

# **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)

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Visit us at [www.ifcal.nic.in/idcorissa.com](http://www.ifcal.nic.in/idcorissa.com)



## **TENDER DOCUMENT**

**FOR**

**SUPPLY OF NEW HDPE/PP JUMBO BAG**

**Signature & Seal of Tenderer**

**I N D E X**

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**IDCOL FERRO CHROME & ALLOYS LIMITED**

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**Tender Call Notice No. IFCAL/PUR/520****DATE: 28.07.2021****TENDER CALL NOTICE  
FOR SUPPLY OF NEW HDPE/PP JUMBO BAG**

Sealed tenders in two parts (Part-I: General Bid & Part-II: Price Bid) are invited from the manufacturers or resourceful traders for supply of 3000 Nos. 1 MT capacity HDPE/PP Jumbo bags for packing of HCFC Lumps. Tender document can be downloaded from our website [www.ifcal.nic.in/www.idcorissa.com](http://www.ifcal.nic.in/www.idcorissa.com). The tender should accompany the cost of the tender documents of **Rs. 300/-** (inclusive of GST) and an EMD of **Rs. 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 & time of submission of tender is **19.08.2021at 5.00 PM**

**MANAGING DIRECTOR**

## **IDCOL FERRO CHROME & ALLOYS LIMITED**

### **GENERAL CONDITIONS OF THE CONTRACT(GCC)**

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

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- 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 certificate along with the General Bid.
- 15) The tenderer shall enclose the original Money Receipt towards cost of tender document alongwith the tender submitted.
- 16) The tenderer may send their tender by Regd. Post/Speed Post/by Courier. 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 days from the last date of submission of tenders.
- 20) IFCAL management reserves the right to accept / reject any or all tenders without assigning any reason thereof. No claim, whatsoever, shall be

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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 without approval of the competent authority..
- 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 (SCC)**

- 1) **Eligibility of tenderer:**
  - a) The tenderer should be a manufacturer/trader of HDPE/PP Jumbo bags (Documentary evidence to be enclosed in this regard).
  - b) The tenderer should have successfully executed supply of 3000 nos. of jumbo bags to any Ferro Alloys Industries in any single year during last 3(three) years i.e. 2018-19 ,2019-20 &2020-21 (documentary evidence such as copies of P.O and Performance Certificate to be enclosed in this regard).
  - c) Earnest Money Deposit of **Rs. 50,000.00(Fifty Thousand only)**
- 2) **Quantity:** 3000 Nos (to be supplied in phased manner i.e. 3 phase). The quantity may increase or decrease depending on our requirement. In case of increase in quantity , supply will be made in phased manner as per buyer's 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 execution of supply of order quantity is completed.
- 4) **Period of supply:** 06 Months from the date of Purchase Order/LOI in phased manner (03 phases). Management may extend the period of supply for another 2(two) months at the same rate, terms & conditions till the supply is completed.
- 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.

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6) **Specification:**

Brand new HDPE/PP jumbo bag to carry HCFC lumps of a net wt of 1 MT

**Size:** Length : 90 cms.  
Width : 90 cms.  
Height : 60 cms.

Four side walls & bottom side of the bag should have two layers of good quality HDPE/PP cloth duly double stitched at corner joints. Mouth at top should be fully open and all four side walls attached with an HDPE/ PP flap of single layer having width of 70cms for the purpose of closing the bags & with one rope of length 60 cms for tying up the flaps. Each bag should have four handles made of nylon tape of width 7.5cms and length 140 cms out of which 50cms (25 cms + 25 cms) should be stitched with the body of the bags & 90 cms should remain free for handling purpose and should withstand a load of at least 1.25 MT. Preferably the handles should be fixed near every corner. The minimum weight of each bag should be 2(two) kg. The emblem of the buyer “**IFCAL**” should be duly printed with indelible ink on outside wall of two opposite sides of the bag.

7) **Despatch schedule:** 1<sup>st</sup> phase of 1000 nos. bags will be supplied within 15 days from the date of receipt of P.O . The dispatch schedule for balance 2000 nos. of bags will be communicated vide our written intimation/over telephone . Supply is to be commenced within 15-20 days from the date of our intimation.

8) **Inspection:**

(a) The jumbo 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 minimum weight of 2 kg. 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

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-5% of 2 kg with prorata deduction taking 2000 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 without any extra cost 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 jumbo 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 claim 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 lot. Old, used or second hand jumbo bags shall be rejected outright.

- 9) **Sample:** The tenderer is required to submit a sample of their jumbo 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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- 10) **Transportation:** The supplier shall deliver the jumbo bags at our plant by their own arrangement covering all risks.
- 11) **Risk purchase:** In case the supplier fails to supply jumbo 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.
- 12) **Force Majeure:** Either party shall not in any way be liable for non-receipt/non-supply of jumbo 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 buyer/seller.
- 13) **Payment:** 100% payment shall be made in shape of Cheque within 30 days of receipt and acceptance of materials and submission of bill.
- 14) **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 tenderer, the EMD shall be refunded to the tenderer without any accrual of interest immediately after finalization of the order and its acceptance by the successful bidder.

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- iii) **Forfeiture of EMD:** In case the tenderer opts to withdraw from the bidding process before finalization of tender, then the EMD of the tenderer shall be forfeited without any further reference.
  - iv) The EMD of the successful tenderer will be converted to Security Deposit.
- 15) **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 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.
- 16) **Price Variation:** The price of jumbo 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/520**

**Date:28.07.2021**

### GENERAL BID

- |    |   |   |                         |
|----|---|---|-------------------------|
| 1. | Name of tenderer  | : |                         |
|    | Full address  | : |                         |
|    | Telephone No.   |   |                         |
|    | Fax No.   | : |                         |
|    | E-mail, ID, etc.  | : |                         |
| 2. | Legal status of the bidder firm:  | : |                         |
|    | Please specify whether the bidder is a public or private limited company or registered partnership firm or proprietary concern.<br>(Enclose documentary proof). |   | Submitted/Not submitted |
| 3. | Name of Managing Director / each partner / Proprietor as the case may be.   | : |                         |
| 4. | Please mention the date of commencement of business of the company / farm / proprietary concern.  | : |                         |
| 5. | GST registration no.<br>(Please enclose a xerox copy of the registration certificate).  | : | Submitted/Not submitted |
| 6. | Valid registration under MSME/NSIC<br>(Please enclose documentary evidence issued by the competent authority)   |   | Submitted/Not submitted |
| 7. | PAN No.<br>(Please enclose a xerox copy of the same).   | : | Submitted/Not submitted |
| 8. | Manufacturer/Trader<br>(Enclose documentary proof)  | : | Submitted/Not submitted |

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9. Experience in supply of 2000 nos of jumbo bags to any Ferro Alloys Industries in any single year during last 3(three) years i.e 2018-19 , 2019-20 %2020-21 for packing of HCFC. (Please enclose xerox copies of Purchase Order and performance certificate). : Submitted/Not submitted
10. **EMD Details** :
- D.D No. :
- Date :
- Amount :
- Drawn on Bank :
- Payable at :
11. Cost of tender : Submitted/Not submitted
- D.D No. :
- Date :
- Amount :
- Drawn on Bank :
- Payable at :
12. Sample bag : Submitted/Not submitted

**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/520

Date:28.07.2021

### PRICE BID

**Price of HDPE/PP jumbo bag per piece.**

- |    |  |   |         |
|----|--|---|---------|
| 1) | Basic price of jumbo bag per piece FOR IFCAL                   | : | `       |
|    | (a) HDPE bag per piece   | : | `       |
|    | (b) PP bag per piece   | : | `       |
| 2) | GST (@ % on ` )  | : | `       |
| 3) | Any other taxes & duties<br>(Prevailing rates to be specified) | : | `       |
| 4) | Total landing cost (1 + 2 + 3)                                 | : | ` _____ |

( In words rupees.. only )

- N.B:-** 1) Taxes & duties prevailing at the time of supply shall be paid as per actual.
- 2) The price quoted shall remain firm during the period of contract.

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