

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

E.mail: mat@malabarcements.com

Tender No. MT/02/PRT/600/2010

Date : 26.07.2010

TENDER NOTICE

Bench Mark Study, Technical Consultancy Services and Project Engineering Services for the Modernisation/Upgradation Proposals for the years 2010-11 and 2011- 12:

Sealed Superscribed competitive offers are invited from the interested parties for Bench Mark Study, Technical Consultancy Services and Project Engineering Services for the Modernisation/Upgradation Proposals for the years 2010-11 and 2011-12.

Tender Documents can be downloaded from the company website www.malabarcements.com upto 12.08.2010 by 4 PM. The due date for submission of the tender is 14.08.2010.

Part-I of the tender will be opened on the same day by 3.00 PM in presence of the Tenderers available.

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

MALABAR CEMENTS LIMITED
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TENDER DOCUMENT

Tender No. **MT/02/PRT/600/2010**

Date : 26.07.2010

Last date for sale of tender documents : 12.08.2010 upto 4 pm

Last date for submission of tender : 14.08.2010 upto 2 pm

Tender opening (Part I) : 14.08.2010 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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PART - I

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. Where 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.

Signature Of The Tenderer With Seal

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

In the part I of the offer, the Tenderer should give all general and technical specifications of the services offered with supporting documents as per Tender conditions and Commercial Terms and in Part II Price portion only. However, both the 2 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.

All the pages of the tender document shall be signed by the Tenderer with seal.

Signature Of The Tenderer With Seal

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.

Signature Of The Tenderer With Seal

VII. ELIGIBILITY TO QUALIFY AS A BIDDER

The Firm shall meet the following Eligibility Criteria to be considered for engagement as Technical Consultancy Firm:

1. The Firm shall have adequate expertise/experience in setting up of dry process cement plants of minimum 1200 MT per day and above capacity, within the country/abroad.
2. The Firm shall have successfully implemented a minimum of two major cement plants of minimum capacity of 1200 MT per day and above in each case.
3. They should have indepth involvement in the execution of green field projects right from the inception stage to the successful commissioning and handing over.
4. The Firm shall have a team of experts from all the relevant disciplines for providing consultancy service as per requirement. The Tenderer shall furnish the list of experts with their Bio-Data from various disciplines who will be associated with the project.
5. They shall also have sufficient experience in Project execution and Operation and Maintenance of Cement Plant Machineries adopting latest and most energy efficient technology with latest Control and Automation Systems.
6. Copies of documents as a documentary evidence w.r.t clause nos. 1,2,3,4 and 5 should be furnished along with part I.
7. Originals of the certificates with respect to clause no1,2,3,4 & 5 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.
8. The Tenderers have to quote for all the three Scopes of Works. An undertaking in writing to this effect shall be enclosed separately along with the Part - I of the tender.

Signature Of The Tenderer With Seal

Those Tenderers who are meeting all the above eligibility conditions only will be considered for price bid opening. Those tenderers 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 -

- 1) To accept, at its sole and unfettered discretion, any tender for all the scopes or any one of the scopes in full or to reject any or all tenders without assigning any reasons whatsoever.
- 2) To award the contract to one or more number of consultancy firms.

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 as regard to the technical bid, citing the reasons for rejections of their tender

e) MCL shall have the right to place an order for all the scope of consultancy services or any one of the scope of services to the successful tenderer as per the requirement.

f) MCL shall have the right to release the order for Technical Consultancy Service for only to those projects which the company is planning to be implemented during the pendency of the contract.

B. SCOPE OF WORK - I**Technical Consultancy Service for Bench Mark Study****Scope:**

- I Conduct benchmark study in all the departments of Malabar Cements Limited from limestone mining to dispatch of cement covering all functional areas.

- II Submit techno-economic viability/feasibility reports considering the design and condition of the existing structures.

The Consultant team shall:

- 1 visit the plant, mines and CGU, for collection of data from various departments like Finance (Costing, Accounting, Auditing etc.), Personnel and Administration, Training and Development, Secretarial service, Production and Quality Control, Marketing (Sales & Distribution), Engineering (Electrical, Mechanical, Instrumentation & Civil), IT, Materials (Purchase and Stores), Pollution Control etc.

- 2 Technical study and review of all operations and systems from raising and crushing of limestone, transportation through ropeway system, raw material grinding, preheater, kiln, cooler, coal mill, cement grinding, packing and dispatch and identifying areas having scope for improvement and technology upgradation.

- 3 Evolving realistic over all and section wise bench marking of the existing system on the following parameters.
 - a. Thermal Energy.
 - b. Electrical Energy.
 - c. Operating Efficiency & Time utilization.
 - d. Consumption factors of critical raw materials.
 - e. Manufacturing expenses including manpower cost.
 - f. Ambient Air Quality and Emission levels as part of meeting statutory Pollution Control requirements.
- 4 Study and review of the physical condition of plant and machinery and recommendations on replacement / improvement on maintenance practices, if any.
- 5 Detailed study and investigation of critical process/capacity balancing to arrive at suitable modernization measures for achieving the optimum production potential in all areas of operations, viz., from mining to packing and despatch of cement.
- 6 Review of plant and machinery keeping in mind clean environment and giving recommendations on systems that are energy efficient, eco-friendly and capable of meeting the latest environmental legislations and requirements in all respects.
- 7 Preparation of broad technical concept based on state-of-the-art technology covering:

- a. emphasis on installation of energy efficient equipments while designing.
- b. proposed plant layout and flow sheet.
- c. sizing of plant & machinery, material storage etc.
- d. mechanical, Process, Electrical & Instrumentation and Civil Engineering aspects.
- e. specification of additional plant & machinery including pollution control equipment wherever necessary.

8 Estimation of the cost of project, Production & Profitability.

9 Financial analysis showing payback period.

10 Preparation of project implementation schedule and final Techno-Economic feasibility report.

A The broad technical concept for the proposed modernization/technology:

Upgradation shall be based on the state-of the art-technology available, the techno economic viability/feasibility, design of existing structures, suitability to integrate with the existing systems/layout with minimal disturbances and stoppages etc.

B While preparing the report, the various upgradations already effected, studies already carried out and also the proposal in pipeline may duly be weighed and taken care of.

C The time target for the study shall be mentioned separately.

D The confirmation of the scope of work may be clearly indicated.

SCOPE OF WORK - II

1. TECHNICAL FEASIBILITY AND SYSTEM FINALISATION

1.1 The Consultancy team shall:

- a) Visit the Plant for collection of data and study the present lay out/systems installed, operating parameters etc. for assessing the feasibility of installing the system.
- b) Review the scheme proposed for its technical feasibility and viability. Submit proposal for replacement/ modernization/ upgradation of existing plant, machinery, process etc. with minimum disturbance in Mines and Plant operations.
- c) Finalize the design of the proposed system.
- d) Prepare lay out and flow sheet for the system proposed.
- e) Prepare broad specifications of major equipments and systems.
- f) Identify structures which will need to be audited for checking stability for new loads.
- g) Identify the constraints, if any, and its remedial measures.
- h) Assess qualitative aspects, cost advantages and pay back period, if any.
- i) Prepare broad capital cost estimates.
- j) Propose implementation schedule.
- k) Prepare and submit 3 copies of Technical Feasibility Report based on the above aspects.

SCOPE OF WORK - III

1.0 PROJECT ENGINEERING SERVICES:

- 1.1 Preparation and submission of detailed Tender Specification for related Civil, Mechanical, Electrical and Instrumentation equipments and all related auxiliaries, in consultation with Malabar Cements Limited, as per requirement.
- 1.2 Preparation of Eligibility Criteria for participation in the Tender.
- 1.3 Preparation of detailed Tender covering both Technical (Part - I) and Commercial (Part - II) terms and conditions shall be prepared in consultation with Malabar Cements Limited, as per requirement.
- 1.4 Preparation and submission of Draft Tender Notification for inviting offers through Public/Limited Tender.
- 1.5 Evaluation of offers received taking into consideration the details furnished against the Eligibility Criteria.
- 1.6 Submission of Evaluation Report with Purchase Recommendation.
- 1.7 Assist in negotiations with the short listed parties, if required.
- 1.8 Preparation and submission of detailed draft Purchase/Service Orders.

2.0 DETAILED ENGINEERING:

2.1 Mechanical:

- 2.1.1 Prepare layout and flow sheet.
- 2.1.2 Prepare general arrangement drawings.
- 2.1.3 Review and approve the data/drawings received from the suppliers for various equipments and synergise with the existing system.
- 2.1.4 Review and approve the general arrangement drawings submitted by the suppliers along with foundation plans and load data for all

the required systems including connecting chutes and ducts along with bill of materials.

2.1.5 Any other consultancy services found during the detailed engineering shall also be included in the scope.

2.2 Electrical / Instrumentation Engineering:

2.2.1 Review and approve the lay out and general arrangement drawings showing electrical equipments with cable routing, earthing based on the single line diagrams to be finalised and vendor drawings for electrical equipments.

2.2.2 Review detailed design and process control concepts, schematics and block diagrams, lay out of control panels, typical mounting details of instruments etc. prepared by the supplier.

2.2.3 Interfacing of the modification with the existing system, wherever applicable.

2.3. Civil Design and Drawings:

Tender documents shall be prepared in consultation with Malabar Cements Limited, as per requirement.

2.5 Supervision of Construction, Erection & Commissioning:

2.5.1 The requisite personnel from appropriate categories shall be deputed by the consultant, at a time depending on the specific requirements at the site. The registered office of the consultancy firm will be the base station for calculating per diem charges.

2.6 Start-up and Commissioning Services:

2.6.1 The requisite personnel from appropriate categories shall be deputed by the consultant, at a time depending on the specific requirements at the site to ensure that the system meets the performance criteria both qualitatively and quantitatively as laid down in the specification. The registered office of the consultancy firm will be the base station for calculating per diem charges

C. COMMERCIAL TERMS AND CONDITIONS:**I. SERVICE CHARGES:**

1. Charges towards consultancy service shall be based on the Project Cost finalised against tender or the budgetary estimated cost whichever is applicable. The Service Charges shall be firm during the pendency of the contract. No escalation on any account will be allowed.

III. AGREEMENT WITH MALABAR CEMENTS LIMITED

- a) Successful tenderer(s) shall execute an agreement with Malabar Cements Limited for due performance of the contract.

IV. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHTS OF THE COMPANY.

The company reserves the right to terminate the technical consultancy services forthwith if the quality of services delivered falls below the requirement and also if the service are not made in accordance with our requirement. In the event of termination, as mentioned above, the firm shall be blacklisted.

V. PAYMENT TERMS:

The detailed terms and conditions of the payment and its stage-wise break up shall be clearly specified in the Price Bid for effecting progressive payments wherever applicable.

Payment will be made only for the service rendered against each item which is duly certified by the company. No advance payment will be released on any account.

The Service Tax and other statutory duties and taxes as applicable during the tenure of the contract will be paid extra by the company against documentary proof.

Income-tax as per rules prevailing will be deducted at source for which TDS certificate will be issued by our Finance department after the close of the financial year.

4.0 TIME SCHEDULE:

4.1 Since all the proposed projects are of Turnkey in nature, the Consultant shall ensure that various activities are completed in accordance with the time schedule fixed for implementation of the Project, by incorporating suitable LD clause in the tender documents submitted to the company for floating tender.

VI. 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 II**PRICE BID FOR SCOPE - I : BENCH MARK STUDY****Total Fee offered (Rs.): _____****BREAK UP**

<u>PARTICULARS</u>	<u>Figures in % Of the total Fee</u>
1. Limestone Mining	
2. Limestone Crushing	
3. Limestone transport through Ropeway	
4. Raw material grinding	
5. Blending, storage & extraction of raw meal	
6. Kiln feed, preheater, kiln, Cooler & clinker storage	
7. Coal grinding	
8. Cement grinding and storage	
9. Packing, despatch and marketing of cement	
TOTAL	100%

Signature Of The Tenderer With Seal

PRICE BID FOR SCOPE II & III
TECHNICAL FEASIBILITY, SYSTEM FINALISATION AND
PROJECT ENGINEERING SERVICES

To

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

Tender No. MT/02/PRT/600/2010

Date : 26.07.2010

Note: * The consultancy charges payable shall be indicated in percentage of the budgeted cost/project cost as applicable. The break up of the total consultancy charges payable shall be indicated in percentage against each item of service offered as indicated below)

BREAK UP

<u>PARTICULARS</u>	<u>Figures in %*</u>
1. System finalisation including preparation and submission of detailed technical feasibility report	
2. Submission and approval of Drawings (GA drawing, lay-out drawings, flow sheets etc.)	
3. Preparation, submission and Submission of draft Tender documents	
4. Preparation and submission of Draft Purchase Orders/Service Orders	

Signature Of The Tenderer With Seal

5. Preparation and Submission of all drawings pertaining to Civil, Mechanical, Electrical, Instrumentation and Process
6. Evaluation and submission of report in respect of the progress of implementation of the Project at every phase. from inception till commissioning.
7. Coordination of start up and Commissioning activities And submission of report.
8. Assisting MCL in Conducting Performance Guarantee test and submission of Report thereon.
9. Evaluation and submission of report on the optimisation and satisfactory running of the Plant and Machinery during warranty period.

TOTAL

100%

PER DIEM CHARGES:

<u>Grade of Person</u>	<u>..</u>	<u>Per Diem charges</u> (Rs.)
1.	..	
2.	..	
3.	..	
4.	..	
5.	..	

TRAVELLING CHARGES
(To be quoted taking HQ as the base)

<u>Grade of Person</u>	<u>..</u>	<u>Travelling Charges/km</u> (Rs.)
1.	..	
2.	..	
3.	..	
4.	..	
5.	..	

Signature Of The Tenderer With Seal

BOARDING AND LODGING CHARGES:

<u>Grade of Person</u>	<u>..</u>	<u>Boarding and Lodging charges</u> (Rs.)
1.	..	
2.	..	
3.	..	
4.	..	
5.	..	

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

Name and Address of the tenderer:

SIGNATURE OF THE
TENDERER WITH SEAL
AND DATE

Signature Of The Tenderer With Seal