

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,Orissa, India
Tel.No.06726 – 224113

TENDER DOCUMENT
FOR
CONSTRUCTION OF BARBED WIRE FENCING
ALL AROUND THE QUARRY NO.2 & SOME
PORTION OF QUARRY NO-1

AT

TALANGI CHROMITE MINES.

Signature of the Tenderer
(Seal with Date)

**IDCOL FERRO CHROME & ALLOYS LIMITED
(A WHOLLY OWNED SUBSIDIARY OF IDCOL)**

THIS TENDER DOCUMENTS CONTAIN THE FOLLOWING

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Note: The tender document should be filled in and be signed on each page by the Tenderer as a token of having read, understood and agreed to it's terms and conditions and should be returned in original in the prescribed manner at the specified address.

Signature of the Tenderer

(Seal with Date)



No-IFCAL/TCM/CIVIL/1272

Dtd.10.10.2019

TENDER NOTICE

**FOR
CONSTRUCTION OF BARBED WIRE FENCING ALL AROUND THE
QUARRY NO.2 & SOME PORTION OF QUARRY NO-1 AT TALANGI
CHROMITE MINES.**

Date & time of submission of tender is dt. 05.11.2019 upto 5.00 pm.

**For Details please visit our website www.ifcal.nic.in or
www.idcorissa.com**

Managing Director

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

Corporate Identity Number : U 27109 OR 1999SGC 005736

☎ 06726-220212/220319/220494/220508/220370/220516/224113, 📠 06726-220524, ✉ ifcal@nic.in 🌐 www.ifcal.ori.nic.in

IMPORTANT INFORMATION

1. Name of the work : **Barbed wire fencing all around the Quarry No.2 & some portion of Quarry no-1 of Talangi Chromite Mine**
2. Nature & description of work : As given in the Tender Document
3. Period of completion : 06 (Six) months from the date of signing of agreement.
4. Period of down loading of Tender documents. : 15.10.2019 to 30.10.2019
5. Mode of submission of tender paper : By Regd. Post / Speed Post /Courier Service
6. Last date and time of receipt of tender paper : Dt . 05.11.2019 upto 5.00 PM
7. Opening of the Tender : Will be communicated to the tenderer
9. Address where tender document is to be submitted : Office of the Managing Director, IDCOL Ferro Chrome & Alloys Ltd. PO: Ferro Chrome Project, Jajpur Road, Dist: Jajpur, Pin -755020
10. Cost of tender paper : Rs.6000/-+ 18% GST (Rupees Six thousand plus Eighteen percent GST) only in shape of D/D/ Bankers Cheque and the document downloaded from Website should accompany cost of tender paper in shape of D.D / Banker's Cheque from any Nationalised bank favoring IDCOL Ferro Chrome & Alloys Ltd., Payable at Jajpur Road.
11. Earnest Money Deposit : Rs.28,000/- (Rupees Twenty Eight thousand) only is to be deposited in shape of D/D / Bankers Cheque from any Nationalised bank favoring IDCOL Ferro Chrome & Alloys Ltd., Payable at Jajpur Road
12. Total nos. of sheets of tender document. : 32 (Thirty Two) sheets.

| Sl .No. | Name of the work | Tender Amount (Rs.) | Earnest Money (Rs.) | Cost of Tender Paper (Rs.) | Time of completion | Class of Contractor |
|---------|---|----------------------|----------------------|-----------------------------|--------------------|---------------------|
| 1. | CONSTRUCTION OF BARBED WIRE FENCING ALL AROUND THE QUARRY NO.2 & SOME PORTION OF QUARRY NO-1 AT TALANGI CHROMITE MINES. | 13,74,000/- | 28,000/- | 6,000/- + 18% GST | Six months | "D" & "C" |

Signature of Tenderer
(Seal with Date.)

**INSTRUCTION TO TENDERERS
AND
GENERAL CONDITIONS OF CONTRACT (GCC)**

1. DEFINITIONS AND INTERPRETATION:

The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) Employer means the Managing Director, IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road. A wholly owned Subsidiary of Industrial Development Corporation of Orissa Ltd.
- (b) Engineer –In-Charge means the Employer’s Asst.Manager (Civil), IFICAL or the Engineer appointed from time to time by the Employer,.
- (c) Management means, the Managing Director, IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road or his authorized representative.
- (d) Corporation means, Industrial Development Corporation of Orissa Ltd. (in short IDCOL).
- (e) Authorized representative shall mean the Officers / Supervisors in direct charge of the work which shall be communicated to the Contractor in course of execution of the work from time to time.
- (f) The contractor shall mean the person, firm or company who enters into contract with the IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road and shall include their executors, administrators, successors and permitted assignees.
- (g) Contractor shall mean the person, firm or company who enters into contract with the IDCOL Ferro Chrome & alloys Ltd. , Wholly Owned Subsidiary of IDCOL .and shall include their executors, administrators, successors and permitted assignees.
- (h) Contract shall mean and include the Contract Agreement, Work Order, Letter of Intent, the Tender Schedule duly filled in and signed by the tenderer and the tender papers comprising , Tender notice, Important Information, instruction to the tenderer & General conditions of Contract, Special terms and conditions of the Tender schedule .

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(Seal with Date

- (i) Month means, English Calendar month.
- (j) Words incorporating the singular only also include the plural and vice versa where the context requires.

2. **TENDERERS TO STUDY TENDER DOCUMENTS CAREFULLY.**

The tenderer shall study carefully the specification applicable to the work and all the documents, which form the part of the agreement to be entered into by the accepted tenderer. All other details are required to be worked out by the tenderers keeping in view the specifications of work furnished here with. Claims at later stage in the plea that the specifications were not upto date and complete in all respects will not to be entertained .The tenderers are advised to consult the Engineer –in –charge & get their doubts clarified before quoting the rate. After opening the tender,if a tenderer expresses his unwillingness /inability to accept the contract to the quoted rate and/or terms and conditions of the contract, then EMD of the tederer will be forfeited and black-listed.

3. **TENDER BY OTHER THAN INDIVIDUALS:**

When the tender is not submitted in the name of the individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and shall be signed by a person or persons duly authorized by him by means of a legally valid documents(or a duly certified copy of the same)which shall be attached with the tender. For illustration in the event of the absence of any partner, .it must be signed on his behalf by a person holding a power of attorney. which is to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

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4. **TENDERS LIABLE TO REJECTION:**

The following tenders will be liable to summarily rejection.

- i) Tenders submitted by tenderers who resort to canvassing.
- ii) Tenders, which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect.
- iii) Tenders which contain uncalled for remarks or any alternative / additional conditions.
- iv) Any person / firm / Company who had been previously awarded any work have failed to execute the work fully or partially to the satisfaction of the management for any reasons whatsoever or have past records of unruly and misbehavior inside or outside the plant premises/ Mining area pertaining to his work or otherwise shall not be eligible for submission of this tender. If it is received by mistake or oversight the same would be liable for rejection without assigning any reason thereof.

5. **COMPLETION AND SIGNING OF THE TENDER**

The tenderers are to return the tender papers (comprising of information sheet, instruction to tenderer and General Conditions of Contract, Special Terms and Conditions of Contract, Technical Bid & Price Bid) , in original and duly completed. The tender will be likely to be ignored if complete information is not given therein or if the particular asked in

Signature of the Tenderer
(Seal with Date)

the tender form and schedule to tender are not fully filled in, the tenderer shall have to sign all pages of tender paper and schedule to tender as a token of acceptance of the terms and conditions stipulated in the tender.

6. **SUBMISSION OF TENDER PAPER:**

This set of tender document has, among other things, a Technical Bid format and a Price Bid format. The “Technical bid” and the “Price bid” should be put in separate sealed covers after detaching the same from the tender document and be marked with the tender reference number, name of the work and name of the tenderer. Each should also be identified by writing on the sealed envelope as **“Technical Bid” or “Price Bid”**, as the case may be. Both the sealed covers should be put in a separate bigger size sealed covers along with rest part of the tender documents such as cover page, index, tender call notice, important informations, document for instructions for tenderers and general directions & conditions of contract, documents for special terms and conditions which should be tagged or stapled. The bigger envelope should be super scribed with tender reference number, name of the work and name of the tenderer in bold letters and shall be sent to the Managing Director, IDCOL Ferro Chrome & Alloys Ltd., PO: Ferro Chrome Project, Jajpur Road, Dist: Jajpur, Orissa, Pin – 755020. by Regd. Post/ Speed Post/ Courier service only so as to reach him by the specified date and time as mentioned in **“Important Information Sheet”**. Technical bid should contain different enclosures as per the details given in the format. Bidders should quote the rate in Price bid both in figures and words.

The management shall not be held responsible for any postal or courier service missing / postal or courier service delay in submission of the tender paper. Tender papers received after the due date and time shall not be taken into consideration.

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l) The documents for “**Technical Bid**” shall contain the followings:

a) Technical Bid format – Page No.

b) Earnest Money in shape of D/D or Bankers cheque.

ii) **The documents for Price Bid shall contain** the Price Bid format duly filled in with quoted rates. The bidders shall quote their rates both in figures as well as in words without erasing, cuttings and over writing. The prices quoted should be legible and have no ambiguity. In case of variation between prices quoted in words and figures, those quoted in words shall be final and binding.

Signature of Tenderer

(Seal with Date.)

Validity:

The offer will remain valid for a minimum period of 60 days from the date of opening of the tender.

7. EARNEST MONEY.

The tenderer is required to deposit Earnest Money as specified in the Tender Notice . The Earnest Money should be deposited in shape of Bank Draft / Banker's Cheque in favour of IDCOL Ferro Chrome & Alloys Ltd. drawn on any Nationalised Bank payable at Jajpur Road. . The Demand Draft / Banker's Cheque as Earnest Money deposit should be enclosed in the technical bid and detail particulars should be mentioned in the relevant place. Earnest Money will not be received in cash.

Tenders without Earnest Money and with partial Earnest Money will be summarily rejected.

No request of the tenderer for adjustment of any due from the Corporation against Earnest Money will be entertained. No interest is payable on Earnest Money. Earnest Money of successful tenderers will be converted into initial Security Deposit.

Earnest Money of unsuccessful tenderers will be refunded as such after finalization of tender.

8. . MANAGEMENT WILL NOT ASSIGN ANY REASON FOR REJECTION OF TENDER:

The acceptance of tender will rest with the " Management " who does not bind himself to accept the lowest tender and reserves himself the right:

- (i) to reject any or all tender or
- (ii) to split the work amongst two or more parties and award a part thereof only to the tenderer without assigning any reason or giving any explanation thereof.

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9. ACCEPTANCE OF TENDER AND EXECUTION OF AGREEMENT:

Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent followed by a Work Order within a short interval. The Contractor shall then be required to execute an agreement within the time specified in the Work Order. In the event of failure on the part of the contractor to sign the agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered as withdrawn. The stamp paper alongwith any other materials required for signing of the agreement is to be supplied and paid by the tenderer.

10. SECURITY DEPOSIT:

On the acceptance of the tender, the earnest money deposited by the successful tenderer shall be converted to initial Security Deposit and also @ 5% of the bill value shall be deducted from the running account bill which alongwith the initial earnest money deposit shall be refunded to the contractor after 6 (six) months of the successful completion of the work and after payment of final bill.

No interest will be payable on Security / additional Security Deposit or on the amount payable to the contractor under the contract.

Additional Performance Security

If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the officer inviting the bid may require the bidder to produce detailed price analysis for any or all items of the bill of quantities which are quoted 10% below the estimated rates to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the officer inviting the bid may require that the amount of the performance security set forth be increased at the expenses of the successful

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bidder to a level sufficient to protect the Engineer-in-charge against financial loss in the event of default of the successful bidder under the contract . If the contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

Additional performance security shall be deposited by the successful bidder before execution of the agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event , the successful bidder shall deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost, in shape of D/D / Bankers Cheque of Nationalised bank in favour of IDCOL Ferro Chrome & Alloys Ltd., payable at Jajpur Road, which will be over and above the performance security. The additional performance security in any other form will not be accepted.

11. SERVICE NOTICE OF CONTRACT:

The contractor shall furnish to the management name, designation and address of his authorized agents and all complaints, notice, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of Posting on the day on which they would have reached such address in the ordinary course of posting and on the day which they were so delivered or left in case of delivery or leaving at the address, as the case may be. However, management will not be

Signature of the Tenderer
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responsible for non-delivery of letters due to non-availability of the addressee for long absence or any other reasons. In the case contract by partners any change in constitution of the firm shall be forthwith notified by the contractor to the management and management may at its discretion approve such change and allow or disallow the changed firm to continue the contract.

12. WORKING TIME:

Normally , the contractor should not carry out any work during the night or on Sundays without the prior permission excepting curing to the various cement works. But in case the work is required to be continued during night , prior permission of the Engineer –In-Charge in writing must be obtained and adequate lighting arrangements and other safety measures must be arranged by the contractor at this own cost.

13. COMPENSATION FOR NON-COMMENCEMENT OF WORK OR DELAY IN WORK:

Time shall be regarded as the essence of the contract. In case of failure on the part of the contractor to execute the job within the stipulated period, the management may at their discretion get the work done at contractor's account, cost and risk. The decision of the management is final and binding in determining the time limit for completing the particular portion of work.

14. EXTENSION OF TIME.

If the contractor would desire an extension of time for completion of the work on the grounds of his difficulties in executing the work in time, he shall apply in writing for such time extension which the management may at their absolute discretion allow such extension of time, subject to such further conditions as management may consider necessary. The action of the management in this behalf shall be final and binding on the contractor.

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15. FAILURES AND TERMINATION:

Should the contractor at any time fail to execute the work in accordance with the requirement specified in the tender, the employer will be at liberty to adopt any or several of the following.

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the management shall be conclusive evidence in which case the Security deposit of the contractor with IFCAL shall stand forfeited.

- (b) The employer shall have right to recover from the contractor all consequential losses due to contractor's failure to execute the contract and any amount by which the cost of completing the work by any other agency exceeding the value of the contract and the employer shall have lien on contractor's bills / properties and Security deposit for those amounts of the employer.

- (c) To carry out the works or part thereof by any means and engaging any agency, the costs of which shall include all expenses including supervision and incidental charges and debit the contractor with such costs, the amount of which as certified by the management shall be final and binding upon the contractor, and to credit the contractor with the value of the works done as if the works had been carried out by the contractor under the terms of the contract and the certificate of management in respect of the amount to be credited to the contractor shall be final and binding upon the contractor.

- (d) To measure the work as executed by the contractor and to get the remaining work completed by any means and engaging any agency at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the contractor if works had been carried out by him under the

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terms of the contract, the amount of which excess as certified by the management shall be final and binding upon the contractor shall be borne and paid by the contractor and may be deducted from any amount due to him by Talangi Chromite Mines / IFCAL under the contract or other wise or from his Security deposit.

16. **CONTRACTOR RESPONSIBLE FOR HIS EMPLOYEES:**

The contractor may employ such employees as he may think fit and the employees so employed shall be the employees of the contractor, for all purposes whatsoever and shall not be deemed to be in the employment of IDCOL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of his employees and shall be responsible for their conduct. Any disorderly conduct of the employees of the contractor or any unfair practice of inciting or instigation or raising of subscription or offering, or taking bribes or other gratification or any other practice for fomenting labour unrest or other wise affecting the working condition in the Mine shall be imposed with penalty of forfeiture of the contract, or any action at the discretion of management which will be binding to the contractor.

17. **TAXES, DUTIES, LEVIES AND INSURANCE ETC.**

- a) The Contractor shall defray all charges, such as rent, local taxes, other payments and compensations, if any, in connection with the procurement and handling of materials, machinery and equipments required for executing the work.
- b) Any and / or all taxes, duties, levies , other dues etc.pertaining to this Contract shall be payable by the Contractor and the Employer will not entertain any claim, whatsoever, in this respect.
- c) Notwithstanding anything contained elsewhere in the contract, the Employer shall deduct at source from the payment due to the contractor the taxes, duties etc. as required under the Central or State statute and the necessary tax credit certificate will be issued

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to him. It is for the Contractor to deal with the concerned tax authorities directly in respect of any claim or refund relating to the above deductions and the employer shall not be liable or responsible for any claims / payments / reimbursements in this regard.

d) **Insurance :**

Contractor shall at his own expenses carry and maintain insurance with reputed insurance companies to the satisfaction of the owner as follows:

i) Contractor shall carry and maintain any and all insurance, which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Employer for valid and sufficient reasons.

ii) **Accident or Injury to workmen.**

The Employer shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, preceding, costs, charges and expenses, whatsoever, in respect or in relation thereto.

18 **.PAYMENT:**

After successful completion of 25% of the work order volume/bill value our civil engineer shall supervise the work and after due certification , the running account bill shall be paid to the contractor . Balance amount shall be paid to the contractor with equal two running bills in the same manner as indicated above and final bill shall be paid to the contractor after successful completion of work and over all certification by the civil engineer .

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19.. **EMPLOYER'S LIEN ON ALL AMOUNT DUE:**

The employer has lien on and over all or any amount that may become due and payable to the contractor under those presents and / or also on and over the deposit or security amount or amount made under the contract and which may become repayable to the contractor under the conditions in that behalf herein retained for or in respect of any debt or sum that may become due and payable to the IFCAL by the contractor either alone or jointly with another or other contractor or transaction of any nature whatsoever between IFCAL and the contractor. And further that IFCAL shall at all times be entitled to deduct the said debt or sum due by the contractor from the money bills, Security Deposit which may become payable to the contractor under these presents.

20. **PENALTY FOR PRESSURISATION:**

Any action of the contractor either singularly or jointly with other contractor(s) to pressurise the management to accede to any demand, will make him (them) liable for termination of this contract by the management. Decision of the management in this regard shall be final and binding on the contractor.

21 **.RETURN OF SECURITY DEPOSIT:**

The security deposit shall remain at the entire disposal of the employer as a security for the satisfactory execution and completion of the work in accordance with the conditions of the contract. The employer shall be at liberty to deduct and appropriate from the Security deposit such penalties and dues as may be payable by the contractor under the contract.

On due and satisfactory performance and completion of the contract in all respect, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute no demand certificate from the department concerning the work.

Signature of the Tenderer
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22. **ADDITIONAL CLAIM / CLAIMS UNDER THE CONTRACT:**

All claims including any additional claim on account of the contract, compensation or otherwise which the contractor in his opinion would claim as his entitlement from the employer, shall have to be lodged by him within two months after the conclusion of the work by efflux of time or by failure or termination, as the case may be, whichever period expires earlier.

In this clause month means English Calendar month. If no such claim is prepared within the stipulated period, the contractor shall have no right to make any claim there after or raise any dispute in that regard subsequently.

23 . **DISPUTE AND ARBITRATION:**

- a. All disputes, differences, controversies or claims arising out of or relating to construction, meaning and operation or effect of this contract or breach or termination or invalidity thereof, if not resolved by mutual discussion, either party may give to other party notice in writing the existence of such disputes, question or difference and the matter shall be referred to Chairman, IFCAL, Bhubaneswar as the "Sole Arbitrator" and whose decision and award made thereof shall be final and binding on the parties.
- b. The parties hereto mutually agree that notwithstanding the place of execution, the contract shall be taken to have been entered into by the parties at Bhubaneswar(Orissa) and for the purpose of any dispute, in any Law Court, the jurisdiction shall be limited to any court under the jurisdiction of the Hon'ble High Court of Orissa.
- c. The venue of Arbitration will be Bhubaneswar.

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SPECIAL TERMS AND CONDITIONS

1. The contractor shall abide by all Labour Legislation including Contract Labour (Regulation & Abolition) Act 1970, Mines Act 1948, payment of Wages Act, 1936, Orissa Industrial Establishment (National & Festival) Holidays Act, 1969, Minimum Wages Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952, , Payment of Bonus Act, 1965, all other labour laws and rules framed thereunder and/or the certifications / directions and orders passed by the Government or the appropriate authorities and as amended from time to time which is applicable for the mines . It is the responsibility of contractor to comply and fulfill all statutory obligations in respect of his workmen as their immediate employer and if necessary he has to obtain necessary guidance from concerned statutory authorities under various acts for implementation of the related provisions.
The Contractor shall abide by the terms of settlement / agreement / award signed between the union and the management of contractor establishment.
2. The management under no circumstances whatsoever shall take any financial liability on any score whether on statutory dues payable to the workmen of the contractor or otherwise. The management shall also not take any responsibility in the event of levying of any damage, penalty, interest etc. by any statutory authorities due to non compliance / violation of any provisions of any act and rules / settlement by the contractor.
3. The contractor shall be duty bound and responsible for maintenance of all statutory records, prescribed registers, returns, information and

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or statement etc. as per the various statutory rules, regulations and preserve them at such place for such period as may be prescribed for easy access for verification / inspection by the authorized officer of the company and or various statutory inspecting authorities. The contractor shall deposit the registers and records with the company or termination of his contract.

4. For the guidance of the contractor, the procedure that are to be adopted for implementation of various acts and rules applicable to workmen are broadly indicated below for reference. This is not exhaustive but only illustrative and it will be the responsibility of the contractor to implement the provisions of various labour legislation as indicated above.
5. Some of the statutory records required to be maintained by the contractor are as follows:
 - (i) Muster Roll
 - (ii) Register of Wages.
 - (iii) Payment register for any other payment.
 - (iv) Safety Appliances issue register.

6. **CONTRACT LABOUR (REGULATION & ABOLITION ACT, 1970)**

- A. The contractor shall be responsible for maintenance of all statutory registers and records.
- B. The contractor is liable to provide first-aid facilities to the workers engaged by him at the work spot.
- C. The contractor himself has to execute the work. But in case he wants to engage his representatives, he has to submit authorization as per provisions of the Act.
- D. He shall be liable to maintain all the required registers, records, returning information and or statements etc. as required under the Act and he shall furnish the same from time to time to the company and also to be appropriate authorities of the Govt.

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7. **SAFETY.**
Health and safety being the prime responsibility of the contractor for the workmen employed by him, he must provide safety appliances to his workmen.
8. Contractors shall be responsible for payment of all Government levies
9. The Contractor shall be liable to comply with the provisions of the payment of Wages Act, Minimum Wages Act and rules framed thereunder and the contractor shall be bound to maintain all the prescribed registers, records, returns, information and / or statement etc. and shall furnish the same from time to time to the company and also to appropriate department and or authorities of Govt. and any non-compliance here on the contractor shall remain fully liable such non-compliance and the statutory consequences arising there from. Further, the contractor shall also remain liable for all statutory deductions, payments, penalties etc. that may accrue to him under the aforesaid laws and binds himself thereby for such non-compliance and or defaults arising therefrom.
10. If any statutory exemption is required to be obtained, the contractor shall obtain the same and produce necessary documents in support thereof before the company.
11. The contractor is liable to pay the minimum wages and allowances fixed by the Govt. or prevailing as per the agreement/settlement and such prevailing wages and other facilities shall be payable by the contractor. In case of revision in wages, the existing system will be followed for revising the contract rate.

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a. The contractor shall be solely responsible for any illegal strike or any such action or his laboures.

b. Before engaging any person as workmen, the contractor shall verify his antecedents, moral conduct and character. The person who bears good moral conduct & character shall only be engaged as workman. The management reserves the right to refuse the entry to any of his workman without assigning any reasons or notice for which the contractor shall have no objection.

c. Under no circumstances, the contractor should resort to under employment in any case, if there is sufficient work and the contractor shall not engage his workmen on piece rate system/basis.

d. The contractor shall carry out the job on time rate basis only.

e. No advance in whatsoever from either from the running bills/security deposit shall be paid to the contractor for any purposes relating to any payments to his workmen.

12. The contractor shall certify in each of his bill that the wages fixed by Govt.or by any settlement/agreement if any, have been disbursed under the provisions of the Minimum Wages Act/Payment of Wages Act to all his workers and all statutory deductions have been appropriately made and deposited with the appropriate authority.

In case the statement/certificate made by the Contractor is found to be false at any point of time, he will be liable for such penalty or damage as may be deemed appropriate by the management.

Signature of the Tenderer

(with seal and date)

Besides statutory penalties, which might be imposed by the statutory authorities and the contractor shall be also liable for all consequences arising there from.

13. The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time without any notice or assigning reasons and the contractor has to abide by the same.
14. The management reserves the right not to allow any labour to work in case his activities are found to be detrimental to the interest of the company and the contractor shall be liable for any litigation arising there from
15. The management reserves the absolute right to terminate the contract at any time without any notice or assigning any reason thereof. In such event al statutory terminal dues ae to be paid by the contractor.
16. The contractor and his workmen are to abide by prevailing discipline. The contractor and his workers should not misbehave any of the officer/employee of the Company on any occasion inside/outside the premises pertaining to his work or other wise failing which the contract will be terminated without any notice and the contractor will be black listed.
Failure to comply with any of the above terms and conditions shall be deemed to be breach of contract and the management shall at liberty to take any action on the contractor including termination of his contract.
The contractor and / or his authorized representative should always be present in the work spot to receive all communications and / or instructions given by the Personnel Deptt. and / or any authorized personnel.

Signature of the Tenderer
(with seal and date)

17. The Contractor shall specifically note that the company as principal employer reserves the right to make payment to all or any statutory dues payable by the contractor to his workmen at any point of time in case the contractor fails to make payment/delays in making payment/avoids to make payment and the company shall have the right to recover the entire amount along with any penalty/damages deemed fit from the running bills and the contractor shall have no objection to the same.
- 18.. The aforesaid special terms and conditions shall be deemed to be a part of contract agreement and any violation observed will be deemed to be breach of contract and the management will be at liberty to cancel/terminate the contract without any notice or assigning reasons thereof.
19. The rate should be written both in words and figures against units of corresponding items of work, otherwise the tender will be liable for rejection. In case of any discrepancy in between words and figures, the amount in words will prevail. The tenderer should know the total of each item and the grand total of the whole tender. The tender should be written legibly and free from erasers, over writing or conversion of figures, corrections where unavailable should be made by striking out initialing and rewriting. The rates should be quoted in decimal coinage. The tenderers should quote their rates for the complete finished work including leveling dressing the site after construction is over. No further monetary claim shall be entertained.
20. Scaffolding to be erected by the contractor at his own cost for the work must be strong, rigid and convenient enough to provide easy and safe access to the workers and supervising staff to the work spot. The rates must be quoted with due consideration to this and no extra amount is payable on this account.

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21. When any item of work not specifically covered under this tender or contract is required to be executed, it may be taken up through other agency on piecework or on labour supply. Such item of work may also be executed through the contractor and the additional item of work will be executed at the prevailing schedule of rates or at the rates approved by the Engineer-In-Charge .
22. The contractor will be responsible for the loss or damage of the Corporation materials that may be issued and the cost of the same would be recovered from the contractor at the market rate and issue rate whichever is higher. The contractor should maintain accounts of the above materials used for the work and return the surplus materials to the issuing stores without claiming any conveyance charges.
23. Empty cement bags when cement supplied by the Corporation shall be returned to the issuing stores in good and serviceable condition failing which cost @ 3.00 per empty cement bags shall be recovered from the contractor.
24. The rate quoted should be for the finished work inclusive of all the leads and lifts. No future monetary claim shall be entertained due to enhance of bonding materials cost and labour.
25. No part or whole work shall be sublet without written permission of the Engineer –In-Charge.
26. The contractor at the time of receiving materials from stores shall check the quality and quantity of the materials. No future complaints for the quality, quantity and spoilage of the materials shall be entertained.
27. Suitable extension of time may be granted on application due to natural calamities such as earthquake, storm & Cyclone and delay in supply of departmental materials but no monetary compensation will be entertained.

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28. The quantity of work shall be measured in the presence of the contractor or his authorized agents and signature taken in the measurement book as a token of acceptance. The bill by way of running account should be paid monthly normally. Advance payments on a rough assessment of work done may be considered by the Engineer-in-Charge which will be fully adjusted in the next running bills. Payments on materials collected at site may be considered maximum upto 78% of the value of such materials on the assessment and certificate of the Engineer-in-charge . such payment shall be recovered in suitable installment from the bill on the certificate of Engineer – in-charge.
29. If the contractor does not show adequate progress during the execution of work to complete in scheduled time the contract may be terminated at the discretion of the Engineer and 10%of the value of non-completed work will be recovered from the dues of the contractor lying with the Corporation on any account or that may become due later.
30. Any sub-standard work may be wholly or partly rejected as per the decision of the Engineer-in-Charge and the contractor will not be paid for any such bad works, besides he is required to dismantle and remove such bad works at his own cost from the work site.
31. The contractor has to make his own arrangement for sufficient supply and storage of water for the work at his cost. The Engineer –in-charge may consider to provide water supply from our source (if available) for which the contractor shall lay suitable pipe line and take delivery of the work. The departmental supply materials may be issued from our plant general store and the contractor to transport the materials to the work site at his own cost.

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32. Any damage or loss to work resulting from theft, rains, earthquake, fire or from any other cause like failure of centering and shuttering etc. shall be made good by the contractor at his own expenses till the construction is finally handed over to the Corporation.
33. If at any time before or after the commencement of the work, the Corporation shall for any reason whatsoever not require the whole of the contract work to be carried out, the Engineer-in-charge on behalf of the Corporation shall be entitled to reduce the scope of the work as per actual requirement for which the contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequent of the full quantity of the work not having been carried out, neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall include any curtailment of the work as originally contemplated the contractor shall be paid only for the actual work done .
34. The site for the execution of the work will be handed over to the Contractor by the Corporation as soon as the work is awarded .In case it is not possible for the Corporation to handover the entire site on the award of the work, the contractor shall adjust his working programmed suitably. No claim whatsoever shall arise against the Corporation for not handing over the entire site on the award of work or for handing over the site in stages.
- 35.. Specification means the Standard Orissa Specification, specifications as per National Building Code Confirming to relevant I.S.I. specification and statutory provisions as per Government Act etc.

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36. The Engineer –in-charge during the progress of the work have powers to order in writing in the site order book to be maintained at site of work by the contractor in the form prescribed by Engineer-in-charge from time to time.

(i) The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the Engineer are not in accordance with the specification.

(ii) The substitution of the proper and suitable materials .

(iii) The removal and proper re-execution of any work in respect of materials or workmanship, which in the opinion of the Engineer is not in accordance with the specification.

37.. Unemployed Diploma / Degree Engineers either individually or collectively who have registered themselves as contractors may quote their rates for above tender after purchasing the requisite tender forms. They are exempted for depositing the requisite Earnest Money and Security Deposit.

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38. The form of agreement ,form of tender, invitation to the tender special conditions of the contract, specifications drawings, time schedule and the rates and amounts quoted against the items of the tender schedule together with Letter of Intent awarding the work shall form the contract .If there is any conflict between any of the provision of the special conditions or any of the other documents referred above, the provisions in the Special Conditions shall prevail .Similarly if there be any difference between the description in the specification of the drawings and the works item in the tender schedule, the description in the tender schedule shall prevail.

I/We have read, understood and unconditionally agreed to abide by the above terms and conditions & complete the work within stipulated time.

39. After the work is finished, all surplus materials and debris are to be removed by the Contractor and preliminary works such as Vats, mixing platform etc are to be dismantled and all the materials will be removed from the site for which no extra payment will be made on this account to the Contractor.

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(with seal and date)

TECHNICAL BID FORMAT

TALANGI CHROMITE MINE
IDCOL Ferro Chrome & Alloys Ltd.

Please tick the appropriate space and strike out whichever is not applicable

No. IFCAL/TCM/1272

Dt. 10.10.2019

| | | | |
|------|---|--|---------------------------------------|
| 01. | Name of the Tenderer/Bidder | | |
| | Full Postal Address | | |
| | Tel.No. (both landline and Mobile) | | |
| | Telefax No. | | |
| | e.mail ID. | | |
| 02. | Whether the Bidder is an individual/Private Ltd./ Registered Partnership firm | | |
| | Please enclose photocopy of Memorandum of Article of Association / Partnership Deed as the case may be. | | <u>Submitted</u> <u>Not submitted</u> |
| .03. | Name of Managing Director /Director/Managing Partner/Partner/Individual as the case may be. | | |
| 04. | Date of establishment / registration of firm | | |
| | Please enclose evidence | | <u>Submitted</u> <u>Not submitted</u> |
| 05. | Details of Licence of the Bidder as issued by appropriate competent Authority of Government. | | |
| | photo copies to be submitted | | <u>Submitted</u> <u>Not submitted</u> |

Signature of Tenderer

Name

(Seal with Date.)

| | | | |
|------|--|--|---------------------------------------|
| 06. | GST number | | |
| | photocopies of certificate to be enclosed | | <u>Submitted</u> <u>Not submitted</u> |
| 07. | PAN as issued by Income Tax Authority (photocopy to be submitted.) | | <u>Submitted</u> <u>Not submitted</u> |
| 08. | Work Experience at mines area (Photo copy of the work order to be submitted) | | |
| | | | <u>Submitted</u> <u>Not submitted</u> |
| 09.. | Submission of Earnest Money . | | <u>Submitted</u> <u>Not submitted</u> |
| 10 | Details of Demand Draft / Banker's Cheque to be mentioned | | |
| 11 | Deposit of Tender Paper cost | | <u>Submitted</u> <u>Not Submitted</u> |

Certified that I/we have visited the mine and assessed the conditions and the tender / bid is based on our full understanding of the nature and circumstances of the job.

Certified that I/we have the authority to submit the bid/tender (Letter of such authorization should be enclosed herewith).

Signature of Tenderer

Name

(Seal with Date.)

PRICE BID FORMAT

Tender No :IFCAL/TCM/CIVIL/1272

Date :10.10.2019

| Sl. No | Item of works | Quantity | Unit | Rate/ Unit in (Rs.) (Both in Fig. and words) | Total Amount (Rs.) |
|--------|---|----------|------|--|----------------------|
| 1. | Supply all materials like cement , MS rods, chips (1/2"), sand and GI barbed wire for making of RCC Pillar for barbed wire of size 2.00 m. height bottom size of pillar is 5"X5" and top size of pillar is 4"X4" with fixing of MS hooks 06 nos. with each RCC pillar and fixing the RCC pillar with cement concrete (1:4:8) with Size of 0.45 M X 0.45M X0.45 M after completion of earth work as per direction of Engg . I/c | 1750.00 | Mtr | | |
| | | | | Total Rs. | |
| | | | | Or Say Rs. | |

- I) GST shall be paid extra by IFACL as per Govt. Rule.
- II) Rate to be quoted shall be exclusive of GST.
- III) Bids will be evaluated on the basis of total quoted value.

Certified that the details as stated here-before are true to the best of my/our knowledge. In case any statement is found to be untrue, I/we shall have no objection to forfeiture of EMD and cancellation of Work Order issued, if any, at our cost and risk.

Signature of the Tenderer
Name
(with seal and date)