

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 LAM COKE

IDCOL FERRO CHROME & ALLOYS LIMITED

Jajpur Road, Dist: Jajpur (Odisha)

TENDER CALL NOTICE NO.IFCAL/PUR-RM/496

DATE:24.07.2021

TENDER CALL NOTICE FOR SUPPLY OF LAM COKE

1. Sealed bids are invited in the prescribed format from Coke Manufacturers/ Traders for supply of Low Ash Metallurgical Coke (LAM COKE) suitable for Submerged Electric Arc Furnace for production of High Carbon Ferro Chrome at IDCOL Ferro Chrome & Alloys Ltd (IFCAL), Jajpur Road a Subsidiary Company of IDCOL as detailed below.

| <u>Name of the Item</u> | <u>Quantity</u> |
|-------------------------|-----------------|
| LAM Coke | 500 MT |
| Size: 10-30mm | |

2. The tender document containing bid formats and other terms & conditions can be down loaded from IDCOL website www.idcorissa.com & IFCAL website www.ifcal.nic.in.
3. The tender should accompany the cost of the tender document of Rs. 500/- (inclusive of GST) and an EMD of Rs.1.00 lakhs (Rupees one lakh only) shall be deposited alongwith the bid by Demand Draft/Banker's Cheque in favour of "IDCOL Ferro Chrome & Alloys Limited" payable on any Nationalised Bank at Jajpur Road.
4. Bids shall be submitted addressing to Managing Director, IDCOL Ferro Chrome & Alloys Ltd, Regd. Office: Ferro Chrome Project-755020, Jajpur Road, Dist: Jajpur (Odisha).
5. Last date for receipt of bids is at **3.00 PM on 02.08.2021**
6. The management reserves the right to accept/reject/cancel any or all bids at any stage without assigning any reasons thereof.

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED

Jajpur Road, Dist: Jajpur (Odisha)

TENDER CALL NOTICE NO.IFCAL/PUR-RM/ 496

DATE:24.07.2021

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. In case of a company, the Managing Director shall sign the tender document. If it is otherwise, the authority to sign the tender paper on behalf of the Company/Corporation shall be enclosed.
2. In case of Partnership the active Partner and in case of Proprietorship the Proprietor of the Company shall sign the tender document.
3. The tenders (also called 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.
4. All the information, as called for in the tender document, shall be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. It shall be submitted in English.
5. All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
6. There shall be no over writing in the tender document and other papers submitted. All additions, alterations, deletions, cuttings, corrections etc., should be initiated and rubber-stamped (or seal) by the same person, who signs the tender document. Failing so, the tender may be rejected.
7. All the rates and amounts shall be quoted in Indian Rupees (IR) 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.
8. The Bid shall be valid for a period of 60 (sixty) days, counted from the last date of receipt of the bids or submission of tenders. This shall mean that the bidders cannot withdraw, vary or change their bids unless these 60 days are over. This period shall not include the time taken in giving the clarifications sought by the management.

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 & conditions of this contract and shall be submitted alongwith the bid submitted.
10. 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 direction of the authority calling the bids. Bidders are requested to submit their Price Bids for supply of LAM Coke.
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 authorized Xerox copy of PAN/GST Registration certificate alongwith the bid.
14. Earnest Money Deposit (EMD) shall either be in the form of Demand Draft or Banker's Cheque of any Nationalised Bank in favour of IDCOL Ferro Chrome & Alloys Limited payable at Jajpur Road.
15. EMD (interest free) shall be returned immediately after rejection of a bid in the form of DD/Banker's Cheque in original. EMD of successful bidder(s) shall be retained as security deposit till the supplies are successfully delivered. Thereafter, it shall be returned in the same manner as in the case of unsuccessful bidders.
16. This tender document has a **General Conditions of Contract (GCC), Special Conditions of Contract & Technical Part (SCCT), General & Technical Information Sheet**, and a **Price Bid Format** enclosed herewith.

The **Price Bid format duly filled in** and signed shall be submitted **in a small sealed envelope**, which shall contain nothing else. This sealed envelope shall be superscribed with the Tender Call Notice number, last

date prescribed for receipt of bids and the name of bidder, for easy identification to avoid any mix up.

The GCC, SCCT and General & Technical Information Sheet duly filled in and signed on each page and **EMD** instrument shall be put in a **separate sealed envelope**.

Both the above sealed envelopes shall be put in a **Bigger Sealed Envelope**. The bigger sealed envelope should also be superscribed with the Tender Call Notice number, the last date prescribed for receipt of bid and the name of bidder, for its proper identification.

This bigger sealed envelope shall be submitted in the Office of Managing Director, IDCOL Ferro Chrome & Alloys Ltd, Regd Office- Ferro Chrome Project-755020, Jajpur Road, Dist-Jajpur (Odisha) so as to reach on or before **4.00 PM on the last date** prescribed for receipt of bids as mentioned in the Tender Call Notice advertised.

17. The tenderers can send tenders or bids **by Post or Courier or submit in person**. However, IFCAL shall not be responsible for postal & any other delays in receipt of bids. **A bid submitted cannot be withdrawn**.
18. 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.
19. The Receipt Section shall issue a written acknowledgement under proper seal and signature mentioning among others the tender call notice number, in respect of all tenders received on or before due date and time.
20. All or any other 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.
21. The “GCC, SCCT & Technical Information Sheet” shall all be scrutinized by a Technical Committee.

22. The Technical Committee may call for the samples and get them tested. They may visit the Stockyard and evaluate its competence and to check the required specifications. They may also see the documents pertaining to supply of the LAM Coke to their customers.
23. The Technical Committee shall evaluate the offered products on the basis of the technical specifications prescribed. It shall opine whether the bidder is capable of supplying the required variety of coke of our required quality.
24. "Price Bids" shall be opened only in those cases, where the bidders have qualified in General & Technical bid.
25. **The LAM Coke shall be supplied on door delivery basis i.e at IFCAL Plant, Jajpur Road. The price quoted shall be FOR IDCOL Ferro Chrome & Alloys Ltd (IFCAL), Jajpur Road, Dist- Jajpur, Odisha basis by Road movement as per the manner given in the Price Bid format.**

The supplier shall make all necessary arrangement for proper delivery of coke at IFCAL Plant.

All transit risks shall be the responsibility of the supplier.

26. Price negotiation, other than with the lowest bidder, will not be made without obtaining the prior approval of M.D, IFCAL.
27. The management of IFCAL is not bound to accept the lowest Price Bid.
28. All clarifications if sought from the bidders/suppliers prior to opening of Price Bid on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
29. All intimations to bidders above shall be given by mail. He must provide the mail-Id for this. He shall also ensure that his mail-Id is kept in working condition.
30. Terms & conditions of this tender document cannot be changed without obtaining the approval of M.D, IFCAL.

31. Entire tender document duly filled in and the subsequent correspondences shall be treated as part of the contract agreement for supply of coke in case of the successful bidders. No separate contract agreement shall be executed.
32. All disputes shall be subject to jurisdiction of Civil Courts situated in the district of Jajpur.

Signature & Seal of Bidder

IDCOL FERRO CHROME & ALLOYS LIMITED

Jajpur Road, Dist: Jajpur (Odisha)

TENDER CALL NOTICE NO.IFCAL/PUR-RM/ 496 DATE:24.07.2021

SPECIAL CONDITIONS OF THE CONTRACT & TECHNICAL PART (SCCT).

1. The Special Conditions given hereinafter shall prevail over the General Conditions given herein before, in case of any repugnancy.
2. **Eligibility:** Coke Manufacturers / Traders are eligible to submit the bid. The Traders shall submit authentic documents for the source of coke to supply.
3. The bidders shall submit the full address of their Coke Oven Plant & documentary evidence in support of ownership.
4. The coke is required for production of High Carbon Ferro Chrome at IFCAL, Jajpur Road, a subsidiary of IDCOL.
5. The specifications of the LAM COKE are given below.

SPECIFICATION OF LAM COKE (10-30mm)

| Parameters | Guaranteed quality | Rejection Limits. |
|----------------|---|---|
| Ash (DB) | 13% max. | Above 13.3% |
| VM (DB) | 1.6% max. | Above 1.7% |
| Fixed Carbon | By difference | - |
| Sulphur (DB) | 0.70% max. | Above 0.70%. |
| Phos (DB) | 0.03% max. | Above 0.03%.. |
| Moisture | 5% max. | Above 12% |
| Size: 10-30 mm | 10-30 mm : 90% min. (-) 10 mm = 5% Max. (+) 30 mm = 5% Max. | (- 10mm) Above 10% (+ 30mm) Above 10% |

6. No monetary benefit or bonus will be given to the supplier claiming delivery of the superior or improved specifications of the coke.
7. The tender documents shall be submitted with Earnest Money Deposit (EMD) of `1.00 lakh (Rupees one lakh) without which the tender/bid shall automatically stand rejected. EMD shall be converted into Security Deposit in case of successful bidder and will fetch no interest.
8. The requirement of coke is **500** MT to be supplied within 10(Ten) days or as mutually agreed. The delivery shall commence as per the schedule mentioned in the Purchase Order.

9. The delivery of coke shall be by road movement from the supplier's stockyard to IFCAL @ minimum 100 MT per day.
10. At least 3(three) days advance intimation of the date of loading and the approximate time of delivery shall be given by the supplier. The purchaser reserves the right to depute their representative to be present during the loading of coke in to trucks for dispatch.

11. **Sampling & Analysis:**

The sampling of coke shall be done by our laboratory during unloading at IFCAL in presence of the representative of raw material handling, laboratory section of IFCAL and shall be analysed in respect of Ash, VM, Sulphur, Phos, FC, including moisture and size and the results thus arrived shall be final and binding for all purposes both for Buyer and Seller. The seller may depute their authorized representative, if so desire, they must intimate and confirm by written to our Laboratory In-charge in time to be present during unloading & sampling. If seller's representative during sampling is not available, sampling will be carried out by IFCAL and no claim will be entertained in such case.

The test for Average Receipt of moisture at IFCAL for the day shall be determined by our laboratory on day to day receipt basis, which shall be reflected in the lot of 200 MT for analysis on weighted average basis.

12. **Size: (10-30 mm)**

- i) **Undersize-** In case, the undersize percentage below 10 mm exceeds the tolerance limit of 5%, the excess undersize percentage shall be computed to tonnage and the quantity thus determined shall be deducted from the supplied quantity for which no claim towards return of such quantity shall be entertained.
- ii) **Oversize-** In case, the oversize percentage above 30mm exceeds the tolerance limit of 5%, the excess oversize percentage shall be computed to tonnage and the quantity thus determined shall be broken by IFCAL and penalty towards breaking charges @ Rs.1000/- per MT shall be deducted from the bill value of the supplier.

13. **Moisture:** In case the Moisture content exceeds beyond the specification limit of 5% max, the excess percentage of moisture shall be computed to tonnage and the quantity thus arrived shall be deducted from the net supplied quantity. Net supply quantity shall be arrived at after deduction of excess undersize quantity from the supply quantity.
14. **Weighment:** The tolerance 0.50% shall be allowed in each trip. No excess payment shall be made if net receipt weight is more than the dispatch weight. If the excess shortage in a particular trip exceed 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 the cost of total shortage shall be deducted / calculated. The weighment recorded by the weighbridge of IFCAL Plant, Jajpur Road shall be final and binding on both buyer & seller subject to adjustment of excess undersize fraction and moisture content as per Clause No.12 & 13 above. If so desire, the representative of the Supplier may be present at the time of weighment at IFCAL Weighbridge to witness the weighment.
15. **Payment:** Payment shall be made on negotiated payment term.
16. **Rejection/Non-execution of Contract:** In case of non-execution of contract and / or supply of coke, quality of coke if found not satisfactory, the Management reserve the right to cancel the contract without any prior notice to the supplier and the Security Deposit shall be forfeited. The management of IFCAL reserves the right to claim and to recover the loss or damage suffered by them from the supplier due to such failure on the part of the supplier for supply of coke. In such case the supplier is to lift the material within 10 days otherwise management will not be responsible for any damage/loss of the material and if the material is not lifted within 10 days plot rent of Rs.1000/- per day will be collected from their EMD/cost of material. Beyond 10(ten) days, the seller cannot claim the material in case of any loss or damage of materials.
17. The bills shall be submitted in triplicate to IFCAL alongwith the detail statement of date wise dispatch of each lot quantity basing on the weighment determined at IFCAL.

18. **Penalty & Rejection.**

- i) **Ash**- For every increase of 0.1% in Ash content, in excess of the required of 13% max, the penalty will be applicable @ ` 200/- per MT which will be deducted from Unit price with fraction prorated basis. Rejection beyond 13.3%.
- ii) **VM**- For every increase of 0.1% in Volatile matter content in excess of the required of 1.6% max, Penalty will be applicable @ ` 200/- per MT which will be deducted from Unit price with fraction prorated basis. Rejection beyond 1.7%.
- iii) **Sulphur**- Rejection beyond 0.70%.
- iv) **Phosphorous**- Rejection beyond 0.03%.
- v) **Over Size**- With regard to Oversize (+30 mm), if the oversize percentage above 30mm exceeds the tolerance limit of 5% max, the excess oversize percentage shall be computed to tonnage and the applicable penalty of `1000/- PMT (fraction prorated) shall be charged for the same and deducted from the Invoice value. Rejection beyond 10% over size.
- vi) **Under Size**- With regard to undersize (-10mm), if the undersize percentage below 10mm exceeds the tolerance limit of 5%, the excess undersize percentage shall be computed to tonnage and the quantity thus determined shall be deducted from the supplied quantity for which no claim towards return of such quantity shall be entertained. Rejection beyond 10% undersize.
- vii) **Moisture**- In case the Moisture content exceeds beyond the specification limit of 5% max, the excess percentage of moisture shall be computed to tonnage and the quantity thus arrived shall be deducted from the net supplied quantity. Net supply quantity shall be arrived at after deduction of excess undersize quantity from the supply quantity. Rejection beyond 8%.

19. In case of Force majeure such as strike, lock out, plant break-down, accident, riots, war or any other cause/causes beyond control of either party preventing the seller from delivering and / or the buyer from receiving the materials, the contract shall remain suspended for the period when such force majeure conditions prevail or exist upon receipt of notice of intimation by one party from the other without any contractual liability to either party.
20. The Management reserves the right to accept / reject / cancel any or all the bids at any stage without assigning any reason whatsoever. The management reserves the right to distribute the quantity among qualified bidders without assigning any reason whatsoever. No damage or compensation shall be payable to any bidder for the alleged loss suffered by them due to such rejection/ cancellation.
21. The buyer reserves the right to reject / cancel / withdraw / modify the LOI / Purchase Order at any time without assigning any reason thereof. In the event of rejection/ cancellation, the buyer shall refund the EMD / Security deposit, if any, to the successful bidder. The buyer shall not be responsible for any damage/ loss whatsoever to the successful bidder on account of such withdrawal / cancellation of the Tender.
22. **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.
23. 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.

Signature & Seal of Bidder

IDCOL FERRO CHROME & ALLOYS LIMITED

Jajpur Road, Dist: Jajpur (Odisha)

TENDER CALL NOTICE NO.IFCAL/PUR-RM/496

DATE:24.07.2021

GENERAL AND TECHNICAL INFORMATION SHEET

1. Name of Bidder
with full address :
- Telephone number :
- FAX number :
- E-Mail, ID etc. :
2. Legal status of the bidder/ Firm :
3. Name of Managing Director/Partner/
Proprietor. :
4. Manufacturer of Coke :
Oven Plant (Submit full address
of plant & documentary evidence
in support of ownership)
5. In case of Traders. :
(Submit source of supply & stockyard
address)
6. GST Registration No.:
(Please enclose a legible copy of the
registration certificate)
7. PAN No. :
(Please enclose legible copy
of the same)
8. E.M.D. Details:
D/D. No :
Date :
Amount :
Drawn on :

N.B: Enclose copies of all the documents in support of above duly signed and sealed.

Signature and Seal of Bidder

IDCOL FERRO CHROME & ALLOYS LIMITED

Jajpur Road, Dist: Jajpur (Odisha)

TENDER CALL NOTICE NO.IFCAL/PUR-RM/496

DATE: 24.07.2021

PRICE BID FORMAT**Price of LAM coke per MT (10-30mm).**

| | | | |
|----|--|-----|-----|
| 1. | Ex-Stockyard Price (inclusive of all the charges and loading to trucks) | Rs. | PMT |
| 2. | GST @ % | Rs. | PMT |
| 3. | Any other taxes, levies if applicable : | Rs. | PMT |
| | Sub Total | Rs. | PMT |
| 4. | Cost of transportation by Road to IFCAL Plant premises including unloading charges, taxes and other expenses if any | Rs. | PMT |
| | Total | Rs. | PMT |

(In words:)

Signature and Seal of Bidder***Date:***