

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

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TENDER DOCUMENT

FOR

SUPPLY OF INDUSTRIAL OXYGEN & D.A. GAS

IDCOL FERRO CHROME & ALLOYS LIMITED

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

Tender Call Notice No. IFCAL/PUR/1716**Date:16-12-2019**

**TENDER CALL NOTICE
FOR
SUPPLY OF INDUSTRIAL OXYGEN & D.A. GAS**

Sealed tenders in two parts (Part-I General Bid & Part-II: Price Bid) are invited from the manufacturers for supply of 76,000 Cum Industrial Oxygen & 650 Cum of D.A. Gas as per specification and scope of supply given in the tender document. Tender document can be downloaded from our website www.ifcal.nic.in/ www.idcorissa.com. The tender should accompany the cost of the tender document of ` 500/- (inclusive of GST) and an EMD of ` 1,50,000/- 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 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 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.

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- 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) 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 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 reputed & experienced manufacturer of industrial oxygen & D.A. gas (documentary evidence to be enclosed).
- b) The bidder should have at least 5(five) years of experience in manufacturing & supply of industrial oxygen & D.A. gas (enclose list of customers for last 5(five) years).
- c) The bidder should have successfully executed an order for supply of minimum 1.50 lakh Cum in a year to any similar industries and the proof of supply for last 3(three) years to be enclosed.

2. Specification:

- a) Compressed industrial oxygen gas in returnable cylinder having 7 cum capacity.
- b) D.A. gas in returnable cylinder having 7 cum capacity.

3. Quantity Required:

- a) Compressed industrial oxygen: 76000 Cum.
- b) D.A. gas: 650 Cum.

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

4. Price: The contract shall be on the basis of supply on cum basis FOR destination and as per the following break up.

- (i) Price per Cum
- (ii) Taxes & transportation charges as per the Price Bid format.
- (iii) Capacity of cylinder.

5. Price Variation:

- (i) The basic price of both the gases (Compressed industrial Oxygen & D.A gas) including freight charges upto IFCAL site, Jajpur Road finalized against item Sl. No.4 of the Price Bid shall remain firm till validity period of contract.
- (ii) However statutory variation in any taxes, duties, levies during contractual period may be considered against documentary evidence.

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6. **Period of Supply:** The period of supply shall be one year from the date of placement of our Letter of Intent / Purchase Order. The management reserves the right to extend the contract for another 2(two) months at the same price, terms & conditions. The contract may be further extended upto another one year on mutual consent basis. Supply shall be made in phased manner. The materials should be delivered within 7(seven) days of receipt of our intimation.
7. The supplier has to stock a minimum of 40 to 50 Nos. full oxygen cylinders & 3 Nos. D.A gas in our plant without any charges.
8. **Delivery:** Delivery shall be made FOR our site. The material should be delivered on priority basis either through formal/verbal/telephonical order as the mode may be by our Stores Department. As timely delivery is the essence of the contract, the supplier has to supply required numbers of cylinders as per the instruction of Stores Department from time to time.
9. **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.
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. **Testing:** We may take up random pressure testing of the supplied cylinders at our site (one every 10 cylinder) and average pressure will be recorded. A tolerance of 5% would be allowed on this average pressure. If this average pressure is found below the minus tolerance, proportionate deduction shall be made. No extra payment shall be entertained if the pressure is found more than

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the plus tolerance level. The average pressure at 15° Celsius for 7 Cum & 8 Cum capacity cylinder shall be considered as 138.33 kg per Sq.cm & 152.15 kg per Sq.cm respectively.

13. **Rejection:** If the oxygen cylinders & D.A gases after delivery at our site are found not confirming to our specification or in damaged condition, the same shall be rejected. The supplier is to take back the same so rejected of their own cost & risk within 7(seven) days of delivery beyond which IFCAL authority shall not be responsible for its safe custody. If the supplier fails to return back the rejected cylinders within 07(seven) days, then the supplier is liable to pay the ground rent as ` 10.00 per cylinder per day.
14. **Risk Purchase:** In case the supplier fails to supply the compressed oxygen cylinder & D.A gas 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.
15. **Force Majeure:** Either party shall not be in any way liable for non-receipt, non-supply of compressed oxygen cylinder & D.A gas 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.
16. **Earnest Money Deposit (EMD):** Earnest money of ` 1,50,000/- (Rupees one lakh 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 are exempted from deposit of EMD (Documentary proof in support of valid MSME/NSIC registration to be enclosed)

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- 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.
 - iv) The EMD of the successful tenderer will be converted to Security Deposit.
17. **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.
18. **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.

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IDCOL FERRO CHROME & ALLOYS LIMITED

Tender Call Notice No. IFCAL/PUR/1716

Date:16-12-2019

GENERAL BID

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).

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. Central Excise Registration number :

(A copy of the Registration Certificate issued by the competent authority should be enclosed).

6. Manufacturing Unit Registration No. :

(A copy of Manufacturing Unit Registration Certificate should be enclosed).

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7. GST Registration Certificate issued by the :
competent authority.
(Please enclose a Xerox copy of the
certificate).
8. PAN (Please enclose a xerox copy of the :
PAN card).
9. Quantities (in Cum) supplied to customers : 16-17 17-18 18-19
during the last 3 years.
(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>
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(1)

(2)

(3)

10. EMD Details : D.D. No. :
Date :
Amount :
Drawn on :
(Banker' name)
Payable at :
11. 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/1716

Date:16-12-2019

PRICE BID**INDUSTRIAL OXYGEN & D.A. GAS:**

- | | | | |
|----|--|---|---------|
| 1. | Basic price of compressed industrial Oxygen in returnable cylinder having 7 Cum capacity | : | ` |
| 2. | Basic price of Industrial D.A gas in Returnable cylinder having 7 Cum capacity | : | ` |
| 3. | GST @ %
on the total price | : | ` |
| 4. | Transportation charges per cum each gas, which shall also cover the freight charges towards return of empty cylinders from IFCAL Works to the Supplier's site. | : | ` _____ |
| | Total Landed price (1+2+3+4) | : | ` |
- (The L₁ price will be arrived on total landed price of the bidders)

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

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