

IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly Owned Subsidiary of IDCOL) A Govt. of
Odisha Undertaking Regd. Office: Ferro Chrome Project
– 755 020 Jajpur Road, Dist: Jajpur (Odisha) Tel. No.
06726-220212 / 220508, Fax No. 06726-220524

TENDER DOCUMENT

FOR

BIDDING FOR

SUPPLY OF FIRE CLAY BRICKS & MORTAR

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IDCOL FERRO CHROME & ALLOYS LIMITED

P.O: Ferro Chrome Project – 755 020
Jajpur Road, Dist: Jajpur (Odisha)
Tel: No.06726-220508, Fax No.06726-220524

Tender Call Notice No. IFCAL/PUR/1331**Date:12-02-2021**

**TENDER CALL NOTICE
FOR
SUPPLY OF FIRE CLAY BRICKS & MORTAR**

Sealed tenders in two parts are invited from the manufacturers of fire clay bricks & mortar as per the specified quantity mentioned in our tender document for use in our plant. Tender document can be downloaded from our website www.ifcal.ori.nic.in/ www.idcorissa.com. The tender should accompany an EMD of Rs.50,000/- (Rupees fifty thousand) only. The tender submitted after downloading the tender document from the website should accompany the cost of the tender documents i.e Rs. 300/- inclusive of GST in shape of D/D drawn in favour of IDCOL Ferro Chrome & Alloys Limited on any Nationalised Bank payable at Jajpur Road. Tender submitted other than in the manners prescribed in the tender document shall be out rightly rejected. Last date & time of receipt of tender is 05-03-2021 at 5.00 P.M.

MANAGING DIRECTOR

GENERAL CONDITIONS OF THE CONTRACT

- 1) The bidder should be a manufacturer of fire clay bricks & mortar with well equipped in house testing facilities for refractory materials.
- 2) The “legal status” of the bidder i.e. proprietary concern, partnership firm, private or public limited company or any other as per the case may be, shall be specified with documentary proof attached.
- 3) The person signing the tender document shall either be the Managing Director or the Proprietor of the company or the Active partner, as the case may be. Otherwise the Letter of Authority, to sign the tender on behalf of the company/Partnership firm shall be enclosed.
- 4) The tenders (also called bids) not submitted in the manner prescribed in this document, shall be rejected at the risk & responsibility of the bidder.
- 5) All the information, as called for in the tender document, should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. It shall be submitted in English.
- 6) All the crucial figures, like rates and amount shall be written in figures followed by words in a bracket.
- 7) There shall be no over writing in the tender document and other papers submitted. All additions, alterations, deletions, cuttings, corrections etc., should be initialed and rubber-stamped (or seal) by the same person, who signs the tender document. Failing so, the tender may be rejected.
- 8) All the rates and amounts shall be quoted in Indian Rupees (INR) and shall be presumed to be in Indian Rupees. In case of any reduction in taxes, duties or levies announced subsequent to submission of bid, the prices quoted shall stand reduced by the corresponding amount.
- 9) Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract and shall be returned in original along with the bid submitted.

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- 10) All documents and papers submitted with the bid should be in English and shall be authenticated under the seal and signature of the bidder unless specified otherwise in this tender document. If the documents are in other language, a true translation in English, duly certified by an independent person of repute, shall also be submitted.
- 11) Use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient.
- 12) All information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of knowledge of the bidder.
- 13) The bidder shall submit the self-certified legible xerox copies of his PAN & GST registration certificates along with the bid.
- 14) The bidders can send tenders or bids by person, post or courier. However, the authorities shall not be responsible for postal and any other delays in receipt of bids.
- 15) If the last date for submission of the tender/bid turns out to be a holiday, it will automatically be extended to next Govt. working day.
- 16) A bid submitted cannot be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. However, they shall not participate in the discussions. They may provide clarifications sought, if any.
- 17) Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidder.
- 18) The tender submitted shall remain valid for a minimum period of 60 days from the last date of submission of bids.
- 19) IFCAL management reserves the right to accept / reject any or all tenders without assigning any reason thereof. No claim, whatsoever, shall be admissible for the loss / damage suffered by the bidders on account of such

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rejection. Management also reserves the right to split the order between more than one party as per its choice.

- 20) No conditional tender shall be entertained without approval of competent authority.
- 21) This tender document has prescribed a General Bid format and a Price Bid format. The “Price Bid” shall be submitted in a separate sealed cover after detaching its formats from this tender document. General Bid format duly filled up, along with the remaining part of the tender document (i.e. General Conditions of the Contract & Special Conditions of the Contract) signed on each page should be put inside another sealed cover. Both the sealed covers should be enclosed in a bigger envelope and should be addressed and submitted as instructed in the “Important Information” sheet. The name of the bidder, tender call notice number & last date of submission shall be boldly written in all the sealed covers / envelopes.
- 22) The General Bid shall be opened first.
- 23) “Price bids” shall be opened thereafter only in those cases, where the bidders are found to have fulfilled all the requirements / specifications asked for in the General bid format and in the tender document.
- 24) Price negotiations, other than with the lowest bidder shall not be held without obtaining prior approval of MD, IFCAL.
- 25) The purchaser is not bound to accept the lowest financial bids.
- 26) All transit risks shall be the responsibility of the supplier.
- 27) Failure to supply the order quantity within the stipulated period may lead to forfeiture of EMD and blacklisting of the supplier. In that case extra amount involvement for procurement of materials from any other source will be collected from pending bills of any contract of IDCOL & IFCAL.

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- 28) All clarification sought from the bidders / suppliers on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
- 29) Terms & conditions of this tender document are non-negotiable without obtaining the prior approval of M.D, IFCAL.
- 30) Entire tender document duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders. No separate contract agreement shall be executed.
- 31) **Settlement of dispute:** In the event of any dispute / differences between the parties arising under or in connection with this Agreement or any associated agreement entered into pursuant to this Agreement, they shall use all reasonable endeavors to resolve the matter on an amicable basis. If one party serves formal written notice on the other that a dispute / difference of such a description has arisen and the parties are unable to resolve the dispute within a period of [thirty (30)] days from the service of such notice, then the dispute shall be referred to an Arbitrator for Arbitration of the dispute to be appointed by the parties with their mutual consent.
- 32) All legal proceedings in any manner arising out of or in relation to the contract between the parties can only initiated in a Court situated within the territorial Jurisdiction of the State of Odisha and none of the parties shall have the liberty of initiating any legal proceeding anywhere beyond the territorial limits of the state of Odisha.

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SPECIAL CONDITIONS OF THE CONTRACT

1) Eligibility of Bidder:-

- a) The bidder should be a manufacturer of fire clay bricks & mortar having own in-house testing laboratory.
- b) In case of manufacturer, a copy of factory License / Registration Certificate is to be enclosed as documentary evidence.
- c) The bidder should have successfully executed orders of value not less than Rs. 10(ten) lacs in any single year during last 3(three) financial year i.e 2017-18, 2018-19 & 2019-20 to any metallurgical industries. Copy of Purchase Order & performance certificate is to be enclosed.
- d) The bidder must possess valid GST No. A copy of such registration certificate is to be enclosed.

2) Quantity:-

Sl. No	Item Description	Quantity
1.	Fire Clay Bricks Size- 230X150X76/62 S/A(IS-8)	7000 Nos.
2.	Fire Clay Bricks Size- 230X150X76/62 E/A(IS-8)	3000 Nos.
3.	Fire Clay Bricks Size- 230X113X40 Split (IS-8)	10000 Nos.
4.	Fire Clay Bricks Size- 230X113X30 Split (IS-8)	3000 Nos.
5.	Fire Clay Bricks Size- 230X113X76 Straight (IS-8)	8000 Nos.
6.	Fire Clay Bricks Size- 230X150X76 Straight (IS-8)	2000 Nos.
7.	Fire Clay Mortar	40 MT

(The quantity may be increased/decreased depending on requirement of user department)

- 3) Specification:- The Al₂O₃ content of fire clay bricks and mortar should be minimum 42% and Fe₂O₃ content should be 1.50 maximum.

- 4) **Period of Supply:** - One year from the date of LOI/Purchase Order or till completion of entire order quantity whichever is later.
- 5) **Price:-** The basic price per unit quantity should be quoted on F.O.R. IFCAL Store basis and should be inclusive of freight and insurance. Taxes & duties payable should be mentioned in the price break-up as given in the **PRICE BID** Format. No escalation in the basic price shall be allowed in any manner for the order quantity.
- 6) **Termination of the Contract:** - Purchaser shall have the right to terminate the contract by giving 15 days notice without assigning any reason thereof.
- 7) **Despatch Schedule:-** The entire quantity will be supplied in three to four phases. However, the required quantities of different sizes of bricks and mortar will be intimated phase-wise.
- 8) **Inspection & Rejection:-** The supplier shall furnish Test Certificate of own in house well equipped laboratory along with the supply. In case the performance is found to be poor, joint sampling will be done followed by 3rd party analysis at any mutually agreed laboratory. If the supplied material (Fire clay bricks only) is found to contain Al_2O_3 less than 42% the same may be accepted by the user department subject to prorata deduction upto Al_2O_3 38% taking the basic price of the item as corresponding to 42% Al_2O_3 content. However, the user department is at liberty to reject the materials if they are not at all satisfied with the performance. In case the materials are rejected, the supplier shall take back the same within three days of receipt of intimation from us at his own cost and arrangement. In case the materials are not lifted within 15(fifteen) days of receipt of intimation, the plot rent @ 1000/- per days will be collected which will be deducted from security deposit/pending bills of any contract of IDCOL/IFCAL. In such case Management will be responsible for any loss or damage of such materials.
- 9) **Transportation:** - The supplier shall deliver the refractory materials at our plant by their own arrangement covering the transit risk.

- 10) **Risk Purchase:-** In case the supplier fails to supply the refractory materials as per our order / intimation, IFCAL shall be at liberty to purchase the same from any other sources and the extra expenditure incurred, if any, for such purchase , shall be recovered from the supplier's pending bills or from the Security Deposit or from both.
- 11) **Force Majure:** - Either party shall not in any way be liable for non-receipt, non-supply of fire clay bricks and mortar in whole or part of our ordered quantity in the consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature beyond the control of Buyer or Seller.
- 12) **Payment:** - 100% payment shall be made in shape of Cheque within 30 days of receipt and acceptance of material and submission of bill.
13. **Earnest Money Deposit (EMD):** EMD of Rs.50,000/- (Rupees Fifty Thousand only) shall either be in the form of Demand Draft (D.D) drawn on any Nationalised Bank payable at Jajpur Road in favour of IDCOL Ferro Chrome & Alloys Limited. The instrument of **EMD should be enclosed alongwith the General Bid.** No request for adjustment of EMD for any outstanding dues with us shall be entertained.
- i) Bidders having valid registration under MSME / NSIC are exempted from deposit of EMD (Documentary proof in support of valid MSME/NSIC registration to be enclosed)
- ii) In case of the unsuccessful bidder, the EMD shall be refunded to the bidder without any accrual of interest immediately after finalization of the order and its acceptance by the successful bidder.
- iii) The EMD of the successful bidder will be converted to Security Deposit.
- 14) **Security Deposit:**
- (i) In case of successful bidder(s), the EMD shall be converted to Security Deposit and will be retained with us. If the successful bidder is registered under Micro & Small Enterprises Act (MSE), such bidder is

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required to pay 25% of the prescribed security deposit in shape of DD favouring “ IDCOL Ferrochrome & Alloys Ltd.” Payable on any Nationalised Bank at Jajpur Road or IFCAL may recover the security deposit so arrived from it’s supply bill what so ever deem fit. The Security Deposit shall be refunded after satisfactory completion of the contract without any interest.

- (ii) During the contract period, if the supplier fails to perform as per the terms and conditions of contract, the Security Deposit will be forfeited without further correspondence with the party/supplier.
- 15) **Price Variation:** - The price of fire clay bricks and mortar per piece/MT quoted by the tenderer shall remain firm till execution of the order is completed, unless, otherwise specified elsewhere in the order. However, statutory variation in any taxes, duties, levies during contractual delivery period may be considered against documentary evidence.
 - 16) The bids should be filled in, duly stamped and signed on each page. The person signing the tender document shall either be the Managing Director or the Proprietor of the company or the Active Partner of the firm. Otherwise the Letter of Authority to sign the tender on behalf of the company/farm/individual shall be enclosed. Full signature of such authorized person should be put on each page of the tender documents with rubber seal.
 - 17) Tender not submitted in proper form will be liable for rejection. Erasing and/or overwriting in the tender documents, if any is to be duly signed by the tenderer.
 - 18) Incomplete tender or tender submitted without requisite document / information / sample is liable to be rejected.

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IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly Owned Subsidiary of IDCOL) A Govt. of
Odisha Undertaking Regd. Office: Ferro Chrome Project
– 755 020 Jajpur Road, Dist: Jajpur (Odisha)

Tender Call Notice No. IFCAL/PUR/1331**Date:12.02.21****GENERAL BID FORMAT**

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------------|
| 1. | Name of the tenderer | : | |
| | Full address | : | |
| | Name of the person signing the tender documents | : | |
| | Telephone No/Cell No. | : | |
| | Fax No. | : | |
| | E-mail ID. | : | |
| 2. | Legal status of the tenderer's farm:
Please specify whether the tenderer is a public or private limited company or registered partnership firm or proprietary concern.
(Enclose documentary proof). | : | Submitted / Not submitted |
| 3. | Name of Managing Director / each Partner / Proprietor as the case may be. | : | |
| 4. | The date of commencement of business of the company / farm / proprietary concern. | : | |
| 5. | Valid MSME/NSIC certificate
(Please enclose copy) | : | Submitted/Not Submitted |
| 6. | GST Registration number

(A copy of the GST Registration Certificate issued by the competent authority should be enclosed). | : | Submitted / Not submitted |
| 7. | The bidder should have manufacturing unit having own foundry to manufacture C.I Mould of at least 8.5 MT
(Documentary evidence to be provided in support of the above) | : | Submitted / Not submitted |
| 8. | PAN
(Please enclose a xerox copy of the PAN card). | : | Submitted / Not submitted |

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9. Quantity of F.C.Bricks & Mortar : 17-18 18-19 19-20
supplied to the reputed industries during the last
3 years.

(Enclose copies of the P.O. for our verification of at least three customers. Performance certificate from at least two reputed customers should be attached).

<u>Sl.No.</u>	<u>Name of the Purchaser</u>	<u>P.O Reference</u>	<u>Order Qty</u>
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(1)

(2)

(3)

10. EMD

Details:

D.D

No. Date:

Amount:

11. Cost of Tender Paper:

D.D No.

Date:

Amount:

N.B:- Enclose all the documents in support of above duly signed and sealed.

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IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly Owned Subsidiary of IDCOL)

A Govt. of Odisha Undertaking

Regd. Office: Ferro Chrome Project – 755 020

Jajpur Road, Dist: Jajpur (Odisha)

Tender Call Notice No. IFCAL/PUR/ 1331**PRICE BID****Date: 12.02.21**

SL No	Description Fire Clay Bricks	Quantity	Price per Unit Qty. FOR IFCAL Site	GST-----% (in Rs.)	Total Landing cost FOR IFCAL site
1	2	3	4	5	6
1.	Fire Clay Bricks Size- 230X150X76/62 S/A(IS-8)	7000 Nos.			
2.	Fire Clay Bricks Size- 230X150X76/62 E/A(IS-8)	3000 Nos.			
3.	Fire Clay Bricks Size- 230X113X40 Split (IS-8)	10000 Nos.			
4.	Fire Clay Bricks Size- 230X113X30 Split (IS-8)	3000 Nos.			
5.	Fire Clay Bricks Size- 230X113X76 Straight (IS-8)	8000 Nos.			
6.	Fire Clay Bricks Size- 230X150X76 Straight (IS-8)	2000 Nos.			
7.	Fire Clay Mortar	40 MT			

N.B:- i) Taxes & Duties, if any , prevailing at the time of supply shall be paid as per actual

ii) The Price Quoted shall remain firm during the period of contract for the order quantity.

iii)The order will be finalized on total price, not on single item basis.

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