

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. 06726-220508, Fax No. 06726-220524

Visit us at www.ifcal.nic.in/idcorissa.com



TENDER DOCUMENT

FOR

SUPPLY OF LANCING PIPE

IDCOL FERRO CHROME & ALLOYS LIMITED

PO: FERRO CHROME PROJECT -755020
JAJPUR ROAD DIST:JAJPUR, ODISHA.

Tender Call Notice No. IFCAL/PUR/1715**Date:16-12-2019****TENDER CALL NOTICE
FOR
SUPPLY OF LANCING PIPE**

Sealed tenders in two parts (Part-I General Bid & Part-II: Price Bid) are invited from the manufacturers for supply of 40 MT $\pm 5\%$ of 8mm NB Lancing Pipe as per specification and scope of supply given in the tender document. Tender document can be downloaded from our website www.ifcal.ori.nic.in/ www.idcorissa.com. The tender should accompany the cost of the tender document of ` 500/- (inclusive of GST) and an EMD of ` 50,000/- in shape of separate D.D drawn in favour of “IDCOL Ferro Chrome & Alloys Limited” payable on any Nationalised Bank at Jajpur Road. Tender submitted other than the manners prescribed in the tender document shall be out rightly rejected. Last date and time of submission of tender is **04.01.2020 at 5.00 P.M.**

MANAGING DIRECTOR

GENERAL CONDITIONS OF THE CONTRACT

- 1) The word “IFCAL” wherever mentioned in the tender document shall mean the company “Idcol Ferro Chrome & Alloys Limited” having its Regd Office at Ferrochrome Project, Jajpur Road, Dist: Jajpur (Odisha), Pin-755020.
- 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.

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- 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. The bidder may, in his own interest, visit the buyer's site to assess various elements of cost before filling in the Price Bid.
- 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 Card, GST Certificate 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 rejection. Management also reserves the right to split the total order quantity between more than one party as per its choice.
- 20) No conditional tender shall be entertained. However, technical specification regardless of whether identical to our tender specification or different may be submitted in a separate sheet as prescribed under clause 1 (c) of special condition of document.
- 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 including EMD) signed on each page should be put inside another sealed cover. **Both the sealed covers (General Bid & Price Bid) should be enclosed in a bigger envelope. The name of the Bidder, Tender Call Notice No. & 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 M.D, IFCAL.
- 25) The purchaser is not bound to accept the lowest price 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 Security Deposit and blacklisting of the supplier.
- 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 cannot be changed 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) That, all legal proceedings in any manner arising out of or in relation to the contract between the parties can only be initiated in a court of law situated within the territorial jurisdiction of the State of Odisha and none of the parties shall have the liberty of initiating any legal proceeding any where 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 lancing pipes and should have a valid Factory/SSI/Manufacturing Unit Registration number issued by the competent authority. The bidder should have experience in manufacture/supply of lancing pipes to ferro alloys/similar industries. (Enclose documentary proof in this regard).
- b) The bidder should have successfully executed an order valuing at least ` 10.00 lac for manufacturing and supply of lancing pipe to any ferro alloys/similar industries during last 3(three) years. (Copies of Purchase Order from the purchaser to be enclosed).

2) **Scope of Supply:**

The bidder shall supply a quantity of 40 MT $\pm 5\%$ of lancing pipe and specification given in the tender (Quantity may increase/decrease as per buyer's option).

3) **Technical Specification:**

Black Steel Pipes (Light), OD: Maximum 13.6mm & minimum 13.2mm, Thickness of sheet: 1.8mm $\pm 5\%$, continuous welded, both ends screwed, one end socketed and other end with one plastic protective ring as per the latest BIS specification. The pipes should be leak proof and free of rust, pitting, grease and oil, should have a minimum length of 5 mtr and be provided with a coat of varnish. The pipe should have a weight of 0.517-0.521 Kg /mtr with a tolerance of 5% only as per IS:10577/82 8mm NB.

4) **Quantity Required: 40 MT $\pm 5\%$.**

(The quantity may be increased / decreased as per buyer's option)

5) **Price:** Price should be quoted FOR Idcol Ferro Chrome & Alloys Ltd site basis as per the detail break up given in the PRICE BID format.

6). **Submission of Sample:** The tenderer must submit their sample alongwith the General Bid as indicated below.

“Two pieces of pipe of 12” length each, both ends threaded and both the pipes joined together by means of a socket”.

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Tender without sample will not be taken into consideration. Order for supply of lancing pipes will be decided based on the approved sample. The approved sample will be the yard stick for checking the bulk supply against the order.

- 7) **Period of Supply:** The period of supply shall be valid for 3(three) months from the date of placement of our Letter of Intent / Purchase Order. Supply may be made in phased manner i.e in 2(two) phases. The material should be delivered within 15(fifteen) days of receipt of our intimation.
- 8) **Weighment:**
 - (a) If shortage in net weight received at our end exceeds 0.45% but remains below 1% of dispatch weight, the cost of the shortage of the lancing pipe beyond 0.45% shall be recovered from the supplier at the rate of cost of purchase of lancing pipe by the management.
 - (b) No excess payment shall be made to the supplier if net receipt weight is more than the net dispatch weight for each trip.
 - (c) If the excess shortage in a particular trip exceeds 1% (one percentage) and above of the net dispatch weight, then no tolerance limit i.e 0.45% shall be considered on that trip and cost of the total shortage shall be deducted as per above norm as at 8(a).
- 9) **Despatch Documents:** Despatch documents should include tax invoice as per GST norms, challan, L.R/G.R, packing list and copy of test certificate from a reputed test house, a complete set of despatch documents in duplicate is required to be sent to Idcol Ferro Chrome & Alloys Limited, P.O- Ferrochrome Project, Jajpur Road, Dist- Jajpur (Odisha) by courier immediately on despatch of the consignment.
- 10) **Payment:** The supplier shall submit bill against supply of each consignment. Payment will be made within 30 days of actual receipt and inspection of the materials after deduction, if any.
- 11) **Validity Period:** The bid shall remain valid for a period of 60(sixty) days from the last date of submission of bids.

12) Inspection & Testing:

- (a) It would be the responsibility of the supplier to inspect the pipe piece-wise before dispatch to ensure that the bulk supplies strictly comply with the samples and/or specifications duly approved by the buyer. The final inspection will be carried out by the buyer's representative after delivery of material at their site, i.e Stores premises of M/s Idcol Ferro Chrome & Alloys Ltd. If any of the pipes supplied is found to be defective either during random inspection post-delivery or during the use, the supplier shall replace the defective pipes at their risk & cost within a period of 10 days from the date of our intimation. In such case, the supplier should send their representative to our Works within 7(seven) days of receipt of our intimation for segregating the defective pipes at their cost and in case the supplier fails to comply to the buyer's such advice, the decision as would be taken by IFCAL as regards to segregation of pipe would be final & binding.
- (b) The buyer reserves the right to inspect the materials at the supplier's Works, Godown or Store, if they so desire and the supplier shall allow all reasonable facilities to the buyer's inspecting officer including free access to their Works and all records having bearing on the quality and progress of deliveries against the order.

13) **Rejection:** The final inspection of pipes supplied by the supplier will be inspected our Works and if found not confirming to our specification will be rejected outright. In that case the supplier has to take back the rejected materials within 15(fifteen) days and if fails to take back the pipes within stipulated period, a penalty of ` 2000/- per day will be collected/adjusted against bills or security deposit lying with IFCAL. If the supplier fails to take back the rejected pipe within one month, no claim of their pipe will be entertained.

14) **Weighment:** The weighment taken at IFCAL shall be final. The supplier or his authorized representative may be present at the time of measurement if they so desire by written intimation to buyer.

- 15) **Liquidated Damage:** Delivery being essence of the supply if delayed beyond schedule, liquidated damage @ 0.5% per week of the basic price for delayed Consignment shall be levied and recovered subject to a maximum of 5% of the total order value excluding taxes & duties.
- 16) **Risk Purchase:** In case the supplier fails to supply the lancing pipes as per our order/intimation, IFCAL shall be at liberty to purchase the same from any other sources and extra expenditure incurred, if any, for such purchase, shall be recovered from the supplier i.e. either from pending bills or from the Security Deposit.
- 17) **Force Majeure:** Either party shall not be in any way liable for non-receipt, non-supply of lancing pipe in whole or part of our ordered quantity in consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature beyond the control of Buyer and Seller.
- 18) **Earnest Money Deposit (EMD):** Earnest money of ` 50,000/- (Rupees fifty thousand only) shall be furnished in the form of Demand Draft (D.D) drawn on any Nationalised Bank in favour of Idcol Ferro Chrome & Alloys Limited payable at Jajpur Road. No request for adjustment of EMD against any outstanding dues with IFCAL shall be entertained.
- i) Bidders having valid registration under MSME/NSIC units are exempted from deposit of EMD (Documentary proof in support of valid MSME/NSIC registration to be enclosed).
 - ii) In case of unsuccessful bidders, the EMD shall be refunded to the bidder without any interest immediately after issuance of the order and its acceptance by the successful bidder.
 - iii) **Forfeiture of EMD:** In case the bidder opts to withdraw from the tendering process after opening of the tender and while the same is under consideration of IFCAL during the validity period of 60(sixty) days, the Earnest Money as deposited by the bidder shall be forfeited without any reference to the bidder.

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- 19) **Security Deposit:**
- (i) The EMD of the successful bidder shall be converted to Security Deposit after they confirm acceptance of the Purchase Order with other terms & conditions.
 - (ii) Security Deposit shall be retained with IFCAL & shall be refunded without any interest after successful performance of 6(six) months from the date of complete supply.
- 20) **Buyer's Option:** Idcol Ferro Chrome & Alloys Ltd reserves the right to split the tender quantity among more than one party. The company may reject any or all quotations without assigning any reason thereof.
- 21) **Termination of the Contract:** Purchaser shall have the right to terminate the contract by giving 15 days notice without assigning any reason thereof. In such case, the supplier shall have no claim for any loss sustained by them.

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IDCOL FERRO CHROME & ALLOYS LIMITED

Tender Call Notice No. IFCAL/PUR/1715

Date:16-12-2019

GENERAL BID

1. Name of the tenderer :

- Full address :

- Name of the person signing the tender documents & mobile No. of contact person :

- 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).

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. :

6. Valid registration under MSME/NSIC :
(Please enclose Xerox copy of documentary evidence issued by competent authority)

7. Upto-date GST Registration Certificate issued by the competent authority. :
(Please enclose a Xerox copy of the certificate. **The tender will not be taken into consideration if the tenderer does not enclose the copy of up-to-date GST Certificate / the application for issue of**

**up-to-date GST Certificate duly received
by the office of the competent authority).**

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8. PAN (Please enclose a xerox copy of the PAN card). :
9. Two pieces of pipe of 12" length each, both ends threaded and both the pipes joined together by means of a socket (Sample of cut piece is to be submitted alongwith tender)
10. Quantities (in MT) supplied to customers during the last 3 years. : 16-17 17-18 18-19
.....
- (Enclose copies of the P.O. for our verification of at least three customers).

<u>Sl.No.</u>	<u>Name of the Purchaser</u>	<u>P.O Reference</u>	<u>Order Qty in mtrs</u>
(1)			
(2)			
(3)			

11. EMD Details : D.D. No. :
Date :
Amount :
Drawn on :
(Banker' name)
Payable at :
12. Cost of tender paper : D.D. No. :
Date :
Amount :
Drawn on :
(Banker' name)
Payable at :

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IDCOL FERRO CHROME & ALLOYS LIMITED

Tender Call Notice No:IFCAL/PUR/1715

Date: 16-12-2019

PRICE BID

Sl. No.	Description of material	Quantity	Price in Rs. per mtr.
1.	Lancing Pipe: Black Steel Pipes (Light), OD: Maximum 13.6mm & minimum 13.2mm, Thickness of sheet: 1.8mm, continuous welded, both ends screwed, one end socketed and other end with one plastic protective ring as per the latest BIS specification. The pipes should be leak proof and free of rust, pitting, grease and oil, should have a minimum length of 5 mtr and be provided with a coat of varnish. The pipe should have a weight of 0.517-0.521 Kg per mtr with a tolerance of 5% only as per IS:10577/82 8mm N.B. If the weight is found to be less than a minimum weight of 0.517-0.521 Kg per mtr, proportionate deduction will be made from the subsequent supplies or the amount should be payable to the buyer M/s Idcol Ferro Chrome & Alloys Ltd taking 0.517-0.521 Kg per mtr as the basis.	40 MT $\pm 5\%$ to be delivered in phased manner.	a) Basic price FOR IFCAL site : ` (Based on clause no:5 & 6 of Terms & Conditions) b) GST @% : ` Total (a + b) : ` In words : Rupees..... only

I/we have read the terms & conditions of the tender fully and accept the same.

Signature & Seal of Tenderer