

# **MALABAR CEMENTS LIMITED**

(A Govt. of Kerala Undertaking)  
**WALAYAR, PALAKKAD DISTRICT, KERALA-678 624**  
**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/633/2012**

Date: **06.01.2012**

## **TENDER NOTICE**

### **SUPPLY OF REFRACTORY BRICKS:**

Sealed superscribed competitive offers are invited for Supply of Refractory Bricks as per the General instruction, Technical Specifications & Commercial Terms & Conditions given in the tender document.

Interested parties may purchase tender documents from our Finance Department, Cash Section against payment of ₹2080.80 (Inclusive of KVAT @ 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 ₹2080.80 Favouring 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 06.02.2012 upto 4 pm. The date for submission of the tender to the office of the undersigned is on or before 07.02.2012 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**

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## **TENDER DOCUMENT**

### **SUPPLY OF REFRACTORY BRICKS**

- Cost of Tender document : ₹2080.80\_Inclusive of KVAT& cess
- Sale of Tender document : Upto 4.00 PM on 06.02.2012
- Submission of tender : Upto 2.00 PM on 07.02.2012
- Opening of tender (Part-I & II) : By 3.00 PM on 07.02.2012
- Earnest money deposit (EMD) : ₹85,000/- (Rupees Eighty Five Thousand Only) by Demand Draft payable at Palakkad.

Tenders received after due date and time indicated above either by hand or by 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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Date: **06.01.2012**

## **PART - I**

### **GENERAL INSTRUCTIONS & COMMERCIAL TERMS & CONDITIONS:**

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

- I. a.** The tender should be addressed to the Managing Director, Malabar Cements Limited, Walayar Post, Palakkad, Kerala, India-678624.
- 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 by issuing a Purchase Order.

#### **II. SUBMISSION OF TENDER:**

**a.** Every tender shall be made in English. All amount 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 3 parts in separate sealed envelopes in the manner prescribed below:

In the part I of the offer, the Tenderer should give all general and commercial terms & conditions of the material offered with supporting documents as per Tender conditions along with EMD. In Part II Technical specifications of the material offered should be given. Part III shall

*Signature of the Tenderer with Seal*

contain Price portion only. Price bid contains Two formats i.e. A & B. If the tenderer wants to quote in Indian rupees, they may use the format Price Bid-A. If the tenderer is a foreign supplier, who wants to do high sea sales through Indian agent may use Price Bid-B. However, all the 3 envelopes (Part I, II and III, 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 partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be enclosed. If the tenderer is a company registered, under the companies' act of 1956, the following particulars shall be furnished:

1. Corporate Identity Number (CIN)
2. Address of the registered office
3. Registrar of companies under whose jurisdiction the company comes/situates.
4. The PAN & service tax details.
5. A certified copy of memorandum and articles of association to be enclosed.
6. Tenderer also has to indicate the members of the present board of Directors.

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. EARNEST MONEY DEPOSIT**

Tenderers are required to remit an Earnest Money Deposit of Rs:₹85,000/- (Rupees Eighty Five 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 original 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. along with Part-I of the offer.
- 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 VIII below.
- d. The Earnest Money Deposit will not bear any interest.

#### **IV. OPENING OF TENDER:**

- a. On the due date of opening, only Part I & Part II 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 authorized to do so. In case any of the Tenderers are sending their representative, authorization letter from the competent authority 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 III of the offer of those tenderers, who are getting qualified as per clause No. IX only will be opened on a subsequent date. Those qualified tenderers will be informed of the time and date of the 'Price Bid' opening separately.

#### **V. 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.

## **VI. 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 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 and that too with ' L1 ' only.

## **VII. VALIDITY OF OFFER:**

Tenders shall remain open for acceptance for 120 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. Any such withdrawal of tender will entail forfeiture of EMD, made by the tenderer.

## **VIII. SECURITY DEPOSIT:**

- a.** Successful tenderer(s) will be required to pay an amount equivalent to 5% of order value towards Security Deposit for due performance of the contract.
- b.** Failure to furnish security deposit in accordance with the conditions of the tender will be considered as breach of contract, which would entitle the Company to terminate the contract and forfeit the EMD amount in addition to the right of enforcing risk purchase at the cost of suppliers/tenderers.
- c.** The security deposit should be made 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 shall be liable to be forfeited, should the successful tenderer either fail to deliver as per the contractual terms or fail to fulfill his dues to MCL. This will be in addition to the Company's right to make alternative purchase from the open market by tender or by any other mode of purchases at the risk and cost of the supplier.
- 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 conditions of the tender/contract.

**IX. ELIGIBILITY CRITERIA TO QUALIFY THE TENDERER:**

- a. Offers are invited from Manufacturer or their Indian agents having 10 years experience in the field. Copies of the relevant documents to be enclosed along with Part-I.
- b. Tenderer should have supplied same bricks to at least Three to four major Cement plants in India, preferably South India during the last Three years. Copies of Purchase Orders/ Performance Certificate for support of the above should be enclosed as documentary Proof.
- c. Manufacturers Authorization to quote for Supply and service on their behalf (Applicable if the tenderer is an agent).

Originals of all documents referred in **a**, **b** and **c** above shall be produced for our verification at the time of tender opening (Part-I and II). Those who do not produce originals for verification will not be considered.

- d. Firms which have failed to fulfil earlier contractual obligations, will not be considered on any account.
- e. Those Tenderers who have failed to furnish the required EMD and Cost of Tender document along with Part-I of the tender will not be considered.
- f. Tenderer shall 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.

- g.** Black listed parties will not be considered on any account.
- h.** Part-III of the offer (Price bid) of those tenderers who are meeting all the above conditions only will be opened on a subsequent date. Those tenderers who are not meeting even any one of the above conditions will not be considered.

## **X . 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 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.
    - b.** MCL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
  - v)** 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 formalities as regards to the technical bid, by registered post citing the reasons for rejection of their tender
- b.** The Purchase 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.



## **B. PRICES & COMMERCIAL CONDITIONS**

### **1. PRICE:**

Price quoted and accepted shall be firm and fixed till completion of the ordered quantity. Prices are to be quoted as per details mentioned in the price schedule. Excise duty, applicable taxes, packing & forwarding charges, freight, insurance etc. are to be indicated separately.

### **2. EXCISE DUTY:**

The percentage of excise duty applicable shall be clearly indicated. Confirm provision of excise documents to avail cenvat. For items of imported origin also we are eligible to avail cenvat on CVD. For imported items, the percentage of CVD and provision of relevant documents like Bill of Lading, Bill of Entry, Certificate of Origin etc. shall be confirmed.

### **3. SALES TAX AND ENTRY TAX:**

The applicable sales tax and entry tax are to be indicated clearly. MCL can avail concession on CST against provision of C Form.

### **4. DELIVERY:**

Confirm the minimum period required for supply.

### **5. LIQUIDATED DAMAGES:**

For any delay in the committed period for completion of the Supply beyond committed delivery schedule, liquidated damages at the rate of ½% per weeks delay subject to a maximum of 5 % of the contract value will be levied.

### **6. FORCE MAJEURE CONDITIONS:**

If any time during the continuance of the agreement it becomes impossible for you or your Sub suppliers by reasons of war or war like operations, strikes (local strike), lockouts, riots, Civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, you

shall during the continuance of such contingencies, not be bound to execute the contract as per agreement. The supply shall be resumed immediately after the contingency(s) has ceased or other wise determined and your obligations shall continue to be in force for correspondingly extended period after resumption of execution. You shall inform us about such acts as and when they occur by Registered post, within 7 days of occurrence of such event.

**7. TERMS OF PAYMENT:**

**a. For Supplies in Indian Rupees:** 90% payment with 100% applicable taxes & duties shall be made after receipt and acceptance. Balance 10% of Order value shall be paid on submission of bank guarantee in MCL format for equal amount, valid for One year.

**b. For Supplies in Foreign Currencies:** 100% value of the material with applicable taxes and duties will be paid through confirmed irrevocable Letter of credit with 90 days usance draft.

**8.** Transporters copy of the Invoice (Excise Invoice) shall be sent along with the consignment for availing CENVAT benefit, wherever applicable.

**9. SUPERVISION:**

During the first time lining, bidder should provide technical personnel for supervision free of cost, if required by MCL.

**10. VALIDITY:**

The offer shall be kept valid for 120 days from the date of tender opening.

**11. COURT OF JURISDICTION:**

The legal jurisdiction of the contract shall be the competent court at Palakkad, Kerala, India only.

For MALABAR CEMENTS LIMITED,

**MANAGING DIRECTOR**

*Signature of the Tenderer with Seal*

## **PART II**

### **TECHNICAL SPECIFICATIONS OF REFRACTORY BRICKS**

**REQUIREMENT:**

Burning zone bricks as per Drawing 4M-BRK-044-REV-1 and following specification:

|       |   |            |
|-------|---|------------|
| B-320 | - | 5580 NO.   |
| B-620 | - | 11,340 NO. |
| BP-20 | - | 180 NO.    |
| BP+20 | - | 180 NO.    |

**Specification for Basic Bricks:**

| Raw Material Basis                          |            | Magnesia Chromite | Chemical Analysis(wt %)        |       |
|---|------------|-------------------|--------------------------------|-------|
| Physical properties                         |            |                   | MgO                            | 81-85 |
| Bulk density (g/cm <sup>3</sup> )           |            | 2.9-3.05          | Al <sub>2</sub> O <sub>3</sub> | 1-3%  |
| Apparent Porosity (%)                       |            | 17-19%            | Cr <sub>2</sub> O <sub>3</sub> | 3-5%  |
| Cold Crushing Strength (N/mm <sup>2</sup> ) |            | 55                | Fe <sub>2</sub> O <sub>3</sub> | 7-9%  |
| Refractoriness under load °C                |            |                   | CaO                            | 2.5   |
|   | ta         | 1600              | SiO <sub>2</sub>               | 1.5   |
|   | te         | >1700             | Mortar                         |       |
| Pyrometer cone equivalent (SC)              |            | 42                | (%wt of Bricks)                | 1.5-4 |
| Thermal Expansion in %                      |            |                   |                                |       |
| at 400°C                                    |            | 0.4               |                                |       |
| at 800°C                                    |            | 1.1               |                                |       |
| at 1200°C                                   |            | 1.7               |                                |       |
| Thermal shock Resistance                    | 950°C /air | 80                |                                |       |
| Thermal conductivity                        |            |                   |                                |       |
| ASTM w/m ok                                 | at 300°C   | 4                 |                                |       |
|   | at 700°C   | 3                 |                                |       |
|   | at 1000°C  | 2.8               |                                |       |

MORTAR TO LINE THE ABOVE BRICKS - 500 KG.

WEDGE PLATE-STEEL/CLOSURE SHIM 190X190X2 - 500 NO.

**MANAGING DIRECTOR**

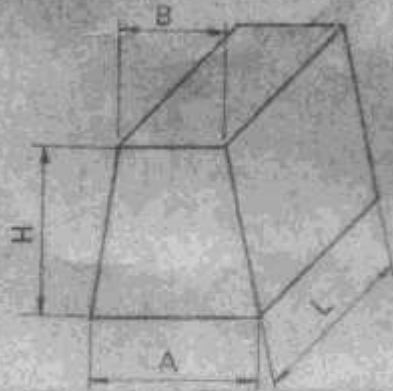


I/We agree and accept the above terms and conditions of the tender.

Date :

Signature of the Tenderer  
with Seal, Date and Address:

*Signature of the Tenderer with Seal*

# DRAWING 4M-BRK-044

| REV.   | DETAILS           | DATE            | SIGN.  |                              |                    |              |                      |                |
|--|-------------------|-----------------|--|------------------------------|--------------------|--------------|----------------------|----------------|
| 1  | NAME CHANGED      | 10.8.98         | ZJA  |                              |                    |              |                      |                |
|   |                   |                 |  |                              |                    |              |                      |                |
| Sizes  | A                 | B               | H  | L                            | Pieces per<br>ring | per<br>meter | Weight (kg)<br>piece | Matl.<br>Spec. |
| KB 620   | 74.0              | 69.0            | 200  | 198                          | 118                | 590          | 8.5                  | S-30           |
| KB 320   | 76.5              | 66.5            | 200  | 198                          | 67                 | 335          | 8.5                  |                |
| Key 20   | 64.0              | 59.0            | 200  | 198                          | 2                  | 10           | 7.3                  |                |
| Key* 20  | 83.0              | 76.2            | 200  | 198                          | 2                  | 10           | 9.4                  |                |
| ACCESSORIES  |                   | DIMENSIONS      |  | PIECE / Met                  |                    |              |                      |                |
| Card boards  |                   | 100 x 50 x 2    |  | 925                          |                    |              |                      |                |
| ITEM NO.   | DESCRIPTION       | QTY             | MATERIAL   | WT. KG / PIECE               | REMARKS            |              |                      |                |
|  <b>MALABAR CEMENTS LIMITED</b><br>(A GOVT. OF KERALA UNDERTAKING)<br>WALAYAR - 678624, PALGHAT, KERALA |                   |                 |  |                              |                    |              |                      |                |
| DRAWN  | NAME              | DATE            | Tolerance for<br>Dimensions<br>without<br>specified<br>tolerance<br>Medium<br>IS:2102-1969 | TITLE                        |                    |              |                      |                |
| TRACED   | <i>Tony Cleas</i> | <i>19-10-97</i> |  | REFRACTORY BRICKS FOR KILN   |                    |              |                      |                |
| CHECKED  |                   |                 |  | KB 620 KB 320 Key 20 Key* 20 |                    |              |                      |                |
| APPROVED   |                   |                 |  |                              |                    |              |                      |                |
| PROJECTION   | SCALE             | REPLACES        |  | DRG. NO.                     | REV.               |              |                      |                |
|   |                   | REPLACED BY     |  | 4M-BRK-044                   | 1                  |              |                      |                |

*Signature of the Tenderer with Seal*

**PART III**  
**PRICE BID- A**

Tender No.: **MT/02/PRT/633/2012**

Date: **06.01.2012**

To

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

Sirs,

Supply of Refractory Bricks to Malabar Cements Ltd as follows.

| Sl No            | Particulars                                     | Basic Price | P & F Charges | Excise Duty | CST/ K.Vat | Delivery Charges upto Walayar Stores | Total |
|------------------|---|-------------|---------------|-------------|------------|--------------------------------------|-------|
| 1                | Brick Thickness 200 mm                          |             |               |             |            |                                      |       |
| a                | B 320   |             |               |             |            |                                      |       |
| b                | B 620   |             |               |             |            |                                      |       |
| c                | BP 20   |             |               |             |            |                                      |       |
| d                | BP+20   |             |               |             |            |                                      |       |
| 2                | Wedge plate-<br>Steel/Closure<br>Shim 190x190x2 |             |               |             |            |                                      |       |
| 3                | Mortar PX-R                                     |             |               |             |            |                                      |       |
| G.TOTAL          |   |             |               |             |            |                                      |       |
| Rupees in Words: |   |             |               |             |            |                                      |       |

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

Date :

Name and Address  
of the tenderer

*Signature of the Tenderer with Seal*

**PART III**  
**PRICE BID- B**

Tender No.: **MT/02/PRT/633/2012**

Date: **06.01.2012**

(In the case of Foreign Supplier, High sea Sales basis through Indian agent)

To

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

Sirs,

Supply of Refractory Bricks to Malabar Cements Ltd as follows.

Name of the Currency:.....

| Sl No                                    | Particulars                                   | Quantity | Weight/T | Price/ T | EUR Total |
|--|---|----------|----------|----------|-----------|
| <b>1</b>                                 | Brick Thickness 200 mm                        |          |          |          |           |
| <i>a</i>                                 | B 320   |          |          |          |           |
| <i>b</i>                                 | B 620   |          |          |          |           |
| <i>c</i>                                 | BP 20   |          |          |          |           |
| <i>d</i>                                 | BP+20   |          |          |          |           |
| <b>2</b>                                 | Wedge plate-Steel/Closure Shim 190x190x2      |          |          |          |           |
| <b>3</b>                                 | Mortar PX-R                                   |          |          |          |           |
| <b>TOTAL</b>                             |   |          |          |          |           |
| <b>4</b>                                 | Ocean Freight to Port of Destination (Cochin) |          |          |          |           |
| <b>5</b>                                 | Insurance Charges                             |          |          |          |           |
| Total CIF Price upto Cochin, Duty unpaid |   |          |          |          |           |
| Amount in Words:                         |   |          |          |          |           |

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

Date :

Name and Address  
of the tenderer

*Signature of the Tenderer with Seal*