

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.ori.nic.in/idcorissa.com



TENDER DOCUMENT

FOR

SUPPLY OF NEW OPEN MOUTH GUNNY BAGS

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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/519**Date:28.07.2021**

**TENDER CALL NOTICE
FOR
SUPPLY OF NEW OPEN MOUTH GUNNY BAGS**

Sealed tenders in two parts are invited from the manufacturers of gunny bags for supply of 60,000 nos gunny bags of size 22” (height) x 19” (width at open end) and having quality specified in tender documents for packing of High Carbon Ferro Chrome of a net weight of 50 kg per bag. Tender document can also 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.500/- 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 **12.08.2021 at 5.00 P.M.**

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED

GENERAL CONDITIONS OF THE CONTRACT

- 1) The word IFCAL wherever mentioned in this tender documents shall mean Idcol Ferro Chrome & Alloys Limited.
- 2) The “legal status” of the tenderer i.e. proprietary concern, partnership farm, private or public limited company or any other as the case may be, shall be specified. The relevant documentary proof should be enclosed with the General Bid.
- 3) The person signing the tender document either shall 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 farm shall be enclosed with the General Bid.
- 5) The tender (also called bid) not submitted in the manner prescribed in this document, shall be rejected at the risk & responsibility of the tenderer.
- 6) 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.
- 7) All the crucial figures, like rates and amount shall be written in figures followed by words in a bracket.
- 8) There shall be no overwriting in the tender document and other papers submitted. All additions, alterations, deletions, cuttings, corrections etc., should be initialed and seal affixed thereto by the same person who signs the tender document. For failing to do so, the tender may be rejected.
- 9) All the rates and amounts shall be quoted in Indian Rupee and shall be presumed to be in Indian Rupee. In case of any reduction in taxes, duties

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or levies announced subsequent to submission of bid, the total price quoted shall stand reduced by the corresponding amount.

- 10) Each page of this tender document should be signed by the tenderer with seal affixed 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.
- 11) All documents and papers submitted with the tender should be in English and shall be authenticated under the seal and signature of the tenderer 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.
- 12) Use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient.
- 13) 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 tenderer.
- 14) The tenderer shall submit the self-certified legible xerox copies of his PAN card, GST registration certificates along with the General Bid.
- 15) The tenderer shall enclose the original Money Receipt/DD towards cost of tender document alongwith the tender submitted.
- 16) The tenderer may send their tender by Regd. Post/by Courier/ by authorized representative. However, the authorities shall not be responsible for postal and other delays in receipt of the tender.
- 17) If the last date for submission of the tender turns out to be a holiday, it will automatically be extended to next Govt. working day.
- 18) A bid submitted cannot be withdrawn.
- 19) The tender submitted shall remain valid for a minimum period of 60(sixty) days from the last date of submission of tenders.

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- 20) 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 tenderer on account of such rejection. Management also reserves the right to split the total requirement among more than one party as per its choice.
- 21) No conditional tender shall be entertained.
- 22) This tender document has prescribed a General Bid format & a Price Bid format. The “Price Bid” shall be submitted in a separate sealed cover after detaching its format from the tender document. General Bid format duly filled up alongwith the remaining part of the tender document (i.e General Conditions of the Contract & Special Conditions of the Contract) and 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. Only the tender notice number & due date of receipt shall be boldly written in all the sealed covers/envelopes. The sealed cover containing the Price Bid should not enclose any document other than the Price Bid format duly filled in.
- 23) The “General Bid” of the submitted tender shall be opened first and scrutinized by the Purchase Committee.
- 24) The “Price Bid” shall be opened thereafter only in those cases, where the tenderer is found to have fulfilled all the requirements/specifications asked for in the General bid format and in the tender document.
- 25) Price negotiation, other than with the lowest tenderer, will not be held without obtaining the prior approval of the Managing Director, IFCAL
- 27) IFCAL is not bound to accept the lowest quoted price.
- 29) All transit risks shall be to the supplier’s account.
- 30) Failure to supply the order quantity within the stipulated period as per the intimated delivery schedule may lead to forfeiture of EMD and blacklisting of the supplier.

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- 31) All clarification sought from the tenderer on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
- 32) Terms & conditions of this tender document cannot be changed without prior approval of the Managing Director, IFCAL.
- 33) Entire tender document duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful tenderer. No separate contract agreement shall be executed.
- 34) **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.
- 35) 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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IDCOL FERRO CHROME & ALLOYS LIMITED

SPECIAL CONDITIONS OF THE CONTRACT

- 1) **Eligibility of tenderer:**
 - a) The tenderer should be a manufacturer of gunny bag (Documentary evidence to be enclosed in this regard).
 - b) The tenderer should have successfully executed an order of at least 1,00,000 nos of open mouth gunny bags to any ferro alloys industries in Odisha in any single year during last 3(three) years i.e 2018-19, 2019-20 & 2020-21. Copy of Work Order /Performance Certificates are to be enclosed with the General Bid.
 - c) The tenderer must possess GST Registration Certificate from the competent authority. A copy of the said certificate is to be enclosed alongwith the General Bid.
 - d) The tenderer must possess PAN No. A xerox copy of PAN Card is to be enclosed.
- 2) **Quantity:** 60,000 nos (indicative only, may be increased/decreased as per our requirement which will be supplied in phased manner as per our schedule).
- 3) **Price:** The basic price per piece should be quoted on FOR IFCAL Store basis. 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 till completion of supply of 60,000 nos of bags is completed.
- 4) **Period of supply:** 12(twelve) months from the date of receipt of LOI/Purchase Order or till completion of supply of the ordered quantity whichever is later.

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- 5) **Termination of the contract:** The buyer (i.e IFCAL) 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.
- 6) **Specification:**
- (a) Brand new open mouth gunny bags.
 - (b) The gunny bags should be strong enough for packing of HCFC lumps/chips to be packed with a net weight of 50 kg per bag. It should be properly stitched.
 - (c) Weight of each bag: 310 gms $\pm 5\%$.
Size: 22" (height) x 19" (width at open end) duly branded with IFCAL emblem of 3" diameter in legible, indelible & waterproof colour of green/red.
- 7) **Despatch schedule:** The gunny bags will be supplied @ 5000 nos per month or as will be communicated vide our PO/LOI/intimation from time to time.
- 8) **Inspection:**
- (a) The gunny bags delivered at our plant store shall be inspected by the user department and shall be accepted / rejected on the basis of their certification. Each bag should possess a weight of 310 gms $\pm 5\%$. Upon record of net weight of the supplied bags at buyer's weighbridge which would be final & binding on both buyer & seller, the buyer is at liberty either to reject or accept the bags in case bags are found beyond -5% of 310 gms with pro-rata deduction taking 294.5 gms as the bench mark weight. In case the bags are found beyond the plus tolerance of 5% , the buyer would have no hesitation in accepting the bags provided the product confirm to other parameters as indicated against clause no: 6 of the Special Conditions of the Contract. The supplier is to take back the rejected gunny bags, if any, at their own cost and arrangement

within 7 (seven) days of receipt of intimation from IFCAL failing which the supplier would cease the right for refund and the buyer reserves its right to dispose off these bags by any means it feels proper and in such case the supplier would have no claim whatsoever on their rejected bags. It is practically quite difficult and time consuming for the buyer to take up inspection of each and every bag. Hence bags should be supplied in bundle containing 50 nos of bags. At random, one bundle from every ten (or part thereof) bundles would be carved out for inspection. In case of rejection of bags post inspection, the final rejected quantity out of these carved out bundles (1 out of 10 or part thereof of the supplied bags) would be ascertained. The percentage of bags as found rejected out of these carved out bundles would form the basis of calculation of final quantity of rejected bags in the supplied quantity. Old, used or second hand gunny bags shall be rejected outright.

- (b) However the supplier is obliged to effect delivery of bags only after the bags are found in conformity to our specification after taking up pre-despatch inspection of bags at supplier's site.
- 9) **Rejection:** The final inspection of bags supplied by the supplier will be inspected at 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 bags within a week and if fails to take back the bags within stipulated period, a penalty of Rs.2000/- per day will be collected / adjusted against bills or security deposit lying with IFCAL.
- 10) **Sample:** The tenderer is required to submit a sample of their gunny bag along with their offer. **The offer received without sample shall be rejected.** The sample should carry a tag clearly displaying the tenderer's name and address as well as the tender notice number & date. Bids submitted without the identified sample shall not be entertained.

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- 11) **Transportation:** The supplier shall deliver the gunny bags at our plant by their own arrangement covering all risks.
- 12) **Risk purchase:** In case the supplier fails to supply gunny bags 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 / pending dues / security deposit.
- 13) **Force Majeure:** Either party shall not in any way be liable for non- receipt / non-supply of gunny bags in whole or part of our ordered quantity in the consequence of any strike, lockout, stoppage, fire, breakdown, accident, flood, riot or whatever beyond the control of both buyer & seller.
- 14) **Payment:** 100% payment shall be made in shape of D/D or Cheque within 30 days of receipt and acceptance of materials and submission of bill.
- 15) **Earnest Money Deposit (EMD):** Earnest money of Rs. 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.
 - a) 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).
 - b) 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.
 - c) In case the tenderer opts to withdraw from the bidding process after it retains the L₁ position but before finalization of the tender, then the EMD of the tenderer shall be forfeited without any further reference.
 - d) The EMD of the successful tenderer will be converted to Security Deposit.

16. 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. If the successful bidder is registered under Micro & Small Enterprises Act(MSE) are 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 its supply bill what so ever deem fit.
- 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.

17. Price Variation: The price of gunny bag per piece 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 submission of documentary evidence by the supplier & approval thereto by the buyer.

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IDCOL FERRO CHROME & ALLOYS LIMITED

Tender Call Notice No. IFCAL/PUR/519

Date:28.07.2021

GENERAL BID

1. Name of tenderer :
Full address :
- Telephone No. :
Fax No. :
E-mail, ID, etc. :
2. Name of Managing Director / eachpartner / Proprietor as the case may be.
3. Legal status of the bidder firm: : Submitted/not submitted
Please specify whether the bidder is a public or private limited company or registered partnership firm orproprietary concern.
(Enclose documentary proof).
4. Please mention the date of commencement of business of the company / farm / proprietary concern. : Submitted/not submitted
(Xerox copy of licence of the Factory/Works is to be provided).
5. GST Registration No. : Submitted/not submitted
(Please enclose a xerox copy of the registration certificate).
6. PAN No. : Submitted/not submitted
(Please enclose a xerox copy of the same).
7. Valid registration under MSME/NSIC (Please enclose Xerox copy of documentary evidence issued by competent authority)
8. Experience as regards to successfully execution of order for supply of 1.00 lakh gunny bags in any single year during 2018-19, 2019-20 & 2020-21 to any ferro alloys industries in Odisha. (Enclose xerox copy of Work Order / Performance Certificate) : Submitted/not submitted

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9. Submission of sample gunny bag
alongwith offer.

10. Quantities (in MT) supplied to customers
during the last 3 years.

2018-19

2019-20

2020-21

(Enclose copies of the P.O. for our
verification .)

11. EMD Details : Submitted/not submitted

D.D. No. :

Date :

Amount :

Drawn on Bank :

Payable at :

12. Cost of Tender Paper : Submitted/not submitted

D.D. No. :

Date :

Amount :

Drawn on Bank :

Payable at :

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

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IDCOL FERRO CHROME & ALLOYS LIMITED

Tender Call Notice No. IFCAL/PUR/519

Date:28.07.2021

PRICE BID**Price of open mouth gunny bags per piece.**

- | | | | |
|----|---|---|--------|
| 1) | Basic price of gunny bag per piece
FOR IFCAL Store | : | ` |
| 2) | GST (@ % on `) | : | ` |
| 3) | Total landing cost (1 + 2) | : | _____` |

(In words rupees _____ only)

N.B:- The price quoted shall remain firm during the period of contract.

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