

# **MALABAR CEMENTS LIMITED**

(A Govt. of Kerala Undertaking)

**WALAYAR-678 624, PALAKKAD DISTRICT, KERALA**

**Ph: 2862266/73/74 Fax: 0491-2862230**

Website: [www.malabarcements.com](http://www.malabarcements.com),

E.mail: [mmat@malabarcements.com](mailto:mmat@malabarcements.com)

Tender No. **MT/02/PRT/599/2010**

Date : **22.07.2010**

## **TENDER NOTICE**

### **LIAISONING OF LINKAGE COAL FROM SCCL BY RAIL:**

Sealed Superscribed competitive offers are invited from the interested parties for arranging movement of coal by rail from Singaneri Collieries Company Limited (SCCL) to Malabar Cements Limited, Walayar Railway siding served by Walayar Railway Station (SR). Tender documents containing the technical specification, commercial conditions etc. can be downloaded from the company website [www.malabarcements.com](http://www.malabarcements.com) upto 03.08.2010 by 4 PM. The due date for submission of the tender is 05.08.2010. Part-I of the tender will be opened on the same day by 3.00 PM in presence of the tenderers available.

The cost of tender document is Rs.2080.80 inclusive of KVAT @ 4.04% . The tender shall be submitted along with the cost of tender document by way of DD favouring Malabar Cements Limited, Payable at Palakkad, failing which offer will not be considered.

Malabar Cements Limited reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Late received tenders will not be considered for acceptance.

**MANAGING DIRECTOR**

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## **TENDER DOCUMENT**

### **LIAISONING OF LINKAGE COAL FROM SCCL BY RAIL:**

Tender No. **MT/02/PRT/599/2010**

Date : **22.07.2010**

Cost of Tender Document : Rs.**2080.80/-** (inclusive of K.VAT @ 4% and Cess on K.VAT @ 1%)

EMD : Rs.**50,000/-**(Rupees Fifty Thousand Only)

Last date for Sale of Tender Documents : 03.08.2010 upto 4 pm

Last date for Submission of Tender : 05.08.2010 upto 2 pm

Tender opening (Part I) : 05.08.2010 by 3 pm

Tenders received after the 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**

*Signature of the Tenderer with Seal*

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Website:www.malabarcements.com,

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Tender No. **MT/02/PRT/599/2010**

**Date : 22.07.2010**

## **PART-I** **TENDER FORM**

### **GENERAL INSTRUCTIONS , TECHNICAL SPECIFICATIONS & COMMERCIAL TERMS & CONDITIONS:**

#### **A.GENERAL INSTRUCTIONS**

- I. a)** The tender should be addressed to the **Managing Director, Malabar Cements Limited, Walayar.PO, Palakkad 678624, Kerala, India.**
- 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.
- c)** Tenderers, who failed to comply with earlier contract conditions of MCL and resulted short closure/cancellation of any contract are not eligible to participate in this tender.

#### **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.

**b)** Tender is to be sent in 2 parts in separate sealed envelopes in the manner prescribed below:

**c)** Tenderer **should sign all pages of the tender as token of acceptance of the Scope of Work and all the terms and conditions** mentioned in the tender.

In the Part-I of the offer, the Tenderer should give all general and technical specifications of the material offered with supporting documents as per Tender conditions and Commercial Terms and in Part-II Price portion only. However, both the envelopes (Part-I and II, individually sealed and superscribed) shall be put in a common envelope, sealed and superscribed and to be submitted on or before the due date and time.

In the event of the tender being submitted by a firm or company it must be signed by the authorized signatory of the firm/company. 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.

Tenders received after the specified time and date will be summarily rejected and we shall not be responsible for any postal delay.

Tenders not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.

Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though MCL may elect to withdraw the "INVITATION OF TENDER" or reject all tenders without assigning any reason thereof.

### **III. 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 authorised to do so. In case any of the Tenderers are sending their representative, authorisation letter 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 Offer of those firms which are getting qualified as per Clause No.-VII only will be opened on a subsequent date. Those qualified tenderers will be informed of the time and date of the opening.

#### **IV. 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.

#### **V. NEGOTIATIONS**

- a) The qualified Tenderers 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 Tenderers. During the negotiation, all Technical and Commercial terms will be discussed in detail.
- b) Tenderers are advised to quote the lowest price as price negotiation will be carried out only if required.

#### **VI. VALIDITY OF OFFER**

Tenders shall remain open for acceptance for **90 days** from the date of opening. No enhancement in the tendered rate will be allowed during the period of validity of tender or the extended period.

#### **VII. ELIGIBILITY TO QUALIFY AS A BIDDER:**

- i. The Tenderer shall have minimum **5 years experience** for arranging movement of coal from SCCL Collieries through Rail despatches viz. Supervision, Liaisoning with railways and SCCL. They should be currently in the field. They should have handled a minimum of **50,000MT of Coal per annum to a single Cement company** for a minimum period of 5 years for arranging movement of Coal from SCCL Collieries through rail.

**ii.** The **Performance Certificate for Quantity handled**, received from their clients (Cement Companies) for satisfactory execution of the contract at least for the last 3 years.

**iii.** Tenderer should have a **turnover of Rs 10 Crore or above per annum during the preceding 3 years**. The annual report (Balance sheet & Profit & Loss Account) of preceding 3 years to be submitted as proof of their financial standing.

**iv.** The tenderer should have valid Service Tax registration and PAN at least for the last 3 years and shall furnish the copy of PAN card and Service Tax registration certificate issued in the name of the tenderer.

**v.** Tenderer should have **Full-fledged Office** with communication facilities such as Fax, Telephone, E.mail etc. at Hyderabad and Manuguru. Documentary evidence for the above should be produced.

**vi.** Copies of all the above documents (**w.r.t clause no.i, ii, iii, iv & v above**) **shall be enclosed** along with part-I of the tender.

**vii. Originals of the certificates with respect to clause no. i, ii, iii,iv & v above, should be produced at the time of opening of tenders for our verification.** Those tenderers who are not producing the originals for verification at the time of opening (Part-1) will not be considered. The originals will be returned after verification.

**viii.** Tenders of those tenderers who are in litigation with Malabar Cements Ltd. at present and the case thereof is pending, will not be considered on any account.

**ix.** Black Listed parties will not be considered on any account.

**x.** Firms which have failed to Fulfil earlier contractual obligations with us will not be considered on any account.

**xi.** Tenderers must provide complete details as required under schedule-I enclosed.

Those tenderers who are meeting all the above Eligibility conditions only will be considered for price bid opening. Those tenderes who are not meeting even any one of the above eligibility conditions will not be considered.

## **VIII. 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 award the contract to 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)** 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.

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

**c.** The Service 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.

**d.** The Price Bid of those Tenderers who are not qualified in the Technical bid ,will be returned to them unopened, immediately on completion of the formalities with regard to the Technical bid, citing the reasons for rejections of their tender

## **B. SCOPE OF WORK:**

**a.** The Tenderer shall make necessary programme in consultation with us and the concerned Offices of the Singareni Collieries Co. Ltd. and liaise with the concerned Offices of Railway to dispatch the required quantity of Coal agreed under F.S.A. from the Collieries.

**b.** The Tenderer shall assist in programme by the above Coalfields every month, liaise with the Railways for the allotment and placement of

wagons, supervise loading of coal from the allotted mines, ensure uninterrupted movement of coal to the Railways, intimate us the dispatch particulars and fund position, collect and forward us the Invoice and do all other connected liaison work like reconciliation of accounts with Collieries etc.

- c.** The Tenderer's representative shall supervise the loading at the respective loading points to ensure that the grade of coal as per FSA is loaded. They shall avoid loading of shale, coal dust and in sizes beyond the permissible limit of 250mm as per FSA.

Tenderer shall also ensure weighment of wagons to avoid shortages. The weighment is covered as per FSA, Weighment at the Colliery Weigh Bridge shall be final for the quantity being billed by SCCL. In the case of SCCL weighbridge being out of order, the weight recorded in the Railway receipt on volumetric basis as per the systems of Indian Railways shall be binding on both side as per Clause No.7.14 of FSA.

The weighment at Malabar Cements On Line Weigher or RR Weight whichever is less shall be final for payment of the Service Charges to Tenderer.

- d.** The quality of Coal received at Malabar Cements shall be determined by the Malabar Cement Lab and the test results of the same will be provided to the Liaison Agent.
- e.** In case of dispatch of Coal outside the FSA in exigencies, same should be liaised by the tenderer from the allotted mines, as and when required.
- f.** Immediately after completion of the Rake loading at the Colliery siding and dispatch the same, they shall send us Telegraphic/Fax/E-Mail intimation indicating the dispatch particulars viz. RR No., Wagon Nos., Quantity etc. They shall also ensure the preparation of RR's based on the Railway Goods Tariff in force on the date of dispatch.
- g.** They shall be in constant touch with the Office of the Colliery cos. and collect and forward to us the original copies of Invoices. The credit balance against each dispatch shall also be advised to us.

- h.** They shall liaise with the Railways regarding movement of Wagons and ensure that the Wagons reach destination as expeditiously as possible.
  
- i.** They will be responsible for all works connected with booking of Coal under freight paid basis by Demand Drafts provided by us at the originating stations and close monitoring of payment of Freight/Obtaining refund of freight, if any due. To facilitate this, the Tenderer shall find out the allotted date of loading, number of boxes allotted and intimate us by Telegram/Fax/E- Mail to arrange bank drafts sufficiently in advance. The Freight will be arranged for prepayment by the Tenderer to the station of booking before the completion of loading and RR promptly obtained. The nominal difference if any between the bank drafts sent by us and actual freight shall be paid by the Contractor and Reimbursement claimed from us subsequently. On no account, rakes shall be moved on freight **To pay basis without our prior permission.**

## **C. COMMERCIAL TERMS AND CONDITIONS:**

### **I. SERVICE CHARGES:**

- a.** Service Charges should be furnished per MT for arranging movement of Coal by rail from Singaneri Collieries Company Limited (SCCL) to Malabar Cements Limited, Walayar Railway siding served by Walayar Railway Station (SR) for different ash contents as mentioned in the Price bid (Part-II). Service Charges shall be firm during the pendency of the contract. No escalation on any account will be allowed.

Mode of transport will be by Rail. The material will be delivered at MCL railway siding at Walayar Station (Palakkad Division of Southern Railway), Kerala.

- b.** Unloading of the material at MCL siding/coal yard will be undertaken by the Company.

## **II. WEIGHMENT:**

MCL follows the weighment recorded in the ON LINE Weigher installed in the Railway Siding to arrive the quantity of coal received. However, in the event of failure of ON LINE weigher at the time of rake arrival RR weight will be considered as the quantity of coal received.

## **III. EARNEST MONEY DEPOSIT**

Tenderers are required to remit an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand 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 quoted rate 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 no.
- 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 by informing the tenderer as having done so.
- c.** The Earnest Money Deposit will be refunded by way of Cheque to the unsuccessful tenderers as quickly as possible after the tender is decided. The EMD of successful tenderer(s) will be refunded on receipt of Security deposit as per Clause IV below.
- d.** The Earnest Money Deposit will not bear any interest.

## **IV. SECURITY DEPOSIT**

- a.** Successful Tenderer(s) shall furnish an amount equivalent to 5% value of the order towards Security Deposit for due performance of the contract.
- b.** Security deposit in accordance with the conditions of the tender shall be furnished within 15 days of the award of contract. If the security

deposit is not received and if the payment for the I<sup>st</sup> Schedule/ Installment has become due, payment shall be made after adjusting the Security deposit.

- c.** The Security deposit should be furnished 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. No other form of payment will be accepted.
- d.** The Security deposit will not bear any interest. 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 will be forfeited , should the successful Tenderer either fail to deliver supplies as per delivery schedule or to fulfil his dues to MCL. This will be in addition to the Company's right to make alternate arrangements by tender or by any other mode at the risk and cost of the successful Tenderer, in respect of such quantities that the successful Tenderer fails to deliver in accordance with the delivery schedule agreed to.
- 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 condition of the tender/contract.
- g.** MCL shall have a lien on all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other contractor and unless the contractor pays and clears the claim of the company immediately on demand, MCL shall be entitled at all times to deduct the said sum or debt due by the contractor from any Money/Security deposit which may have become due or become payable to the contractor under this contract or any other contract or transaction whatsoever between the contractor and MCL, without prejudice and in addition to the other rights of the Company to recover the amount of any such claim by other remedies legally available.

- h.** If any penalty or charges are levied by any Govt. Dept. on the supplies due to violation of Govt. rules and regulations, we shall not be held responsible for the same. Such penalty or charges if any shall be borne by the contractor and no claim of any kind will be entertained.
- i.** Necessary liaison works with the Railways for obtaining allotment of wagons and expeditious movement of wagons including chasing of loaded wagons becoming sick and detained enroute shall be undertaken by the contractor.
- j.** Any penalties levied by the Railways for overloading or on any other account, shall be borne by the contractor.

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**V. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHTS OF THE COMPANY.**

The company reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule, as indicated by MCL. In the event of cancellation of the contract as mentioned above, party will be blacklisted.

**VI. PAYMENT TERMS**

Payment of service charges shall be effected against the Bills to be submitted on the basis of actual weight recorded in our On Line Weigher or RR weight whichever is less. All Service taxes and any other applicable taxes shall be paid against documentary evidence. Income tax as per rules will be deducted at source.

**VII. VALIDITY OF THE OFFER:**

In consideration of the Tenderer being allowed to quote for the work, he should 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 Deposit for the work/.

**VIII. GENERAL CONDITIONS:**

- a. MCL reserves the right to cancel the tender at any time without assigning any reason whatsoever.
- b. Income-tax at applicable rate will be deducted from bill for which TDS Certificate will be issued after the close of the financial year.
- c. In case of fraction of a percentage in Ash content, the actual fraction will be taken for calculation of payment, with rounding off. i.e. for 0.5% and above, it will be rounded off to the next higher percentage and vice-versa if it goes below 0.5%
- d. The analysis of MCL Laboratory would be accepted as final.
- d. The determination of Ash percentage will be based on Air Dry basis only which shall be as per IS-1350 (Part-I) – 1984.

**IX. PERIOD OF CONTRACT:**

The period of contract shall be initially for **One year** from the date of our work order, which is likely to be extended for further period of One more year subject to satisfactory performance and on mutual consent.

**X. LEGAL JURISDICTION:**

The legal jurisdiction of the contract will be the competent Court at Palakkad, Kerala only.

**MANAGING DIRECTOR**

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

Date:

Signature of The Tenderer  
With Date and Seal

Full Address :  
Phone No. :  
Fax :  
E-Mail :

*Signature of the Tenderer with Seal*

**PART-1**  
**SCHEDULE - I**

- 1) Name of the Tenderer/his/their concern }  
and full address in block letters }
- 2) State whether the concern is Proprietary/ }  
Partnership/Limited Company }
3. In the case of Partnership, kindly give the }  
Names of partners and their addresses/ }  
Partnership deed }
4. State the Name of your Bankers :
5. State whether or not you have 5 years }  
Experience in handling coal for }  
Consumers viz. Cement Industry from }  
SCCL (Enclose documents in this regard) }
6. List of the Customers (Cement Industries) }  
(with full Address to whom you had }  
undertaken/are acting as Agent for }  
movement of Coal from Singareni }  
Collieries Ltd. for the last 5 Years. }
7. State whether or not you have experience }  
in coal handling or handling a contract }  
under Fuel Supply Agreement (FSA). }  
(Enclose necessary documents in }  
this regard) }
8. Please state whether you have an Office }  
at Hyderabad and Manuguru. Kindly }  
provide details (Encl. Address Proof) }

Station :  
Date :  
Seal :

Signature of the Tenderer  
along with his/their Office

PS. This schedule should be submitted for consideration of your tender in Part-I

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

To

The Managing Director,  
Malabar Cements Limited,  
Walayar, Palakkad,  
Kerala, India-678624.

**TENDER FOR LIAISONING OF LINKAGE COAL FROM SCCL**

Tender No. **MT/02/PRT/599/2010**

Date : **22.07.2010**

**I)** Arranging of Linkage Coal from SCCL allotted mines (For eg. Manuguru, Ramagundam etc.) conforming to the Scope of work envisaged in the Part-I of the tender to MALABAR CEMENTS factory at WALAYAR Railway siding, Palakkad Division, Kerala by Rail:

**Service charges:**

1. Service charges per MT for arranging movement of Coal by Rail from Singareni Collieries Company Ltd. (SCCL) to Malabar Cements Limited Siding, Walayar served by Walayar Railway Station (SR), for Ash content 28.42% } Rate per MT (in fig.&words)  
Rs.

2. The service charges per MT for arranging movement of Coal by Rail from Singareni Collieries Company Ltd. (SCCL) to Malabar Cements Limited Siding, Walayar served by Walayar Railway Station (SR), for Ash contents as below: }

When Ash content at 27.00% : Rs.

When Ash content at 26.00% : Rs.

When Ash content at 25.00% : Rs.

When Ash content at 24.00% : Rs.

When Ash content at 23.00% : Rs.

*Signature of the Tenderer with Seal*

When Ash content at 22.00% : Rs.  
 When Ash content at 21.00% : Rs.  
 When Ash content at 20.00% : Rs.  
 When Ash content at 19.00% : Rs.

3. The service charges per MT for arranging movement of Coal by Rail from Singareni Collieries Company Ltd. (SCCL) to Malabar Cements Limited Siding, Walayar served by Walayar Railway Station (SR), for Ash contents as below: }

When Ash content at 29.00% : Rs.  
 When Ash content at 30.00% : Rs.  
 When Ash content at 31.00% : Rs.  
 When Ash content at 32.00% : Rs.  
 When Ash content at 33.00% : Rs.  
 When Ash content at 34.00% : Rs.  
 When Ash content at 35.00% : Rs.  
 When Ash content at 36.00% : Rs.

**Above 36% Ash content there is no Service charges.**

**Applicable taxes and duties @ % : .....**

Station :  
 Date:

Signature of the Tenderer  
 along with his/their  
 Office Seal