

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. 06726-220212 / 220508, Fax No. 06726-220524,

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TENDER DOCUMENT

FOR

SUPPLY OF MOLASSES

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Signature & Seal of Tenderer

I N D E X

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IDCOL FERRO CHROME & ALLOYS LIMITED

P.O: Ferro Chrome Project – 755 020 Tel. No.06726-220508
Jajpur Road, Dist: Jajpur (Odisha) Fax No.06726-220524

Tender Call Notice No. IFCAL/PUR(RM)/1144

Date:12.09.2019

**TENDER CALL NOTICE
FOR SUPPLY OF MOLASSES**

Sealed tenders in two parts (Part-1 : General Bid, Part-2: Price Bid) are invited from the producers / traders / agents for supply of 600 MT of molasses having a density of 1.35 gm per cc min. and other qualities as specified in the tender document for production of Chrome Ore Briquette. Tender document can be downloaded from our website www.ifcal.nic.in/www.idcorissa.com. Tender should accompany EMD of ` 50,000/- (Rupees fifty thousand only) in shape of D.D/Banker's Cheque drawn in favour of Idcol Ferro Chrome & Alloys Ltd on any Nationalised Bank payable at Jajpur Road. The tender documents submitted after downloading the same from the website should accompany a non-refundable D.D/Banker's Cheque on any Nationalised Bank for an amount of ` 500.00 towards cost of tender document (inclusive of GST) drawn in favour of Idcol Ferro Chrome & Alloys Ltd payable at Jajpur Road. Tender submitted in any manner other than that prescribed in the tender document shall stand rejected. Last date of receipt of tender is **dtd.04.10.2019 at 5.00 P.M.** Management of IFCAL reserves the right to reject any or all tenders without assigning any reason thereof.

MANAGING DIRECTOR

IMPORTANT INFORMATION SHEET

1. Name of the work : Supply of molasses
2. Quantity : 600 MT (it may be increased/decreased)
3. Period of supply : 6(six) months from the date of LOI/
Purchase Order.
4. Mode of submission of tender paper : By Regd Post / by Speed Post / by Courier/
by hand
5. Last date & time of receipt of tender paper : 04.10.2019 at 5.00 P.M.
6. Address where tender papers to be submitted : The Managing Director,
Idcol Ferro Chrome & Alloys Ltd.,
P.O: Ferro Chrome Project,
Jajpur Road, Dist: Jajpur – 755 020
(Odisha)
7. Cost of tender paper : Tender document downloaded from our
website should accompany the cost of
tender document ` 500/- in shape of D.D/
Banker's Cheque drawn in favour of Idcol
Ferro Chrome & Alloys Limited on any
Nationalised Bank payable at Jajpur Road,
Odisha.
8. Earnest Money Deposit : **In figures** - ` 50,000/-

In words - (Rupees fifty thousand only) in
shape of D.D/Banker's Cheque on any
Nationalised Bank in favour of Idcol Ferro
Chrome & Alloys Ltd payable at Jajpur
Road, Odisha.

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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 tenderer should either be a producer/trader/agent of molasses. In case of trader, the party should have their own storage facility so as to cater to our requirement in phased manner during the tenure of the contract.
- 3) 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.
- 4) The person signing the tender document either shall be the Managing Director or the Proprietor of the company or the active partner, otherwise the Letter of Authority to sign the tender on behalf of the company / firm / individual shall be enclosed with the General Bid.
- 5) The tender not submitted in the prescribed format or in the prescribed manner, as stipulated 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 Rupees (INR) and shall be presumed to be in Indian Rupees. In case of any reduction in taxes, duties or

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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 photocopy of his PAN card with the General Bid.
- 15) The tenderer may send their tender by Regd Post/by Speed Post/by Courier/by hand. However, the authorities shall not be responsible for postal and other delays in receipt of the tender.
- 16) 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.
- 17) A bid submitted cannot be withdrawn. If the bidder opts to withdraw from the tendering process before finalization of tender, his EMD will be forfeited.
- 18) Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders.

- 19) The tender submitted shall remain valid for a minimum period of 90(ninety) days from the date of opening.

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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 bidders on account of such rejection. Management also reserves the right to split the order among more than one party as per its choice.
- 21) No conditional tender shall be entertained.
- 22) This tender document has prescribed a two bid format for submitting the bids. It contains the General Bid and Price Bid format. Both bids shall be submitted in separate sealed covers superscribed as “**General Bid**” & “**Price Bid**” after detaching their formats from this tender document. Both these sealed covers along with the remaining part of the tender document (page 0 to 15) should be put inside a bigger sealed cover and delivered as per instructions given in the Important Information Sheet (i.e page No:3 of the tender document). The name of tenderer, tender notice number & due date of receipt shall be boldly written in all the sealed covers. The sealed cover containing the Price Bid should enclose no 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 Purchase Committee shall evaluate the offered product and documents asked for in the General Bid format to determine whether the tenderer has fulfilled the criteria.
- 25) The “Price Bid” shall be opened only in those cases, where the tenderer is found to have fulfilled all the requirements/specification asked for in the General bid format.
- 26) Financial negotiation, other than with the lowest tenderer, will not be made without obtaining the prior approval of M.D, IFCAL.

- 27) The purchaser is not bound to accept the lowest price offered.
- 28) All transit risk shall be the responsibility of the supplier and to their account.

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- 29) Failure to supply the order quantity within the stipulated period as per the intimated delivery schedule may lead to forfeiture of the Security Deposit and blacklisting of the supplier.
- 30) All clarification sought from the tenderer/supplier on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
- 31) Terms & conditions of this tender document cannot be changed without prior approval of M.D, IFCAL.
- 32) Entire tender document duly filled in shall be treated as part of the contract agreement for supplies in case of the successful tenderer.
- 33) **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.
- 34) 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 (SCC)

1) **Eligibility of tenderer:**

- a) The tenderer should be either a producer of molasses or a trader/agent.
- b) In case of producer, documentary evidence such as copy of Registration Certificate/Licence to operate factory is to be enclosed alongwith the General Bid.
- c) In case of trader, documentary evidence such as copy of Provisional Licence for possession and storage of molasses for industrial use is to be enclosed alongwith the General Bid. They should have storage facilities of their own for a minimum quantity of 3000 MT. (Proof of having such facility is to be enclosed alongwith the General Bid).
- d) The tenderer should have successfully executed an order for supply of 720 MT of molasses to any industry in any single year during the last 3(three) financial year i.e 2016-17, 2017-18 & 2018-19. Copy of Purchase Order's is to be submitted in this regard.
- e) The tenderer must be enclosed GST certificate alongwith the General Bid.
- f) The tenderers located inside the state of Odisha should have deposited annual licence fee for the year 2019-20 with the State Excise Department for trading in molasses as per Clause-10 of the State Excise Policy 2006-07. A copy of licence/NOC for allotment of molasses issued by State Excise Department/upto-date Treasury Challan deposited towards annual licence fee is to be enclosed. For tenderers located outside the State of Odisha such licence issued if any, by the concerned State Excise Authority shall be enclosed. In the event of no

such rule in existence, the tenderer should clearly mention the procedure of supply to the other state, such as approval required from any statutory authority (i.e NOC or otherwise) in this regard. The relevant documents should be enclosed alongwith the General Bid.

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- 2) **Material to be supplied:** Molasses.
- 3) **Specification:**
 - (a) The material shall be translucent, dark coloured when observed in bulk, viscous, syrupy liquid having a characteristic odour.
 - (b) The material should not contain any residue/sludge like substance. It should have adequate flow-ability.
 - (c) The material shall develop adequate binding property on mixing with hydrated lime in order to be suitable for production of Chrome Ore briquette.
 - (d) The density of molasses supplied shall be 1.35gm per cc minimum.
 - (e) Total reducing sugar should be 45% to 48%.
- 4) **Quantity: 600 MT** (it may be increased / decreased).
- 5) **Period of Supply:** 6(six) months from the date of LOI/Work Order. In case, for any reason the buyer is not able to procure the ordered quantity within the contract period, the buyer has the option to extend the period of supply for another one month at the same price, terms & conditions.
- 6) **Termination of the Contract:** Purchaser shall have the right to terminate the contract by giving thirty days notice without assigning any reason thereof. However, in the event of any breach of terms of contract, Purchaser shall have the right to terminate the contract giving 7(seven) days notice to the supplier and in that case, Security Deposit shall be forfeited.
- 7) **Despatch Procedure:** The molasses should be delivered in sealed tankers. Each consignment shall be accompanied with the following documents.
 - i) Delivery Challan/Invoice indicating tanker number, date of dispatch, dispatch quantity etc.
- 8) **Delivery:**

- (a) The supplier shall deliver 100 MT of molasses at our Works per month, i.e 25 MT (approx) each week unless otherwise advised. This quantity may increase/decrease depending upon our requirement and availability of storage space.

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- (b) The material should be delivered at our site within 10(ten) days of our written/verbal intimation depending on the distance of the place of loading from the buyer's site (i.e Jajpur Road Works).
- (c) The material is to be supplied in phased manner as per the availability of storage space on getting our intimation from time to time.

9) **Weighment:**

- (a) If shortage in net weight received at our end exceeds 0.50% but remains below 1% of dispatch weight, the cost of the shortage of the molasses beyond 0.50% shall be recovered from the transporter/supplier at the rate of cost of purchase of molasses by the management.
- (b) No excess payment shall be made to the transporter/supplier if net receipt weight is more than the net dispatch weight for each tanker.
- (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 0.50% shall be considered on that trip and cost of the total shortage shall be deducted as per above norm as at 9(a).

- 10) **Sampling & Analysis:** On arrival of the molasses tanker at our plant weighbridge, our laboratory shall draw sample to determine the density of each consignment at the earliest. Usually the time taken for checking the density is about 2 hours. If the density is found to be 1.35 gm /cc or more and other physical characteristics are found to match our specification, the tanker will be accepted for weighment and subsequent unloading.

- 11) **Rejection:** If the molasses, before unloading, is found to have a density less than 1.35 gm /cc and/or the physical characteristics are not found to be as per

our specification as determined by our plant laboratory, the same is liable to be rejected outright & the material will not be unloaded. The material rejected

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shall be taken back by the supplier at their own risk and cost. However, in case of rejection, the party will be given verbal/written intimation. If the supplier so desire, they may depute their representative duly authorized within 48 hours for joint sampling and analysis in which case they have to detain their loaded tanker at their own risk & cost until the arrival of their authorised representative. In such case IFCAL management will not be responsible for any loss or damage to material or vehicle. However, the supplier should immediately dispatch good quality consignments to our Works to meet our urgency pending joint sampling & analysis of the consignment under scrutiny.

- 12) **Transportation:** The supplier shall deliver the molasses in sealed tankers at our Works by their own arrangement covering the transit risk.
- 13) **Quoting the transportation charge:** In the Price Bid, the tenderer should indicate the transportation charge separately against 'Transportation charge per MT' as indicated in the '**Price Bid**'. This transportation charge includes loading expenses at loading point, unloading expenses at our site, toll fees, weighbridge charges, vehicle hiring charge & miscellaneous expenses, if any.
- 14) **Price Variation:**
 - i) The basic price of molasses shall remain firm till validity of the contract and not subject to any escalation.
 - ii) Escalation/de-escalation in the transportation charge per MT is allowed on account of the variation in the price of HSD more than ` 1.00 per ltr referred to Indian Oil Corporation Ltd's retail sales point at Jajpur Road, Odisha as per the following formula.

The present price of HSD prevailing as on dtd.12.09.2019 at Indian Oil Corporation Ltd's retail outlet situated at Jajpur Road is ` 70.26 per ltr. For a variation to the extent of X% in the price of HSD as compared to the prevailing price of ` 70.26 per ltr, the transportation charge would vary by 0.4X%.

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In the Price Bid, the bidder should quote the transportation charge per MT taking into consideration the HSD price of ` 70.26 per ltr.

- iii) However, statutory variation in any taxes, duties during contractual delivery period may be considered against documentary evidence.
- 15) **Risk Purchase:** In case the supplier fails to supply molasses of our specification as per our order/intimation, we may purchase the same from any other source(s) at the cost and risk of the supplier.
- 16) **Force Majeure:** Either party shall not be in any way liable for non-receipt/non-supply of molasses of the whole order quantity or part thereof in consequence of any strike, lockout, stoppage, fire, breakdown, accident, riot or whatsoever beyond the control of the buyer/the seller.
- 17) **Billing:** The tax invoice in triplicate for each consignment enclosing delivery challan shall be submitted for the receipt quantity determined as per Clause No: 9 (i.e weighment).
- 18) **Payment:** 100% payment shall be made in shape of D/D within 30 days of receipt and acceptance of material and submission of bill. Bank commission towards D/D shall be to the supplier's account.
- 19) **Earnest Money Deposit (EMD):** EMD shall either be in the form of Demand Draft (D.D) / Banker's Cheque drawn on any Nationalised Bank in favour of Idcol Ferro Chrome & Alloys Limited payable at Jajpur Road. **No request for**

adjustment of EMD from any outstanding dues on us shall be entertained. In case of unsuccessful tenderers, the EMD shall be returned within 1 (one) month of finalisation of tender without any accrual of interest.

- 20) **Security Deposit:** In case of the successful tenderer, the EMD shall be converted to Security Deposit and retained with IFCAL for due execution of the contract. The security deposit shall be refunded within 3(three) months of satisfactory execution of the contract without any accrual of interest.

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- 21) **Firmness of Price:** The basic price of molasses per MT quoted shall remain firm during the contract period unless, otherwise specified elsewhere in the order. However, statutory variation in any taxes, duties, levies during contractual delivery period may be considered against documentary evidence.
- 22) **Compliance of State Excise Formalities:** IFCAL shall deposit the annual licence fee with the State Excise Department towards procurement, storage and use of molasses in production of Chrome Ore Briquettes. The supplier shall pay the licence fee in respect their own business and furnish the copy of the licence or documentary evidence towards application for licence and payment of licence fee. The supplier should deposit all the fee in shape of Treasury Challan on the head of account “0039 State Excise” Odisha towards the required quantity of Molasses by IFCAL in advance for issue of pass for transportation of Molasses inside the State. The supplier should co-ordinate with the Central Excise Department/State Excise Department & make necessary compliance with the rules of the Central Excise Department / State Excise Department under intimation to the Purchase Department of IFCAL.
- If any penalty is imposed by the Central Excise Department/State Excise Department or any competent authority on M/s Idcol Ferro Chrome & Alloys Ltd on account of the supplier’s non-observance of the above said formalities, then the supplier shall be held responsible and will be liable to fully compensate IFCAL for any such penalty as well as the statutory payables

claimed by the authority. The supplier shall indemnify IFICAL against imposition of any such penalty/serving of recovery note by the competent authority.

An undertaking to this effect shall be furnished by the supplier. The details of the undertaking is enclosed alongwith the General Bid. The undertaking should be submitted duly signed.

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In case of successful tenderer, the trader/producer has to submit the Utilisation Paid Certificate from the Excise Authority alongwith the General Bid, if not, the utilization charge is to be deposited with the State Excise Department/Central Excise Department for supply of molasses shall be paid by the supplier before issuance of T.P in his/their favour.

- 23) **Environmental Clause:** The supplier should transport molasses to our Works in tanker having valid “**Pollution Under Control**” certificate. A copy of such certificate should be enclosed with the challan.

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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)

Tender Call Notice No. IFCAL/PUR(RM)/1144

Date:12.09.2019

GENERAL BID

1. Name of Bidder :

Full address :

Telephone No., :
Fax No. :
E-mail ID, etc. :
2. Legal status of the bidder / farm: :
Please specify whether the bidder 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. Please mention the date of :
commencement of business of the company / farm / proprietary concern.

5. In case of producer of molasses please furnish the following:
- a) Factory registration No. & Licence No. (Documentary evidence to be enclosed).
 - b) Annual licenced production capacity in MT. (Documentary evidence to be enclosed)
6. In case of trader, please furnish the following:-
Capacity of storage facility in MT (Enclose details of Tanks and documentary evidence in support of the above as approved by competent authority).
7. GST Registration No. (Please enclose a xerox copy of the Registration Certificate).
8. Central Excise Registration No. (Please enclose a xerox copy of the Registration Certificate).
9. Licence issued by the Central Excise Deptt / State Excise Deptt for storing and handling of molasses.
- a) Tenderer located inside the State of Odisha.
 - b) Tenderer located outside the State of Odisha.
- (Please enclose a xerox copy of Licence/proof of deposit of annual licence fee).
10. PAN (Please enclose a xerox copy of the PAN card).
11. Experience in supply of molasses to

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industry.
(Please enclose xerox copies of contract)

12. a) Place of loading molasses into :
the tanker
- b) Distance from place of loading to :
destination (i.e Jajpur Road
Works)

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13. **EMD Details**
- D.D/Banker's Cheque No. :
- Date :
- Amount :
- Drawn on Bank :
- Payable at :

N.B:- Enclose all the documents in support of informations pertaining point No. 2 & 5 to 12 of the General Bid.

UNDERTAKING BY THE TENDERER/PROPOSED SUPPLIER

In case of supplies made from a place inside Odisha, I/we hereby undertake to deposit the requisite fees and the statutory payables with the concerned Excise authorities in due time in respect of molasses procured by Idcol Ferro Chrome & Alloys Ltd, Jajpur Road (Odisha) from me/us. In case of supplies made from a place outside Odisha, I/we undertake to comply with all the requirements of Central Excise authority/concerned State Excise authorities and deposit the necessary statutory fees from time to time as per their policies/directives/rules.

I/we indemnify M/s Idcol Ferro Chrome & Alloys Ltd against any penalty imposed and/or debit note served on them by the competent authority for recovery of statutory payables in case of any failure on my/our part in observing or complying to the above said excise formalities. I/we undertake to fully compensate M/s Idcol Ferro Chrome & Alloys Ltd in such an event.

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IDCOL FERRO CHROME & ALLOYS LIMITED

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Regd. Office: Ferro Chrome Project – 755 020
Jajpur Road, Dist: Jajpur (Odisha)

Tender Call Notice No. IFCAL/PUR(RM)/1144

Date:12.09.2019

PRICE BID

Price of molasses per MT.

- | | | | |
|----|---|---|---|
| 1) | Basic price of molasses ex-factory/godown | : | ` |
| 2) | GST (@ % on `) | : | ` |
| 3) | Transportation charge per MT | : | ` |
| 4) | Misc. charges, if any | : | ` |
| 5) | Landing cost (1 + 2 + 3 + 4) | : | ` |

per MT FOR IFCAL.

(In words rupees only)

- N.B:-** 1) Service tax on transportation charge will be paid by the buyer (i.e IFCAL) subject to receipt of copy of Service Tax Registration Certificate issued in favour of the transporting agency by the competent authority.

- 2) The basic price quoted above shall remain firm during the period of contract. The transportation charge will vary as per Clause No:14 of the Special Conditions of Contract based on variation in the price of HSD. The above said transportation charge per MT is based on an HSD price of ` **70.26** per ltr as on **12.09.2019**.

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