

IDCOL FERRO CHROME & ALLOYS LIMITED

(A WHOLLY OWNED SUBSIDIARY OF IDCOL)

A Govt. of Odisha Undertaking,

Regd.Office; Ferro Chrome Project-755020

Jajpur Road, .Dist: Jajpur,Odisha, India.

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**TRANSPORTATION OF LAM-NUT COKE FROM M/S
NILACHAL ISPAT NIGAM LIMITED, DUBURI, DIST:
JAJPUR TO M/S IDCOL FERRO CHROME & ALLOYS
LTD., JAJPUR ROAD, DIST: JAJPUR**

IDCOL FERRO CHROME & ALLOYS LIMITED**(A WHOLLY OWNED SUBSIDIARY OF IDCOL)****A Govt. of Odisha Undertaking,****Regd.Office; Ferro Chrome Project-755020****Jajpur Road, .Dist: Jajpur,Odisha, India.****Tel.No.06726 -220508****Tender Call Notice No.IFCAL/PUR-RM/1148****Date:01.12.21****TENDER CALL NOTICE
FOR
TRANSPORTATION OF LAM-NUT COKE**

Sealed tenders are invited from bonafied transporters having valid agent's license under OMV (Licensing of Agents) Rule, 1990 for the job of

- (i) Transportation of LAM-Nut Coke from M/s Neelachal Ispat Nigam Ltd, Duburi, Dist- Jajpur to M/s IDCOL Ferro Chrome & Alloys Ltd, Jajpur Road. EMD required `Rs.50,000/- (Rupees Fifty Thousand only) inthe form of Demand Draft/Pay Order/Banker's Cheque drawn on anyNationalized Bank in favour of IDCOL Ferro Chrome & Alloys Ltd, payable at Jajpur Road.
- (ii) Period of contract- 1(One) year from the date of issuance of our LOI/Work Order which is later. The management at its discretion may extend the period of contract for another 2(two) months.
- (iii) The tender submitted shall be subject to the terms & conditions mentioned in the tender document.

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD

IMPORTANT INFORMATION FOR THE TENDERERS

- | | | |
|-----|--|--|
| 01. | Name of the work | : Transportation of Coke from M/s Nilachal Ispat Nigam Ltd. (NINL), Duburi, Dist: Jajpur to M/s IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road, Dist: Jajpur including unloading at site. (As per requirement of IFCAL time to time basing on the availability of coke) |
| 02. | Approximate distance from loading point to unloading point | : 20 KMs. |
| 03. | Earnest money | : Rs50,000/- (Rupees Fifty Thousand) only to be deposited in shape of Demand Draft/Pay Order/Banker's Cheque drawn in favour of IDCOL Ferro Chrome & Alloys Limited on any Nationalized Bank, Payable at Jajpur Road. |
| 04. | Contract period | : 1(One) year
(From the date of issuance of our LOI/ Work Order. The management at its discretion may extend the period of contract for another 2(two) months). |
| 05. | Agent Licence | : Tenderer has to submit valid Agent's Licence under OMV (Licensing of Agents) Rule, 1990 for the above transportation job. |
| 06. | Statutory Deductions | : Statutory deductions, if any, such as Income Tax, or any additional Govt. dues to be imposed in future during tenure of the contract shall be deducted from the Transporters bill as applicable with retrospective effect |
| 07. | GST Registration Certificate | : Tenderer has to submit copy of GST Registration Certificate. |
| 9. | Last date and time of receipt of tender paper | : By 3.00 PM on dtd. 17.12.2021 |
| 10. | Mode of submission of Tender paper. | By Regd.post/by Courier Service/by hand |
| 11. | Address where tender document is to be submitted. | The Managing Director,
IDCOL Ferro Chrome & Alloys Ltd.,
PO: Ferro Chrome Project,
Jajpur Road, Dist: Jajpur-755020 |

Signature of the Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD.**TENDER CALL NOTICE NO.IFCAL/PUR-RM/1148****DATE:01.12.21****GENERAL CONDITIONS OF THE CONTRACT.(GCC)**

1. In case of partnership the active partner and in case of proprietorship the proprietor of the Company shall sign the tender document.
2. The tenders (also call bids) not submitted in prescribed format or in the prescribed manner as stipulated in this document shall be rejected at the risk and responsibility of the bidder.
3. 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.
4. All the crucial figures, like rates, and amount should be written in figures followed by words in a bracket.
5. There shall be no over writing in the tender document and other papers submitted. All additions, alternations, 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.
6. All the rates and amounts shall be quoted in Indian Rupee (IR) and shall be presumed to be in Indian Rupee.
7. The rate or prices quoted shall be valid for a period of 30 (Thirty) days counted from the last date of receipt of bids or submission of tenders. This period shall not include the time taken in giving the clarification sought by the management.
8. Each page of the 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.
9. Submission of more than one competitive bid by the same firm in response to the tender call notice is prohibited. All such bids except one will be cancelled at the discretion of the authority calling the bids.
10. Use separate piece of paper where the space provides in the format in this tender document for submission of information is not sufficient.
11. 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.

Signature of the Tenderer

12. The bidder shall submit the self certified xerox copy of PAN along with the bid.
13. Earnest money Deposit (EMD) shall either be in the form of crossed Demand Draft / Pay Order / Banker's Cheque of any Nationalised Bank payable at Jajpur Road.
14. EMD shall be returned immediately after rejection of a bid. DD/ Pay Order / Banker's cheque shall be returned in original. EMD of successful bidder (s) shall be retained till the contract period is over. Thereafter it shall be returned in the same manner as in the case of unsuccessful bidders.

On acceptance of the tender, the Earnest Money deposited by the successful tenderer shall be converted to Security Deposit and kept at the entire disposal of Company as a Security for satisfactory execution and completion of work in accordance with terms and conditions of contract. After satisfactory performance and completion of the contract in all respect, Security Deposit will be returned to the transporter without any interest subject to penalty/assessment if any.

15. This tender document has prescribed a two-bid format for submitting bids. It contains the "General" and "Price" bid formats. Both the bids shall be submitted in separate sealed covers superscribed as "General" or "Price" as the case may be after detaching their formats from this tender document. Both the sealed covers and the remaining part of this tender document should be put inside a bigger sealed cover and delivered as per conditions cited in the tender document. **The name of bidder, the tender enquiry number and the last date for submission of bid shall be boldly written on all the sealed covers.**
16. The bidder should send tenders or bids **by Regd. post/by Courier Service/by hand.** The authority of M/s IFCAL shall not be responsible for postal delay in respect of bids.
17. 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.
18. A bid submitted cannot be withdrawn. The bidder or his authorized representative (one person only) may be allowed to be present at the time of opening of tenders. However, they will not participate in the discussion.
19. All or any of the tenders (or bids) submitted can be rejected at any stage without assigning any reason thereof. No claim whatsoever shall be admissible for the alleged loss/ damage suffered by the bidders on account of such rejection.

Signature of the Tenderer

20. "Price Bid" shall be opened in those cases where the bidder has been found to have fulfilled the requirement of General Bid or is otherwise acceptable.
21. Financial negotiations, other than with the lowest bidder will not be made without obtaining the prior approval of MD, IFCAL.
22. The management is not bound to accept the lowest financial bid.
The acceptance of tender will rest with the Managing Director, IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road. The management does not bind itself to accept the lowest tender and reserves the right:
 - (i) to reject any or all tender or
 - (ii) to split up the work amongst any number of tenderers or award a part thereof to any tenderer without assigning any reason or giving any explanation thereof.
 - (iii) to issue any addendum to tender documents and / or to clarify, amend, supplement and delete any of the conditions/clauses or items stated in the tender document.
23. All transit risk shall be the responsibility of the transporter.
24. All clarification sought from the bidders shall be promptly submitted in a transparent and an unambiguous manner.
25. All intimations to the bidders shall be given by fax / phone. Bidder must provide the fax number for this and shall also ensure that his fax is in working condition.
26. Terms and conditions of this tender document cannot be changed without obtaining prior approval of MD, IFCAL.

Signature of the Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD.**TENDER CALL NOTICE NO.IFCAL/PUR-RM/1148****DATE:01.12.2021****SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

1. (i) Bonafide transporters having valid Agent's license issued under OMV (Licensing of Agents) Rule, 1990 for interregional operations shall only be eligible to bid.
- (ii) If the performance of any transport contractor who had earlier been awarded any transportation contract by IFCAL has been found to be unsatisfactory or who has failed to execute the contract in line with the terms & conditions of the contract leading to consequential losses suffered by IFCAL, then the said transport contractor is not eligible to participate in this tender. In case the said transporter submits a bid against this tender, then the same shall not be taken into consideration.
2. In this tender rate for transportation per metric ton have been invited

Sl. No.	Items	Route to be taken	Approximate distance	Approximate quantity.
1	2	3	4	5
i)	Transportation of Coke from M/s Neelachal Ispat Nigam Ltd, Duburi, Dist- Jajpur to M/S IDCOL Ferro Chrome & Alloys Ltd, Jajpur Road, Dist- Jajpur	M/s NINL – Danagadi- Dhabalgiri- M/s IFCAL	20 KMs.	As per requirement of IFCAL time to time basing on the availability of coke.

3. The tender document shall accompany with an EMD of Rs.50,000/-.
4. No request of the tenderers for adjustment of any dues from the Company against Earnest Money will be entertained.
5. After opening of the tender, if the tenderer expresses his unwillingness / inability to accept the contract at the quoted rate and/or terms and conditions of the contract, then the Earnest Money of the tenderer will be forfeited.
6. If the transporter during his period of contract at any point of time fails to execute the work in accordance with the requirement of the management as specified in the tender, management reserves the right to use the services of any other agency. In such case, the management at its discretion shall recover all the consequential loss suffered including loss due to any hike of rate by MMTC/NINL from the transporter's security deposit / all pending bills pertaining to all the

Signature of the Tenderer

contracts of the tenderer with IFCAL and any pending dues. The contract will be terminated in such case & the transporter will not be allowed to participate in any future tender.

7. The bidders are strongly advised to visit the sites and acquaint themselves with truck hiring charges and driver's wages in the locality, the road conditions, loading, unloading & distance to be covered etc. M/s NINL (i.e. M/s Nilachal Ispat Nigam Ltd.) shall arrange loading coke to the transporter's vehicles at its factory. But the transporter has to make unloading arrangement inside factory of M/s IFCAL (i.e. M/s IDCOL Ferro Chrome & Alloys Ltd.) at his own risk and cost. At the time of loading and unloading, the transporter's representative shall co-ordinate and abides by the instructions of the site representative of M/s NINL/M/s IFCAL.
8. Driver and their truck registration number shall be authorized in writing for transportation. Unless authorized accordingly, they will not be allowed entry in the Factory or any other premises.
9. On demand the driver must produce the documents like Driving Licence, R.C. Book, Permits, Fitness Certificate etc. If either of these documents are not produced or not found valid the entry inside the premises shall be refused. Such vehicles shall be returned from the gate. Management of IFCAL shall not be responsible for the alleged loss or damage suffered if any by the transporter due to aforesaid refusal.
10. The truck shall also be searched and shall not allow to
11. carry any spurious or objectionable material.
12. After entry inside the factory premises at M/s NINL and M/s IFCAL the drivers shall follow all the legitimate instruction given by the management. They shall also conduct themselves politely and properly.
13. All the trucks shall stand in line at the weighbridge for taking their tare (empty) weight. They shall again stand in line near that same weighbridge for taking the gross weight. A truck shall not be allowed to load more than the permitted net weight for that kind of truck. If the gross weight of the truck reveals the net weight being more than permitted quantity, it shall be directed to go back to the same spot or stack and unload the excess quantity and come again for gross weighment.

Signature of the Tenderer

13. (a) The tare (empty) and gross weights shall be taken again at the destination i.e. our Jajpur Road factory (M/s IFCAL) for taking delivery. If shortage in net weight exceeds 0.50% of dispatch weight, the cost of the shortage of the material shall be recovered from the transporter at the rate determined by the management. This rate shall be related to market rate and shall be binding on the transporters. The tolerance 0.50% shall be allowed on each trip basis.
(b) No excess payment shall be made to the transporter if net receipt weight is more than the net dispatch weight.
(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 13(a).
14. The drivers shall sign in the records of M/s NINL/Factory & M/s IFCAL and those of the weighbridge as required by the system or as advised by the local management for keeping a proper record of the time and date of entry and exit of the trucks and of the loading and unloading. The transporter must instruct his authorised drivers accordingly. They cannot refuse to put their signature in the record of M/s NINL/Factory & M/s IFCAL, whatever is required under the system. If they refuse to put their signature, the truck shall be returned empty at the risk and responsibility of the transporter and no damage, whatsoever shall be payable by management to any affected person.
15. The driver shall also be issued a Challan and/or Transit Pass in proper format containing the evidence of loading and the clearance for transportation. The Challans prepared in required number of copies shall mention the destination and the route to be taken and must be authorised at each stage of operations. All the entries in the challan shall be clear, transparent and be authenticated. There shall be no confusion or ambiguity about the purpose of writing various entries in the challan and in understanding them.
16. Each truck shall be covered at loading point with tarpaulin properly and if specifically instructed, shall be sealed by the transporter's representative in order to avoid spillage/pilferage and addition of extra moisture by rain or otherwise during transit. The tarpaulins and ropes shall be provided by the truck drivers. The tare (empty) and gross weight of both of trucks shall always be taken with the tarpaulin and ropes loaded on the trucks.

Signature of the Tenderer

17. After reaching destination, the driver shall handover the Challan and/or Transit Pass to Security Staff. Seals, if any, shall be checked. If the seals are found broken, the driver and transporter shall be held responsible for the shortage. The driver and transporter shall be held responsible if the moisture is found to have been added in the material. The loaded truck at destination shall be taken to the weigh-bridge for recording of gross weight. Gross weight shall be mentioned in the challan.
18. The material shall be unloaded at the place and in the manner decided by the local management. It will be brought back to the weighbridge and its tare or empty weight shall be taken. It shall also be recorded in the Challan. The net weight delivered shall be arrived at on the basis of these weighments at the destinations.
19. The security staff at the check-gate may record in all copies of the challan the dates and time of leaving or arriving at the premises to determine the time taken for transportation. If the time taken is excessive or exceeds the limit stipulated, necessary enquiry shall be conducted in the matter.
20. The management may monitor the movement of loaded trucks enroute, it may maintain the check points on the routes. On being signaled by the security staff of management the trucks shall have to stop for checking. Otherwise a penalty of `500/- for each such event shall be imposed. The security staff shall check and record in the challan the place and time and date of check and their observations, if any.
21. The period of contract shall be for **1(One) year** counted from the issue of Letter of Intent / Work Order. The management at its discretion may extend the period of contract for another 2(two) months.
22. i) The transportation rate approved can be changed during the period of contract due to change in price of diesel by minimum Rs.1.00 (one rupee) an average basis during the period of transportation of the particular phase of delivery. In such case the transporter has to submit rate chart of Fuel Pump by any manner like proof of oil filling receipt, rate chart from oil pumps in the route at the time of submission of bills. The escalation/de-escalation will be given on truck hiring charges only based on variation on diesel price as per the following formula in the next page.

Signature of the Tenderer

The present price of HSD prevailing as on the date 01.12.21 at Indian Oil Corporation Ltd's retail outlet situated at Jajpur Road is Rs.92.08 per ltr. For a variation to the extent of X% in the price of HSD as compared to the prevailing price of Rs.92.08 per ltr, the transportation charge would vary by 0.4X%. An example,

$$X\% = \frac{\text{Change in HSD price}}{\text{Existing HSD price}} \times 100, X\% \times 0.4 \times \text{Basic truck hiring charges}$$

- ii) However, statutory variation in any taxes, duties, levies during contractual delivery period may be considered against documentary evidence. But in case of Service Tax on transportation charge is to be paid by IFCAL as per rule. In such case Xerox copy of service tax registration certificate from competent authority must be submitted.
23. All the taxes such as Income tax or any other statutory deductions imposed during the contract period shall be deducted at source from the transporter's bill. However, the Service Tax shall be paid extra, if applicable. In such case, photo copy of Service Tax Registration Certificate from the competent authority must be submitted.
24. Bidders are to quote their rate as detailed in the Price Bid attached herewith. The required rate for transportation of coke from M/s NINL, Duburi to M/s IFCAL, Jajpur Road should be quoted in Rupees both in figure and in words per metric ton basis. The quoted rate should be inclusive of truck hiring charges, driver's wages, transporter's profit, unloading expenses, all taxes, duties, toll gate charges, other expenses if any etc.

The rate should be quoted considering the diesel price per ltr. prevailing at JajpurRoad as on dtd.01.12.21.

25. The transporter shall raise their bill in triplicate only after completion of allotted quantities. Each billing of the transporter shall be chronologically numbered with date of billing, truck No., challan No. and date, quantity loaded at M/s NINL, Duburi, quantity unloaded at M/s IFCAL, Jajpur Road, percentage of shortfall of the material, rate per metric ton and total bill amount both in figure and words. Payment will be released after verification of bill within 20 days
26. If the loaded truck is seized or meets with an accident on the way and material does not reach the destination within reasonable time, the cost shall be recovered from the transporter as the rates determined by the management.

Signature of the Tenderer

27. This tender is subject to force majeure clauses and the performance of the contract either wholly or in part will be governed by the Standard Force Majeure Clauses. Any failure of the contract due to strike, shortage, cyclone etc. and all other causes beyond control, M/s IDCOL Ferro Chrome & Alloys Ltd. shall not be responsible for the same in any manner whatsoever.
28. **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.
29. 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.

Signature of the Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD
TENDER CALL NOTICE NO.IFCAL/PUR-RM/1148 **DATE:01.12.21**

GENERAL BID

1. Name of Tenderer :
Full address :

Telephone No. :
Fax No. :
E-mail ID etc. :
(must be submitted in the bid for immediate
correspondence with the bidders, otherwise the
bid shall not be considered)
2. Legal status of the firm: :
(Company/Partnership/Proprietor).
3. Details of instrument of EMD
 - (i) D.D. No. Date :
 - (ii) Payable to :
 - (iii) D.D. issued from & name of Bank :
4. Agent License No. obtained under OMV :
Licensing of Agents Rule, 1990. (Enclose a
legible Xerox copy. You are not eligible to bid,
if you do not have this license).
5. Your PAN number given by the Income Tax :
Authority. (Enclose a legible xerox copy).
6. GST/Service Tax Registration Certificate :
(Enclose a legible Xerox copy).

Signature of the Tenderer

Certificate to be given by the Tenderer/Bidder:

Certified that the particulars given in the General Bid are true to the best of my knowledge. In case any statement is found to be false, I / we shall have no objection to forfeiture of EMD/Security Deposit and cancellation of Work Order, if any, at our risk and cost.

I / We also certify that I/we have visited the site and assessed the cost elements, the working system and local conditions. My bid is based on the basis of our full understanding about the job.

I / We also authorize M/s IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road to forfeit my Earnest Money/Security Deposit and cancel the work order at any stage in case I / we fail to take up the job in accordance with the terms & conditions agreed.

Signature of the Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD.**TENDER CALL NOTICE NO.IFCAL/PUR-RM/1148****DATE:01.12.21****PRICE BID**

FOR

TRANSPORTATION OF COKE FROM M/S NINL, DUBURI TO M/S IDCOL FERRO CHROME & ALLOYS LTD., JAJPUR ROAD

Description of Job	Break up of the charges/expenses	Rate per MT
Transportation of Coke from M/s Nilachal Ispat Nigam Ltd., Duburi, Dist: Jajpur to M/s IDCOL Ferro Chrome & Alloys Limited, Jajpur Road, Dist: Jajpur.	1. Truck Hiring charges (Transporter's profit included)	: Rs.
	2. <u>Other expenses</u>	: Rs.
	i) Toll Fee	
	ii) Unloading expenses	: Rs.
	iii) Misc. Expenses, if any	: Rs.
3. Total:		: Rs. .

N.B:- Rate to be quoted considering the diesel price of Rs.92.08 per ltr prevailing at Jajpur Road as on dtd.01.12.21 Service tax shall be paid by IFCAL as per rule.

Signature of Tenderer

Name:

Date