32 per ltr prevailing at Coimbatore |
| b) | One way distance in Km from TAMIN Ariyalur to MCL, Walayar | 305 Km                                     |
| 2. | Quantity that can be transported in a month                | ..... MT                                   |

SIGNATURE :  
FULL NAME &  
ADDRESS :