

Ref. No. IFCAL/PROD/FPH/COR-1/ 1196

Dt.19.01.2021

**Corrigendum-1 to Tender Notice No. IFCAL/PROD/FPH/1111 dtd.01.01.2021.**

Name of the work : Annual contract in respect of operation and maintenance of HCFC metal recovery plant MRP-1 as per detailed scope of work and terms and conditions stated in the tender document.

Extension of last date & time of receipt of offer : upto 29.01.2021 (4 P.M)

For details please log on to any of our websites [www.ifcal.nic.in](http://www.ifcal.nic.in) or [www.idcorissa.com](http://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-755 020 Jajpur

Road, Dist: Jajpur (Odisha) Tel.No:06726-220212/

Fax No:06726-220524

**TENDER DOCUMENT**

**FOR**

**ANNUAL CONTRACT IN RESPECT OF OPERATION &  
MAINTENANCE OF HCFC METAL RECOVERY PLANT MRP - I**

Signature & seal of the tenderer

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IDCOL FERRO CHROME & ALLOYS LIMITED  
JAJPUR ROAD.

**INDEX**

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**NOTE:** The tender document should be filled in and be signed on each page by the tenderer or bidder in token of having read, understood and agreed to the terms & conditions and should be returned in original in the prescribed manner.

MANAGING DIRECTOR

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**IDCOL FERRO CHROME & ALLOYS LIMITED**

(A Wholly owned Subsidiary of IDCOL)

A Govt. of Odisha Undertaking

Regd.Office: Ferro Chrome Project-

755020 Jajpur Road, Dist:

Jajpur(ODISHA) Tel.No:06726-220212/

Fax No:06726-220524

TENDER NOTICE NO. IFCAL/PROD/FPH/1111

Date:01.01.2021

**TENDER  
NOTICE FOR**

**ANNUAL CONTRACT IN RESPECT OF OPERATION AND MAINTENANCE OF  
HCFC METAL RECOVERY PLANT MRP - I AS PER DETAILED SCOPE OF  
WORK AND TERMS AND CONDITIONS STATED IN THE TENDER DOCUMENT**

Period of downloading of tender document : 03.01.2021 to 14.01.2021

Last date & time of receipt of tender : 16.01.2021 upto 4.00 P.M

• : Due date of receipt will be extended if sufficient response is not received.

For details, please log on to : [www.idcorissa.com](http://www.idcorissa.com)

or

[www.ifcal.nic.in](http://www.ifcal.nic.in)

Sd/-

Managing Director

**INFORMATION SHEET**

1. Idcol Ferro Chrome & Alloys Limited (IFCAL) is located at Jajpur Road in the district of Jajpur, Odisha. The nearest Railway Station is Jajpur-Keonjhar Road located on Howrah-Chennai Main line. The plant is located about 3 K.M. from the Rly. Station. It can also be approached by road through NH-5 and then NH-215 from Bhubaneswar, about 100 KM from the plant.
2. Description the job Annual contract in respect of operation and maintenance of HCFC metal recovery plant MRP-I and initial maintenance for operation as per detailed scope of work and terms.
3. Availability of tender document : The tender document can be downloaded from our websites [www.ifcal.ori.nic.in](http://www.ifcal.ori.nic.in) or [www.idcorissa.com](http://www.idcorissa.com)
4. Period of down loading of tender document : From 03.01.2021 to 14.01.2021
5. Last date & time of receipt of tender: Date. 16.01.2021 up to 4.00 p.m.
6. Mode of submission By Speed Post / Courier service / Regd. Post
7. Address where tender document is submitted Office of the Managing Director, IDCOL Ferro Chrome & Alloys Ltd.  
P.O. Ferrochrome Project-755020, Jajpur Road, Dist- Jajpur.
8. Cost of Tender document : The cost of tender document Rs.525/- (Rupees five hundred and twenty five only including GST) should be paid in shape of Demand Draft or Banker's cheque drawn on any nationalized bank in favour of Idcol Ferro Chrome & Alloys Limited payable at Jajpur Road, Odisha
9. Earnest Money Deposit : Rs.5,00,000.00 (Rupees five lakh only) in shape of Demand Draft or Banker's cheque drawn on any nationalized bank in favour of Idcol Ferro Chrome & Alloys Limited payable at Jajpur Road, Odisha
10. Total no. of sheets of tender documents : 34

Signature & seal of the tenderer

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

### **1. DEFINITION AND INTERPRETATION:**

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

- a) Owner means the Managing Director, Idcol Ferro Chrome & Alloys Ltd., a wholly owned subsidiary of Industrial Development Corporation of Orissa Ltd.
- b) Management means Managing Director, Idcol Ferro Chrome & Alloys Ltd. or his authorized representative.
- c) Corporation means the company Idcol Ferro Chrome & Alloys Ltd., a wholly owned subsidiary of Industrial Development Corporation of Orissa Ltd.
- d) 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.
- e) The tender shall mean the tender submitted by the tenderer for acceptance by owner. The tender may also be called the bid and tenderer as bidder.
- f) Contractor shall mean the person, firm or company who is awarded the contract for execution of the jobs detailed in the scope of work or who enters into contract with the Idcol Ferro Chrome & Alloys Ltd., Jajpur Road and shall include their executors, administrators, successors and permitted assigns.
- g) Contract shall mean and include the tender document duly signed by the tenderer on each page, , offer received from the contractor, negotiated terms & conditions, letter of intent, contract agreement, work order, Bids duly filled in and signed by the tenderer. The tender document comprises of the cover page, index, tender notice, information sheet, General Conditions of Contract, annexures Special Conditions of Contract, General Bid format & Price Bid format.
- h) Month shall mean English calendar month.
- i) Words incorporating the singular only also include the plural and vice- versa where the context so requires.

Signature & seal of the tenderer

- j) GCC shall mean General Conditions of Contract.
  - k) SCC shall mean Special Conditions of Contract.
  - l) IFCAL shall mean the company Idcol Ferro Chrome & Alloys Limited.
  - m) MRP-I shall mean the existing mechanized HCFC metal recovery plant.
2. The bid is open for eligible agencies who fulfill the eligibility criteria enumerated at clause No. 2 of the SCC.
  3. (i). 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 & responsibility of the tenderer/ bidder.  
(ii). The tender shall remain valid for a period of 90 days from the date of issue of tender notice.
  4. All the information, as called for in this tender document shall be submitted in English.
  5. All the rates and amounts shall be quoted in Indian Rupees (INR). The rates shall be written in figures as well as in words. In case of any discrepancy, the rates given in words shall be treated as the rate quoted by the bidder.
  6. The sealed packet containing the General Bid shall also enclose the GCC, SCC & any remaining part of the tender document except "Price Bid". The General Bid format & Price Bid format should be detached and put in separate sealed covers along with the required documents / credentials and be marked with the tender notice number and the name of the tenderer. Each should also be identified by writing on the sealed envelop as "General Bid" & "Price Bid" as the case may be. The sealed envelop marked as "Price bid" should not contain any document other than the Price Bid format duly filled in. Both the sealed covers should be put in a separate bigger size sealed cover and sent to The Managing Director, Idcol Ferro Chrome & Alloys Limited, At/PO : Ferro chrome Project, Jajpur Road – 755020, Dist. : Jajpur, Odisha. The name of the bidder, the tender notice number and the last date of receipt shall be written on the sealed cover.

Signature & seal of the tenderer

**7. List of papers/ documents / credentials to be annexed to General**

Bid :

- i) Copy of PANcard.
- ii) Copy of GST registration certificate.
- iii) Copies of work orders / contracts in respect of execution of operation and maintenance of HCFC Metal Recovery Plant including supply of all spares as stated at clause no. 2.(A) of the SCC.
- iv) List of clients for whom the bidder has executed contract with regard to operation and maintenance of HCFC Metal Recovery Plant including supply of all spares.
- v) List of clients for whom the bidder has executed contract with regard to operation and maintenance of HCFC Metal Recovery Plant including supply of all spares.
- vi) Demand draft or Banker's cheque for Rs.525/= towards the cost of tender paper.
- vii) Original affidavit as stipulated at clause no.2(B)-(v) of the SCC.
- viii) Demand draft or Banker's cheque for Rs.5,00,000/= towards EMD.
- ix) All the pages of the tender document set except the price bid format .

(N.B: The tenderer is to put his signature and seal at the bottom of every page.)

- 8. Cost of Bidding:** The bidder shall bear all the cost associated with preparation and submission of bid and IFCAL, in no case shall be responsible or liable for these costs regardless of conduct or out come of the bidding process.
- 9.** The tenderers / bidders are advised to visit our plant site and collect all required data / information before submission of bid.
- 10.** Use separate piece of paper, where the space provided in the format in this tender document is not sufficient for submission of information.
- 11.** The bidders can send tenders by Speed Post / Courier service/ Regd. post. However, the bid receiving official shall not be responsible for delays in receipt of the bids on any account for which IFCAL is not liable.
- 12.** If the last date of receipt of the tender / bid turns out to be a holiday, it will automatically be extended to next working day.
- 13.** Any or all 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 loss/damage suffered by the bidders on account of such rejection.
- 14.** The General Bids shall be opened first and scrutinized by the tender committee.

Signature &amp; seal of the tenderer



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**15.** If a bidder is found to have not fulfilled any of the conditions of the eligibility criteria, then the bid shall be rejected. The Price Bids shall be opened thereafter in those cases where General Bid have been found to be accepted.

**16.** Signing of tender document: The person signing the tender document should be the proprietor in case of proprietorship firm, an active partner in case of partnership firm or the Managing Director in case of a public / private limited company. Negotiations can be held only with above said persons or their authorized representative who have to produce the original letter of authorization at the time of negotiation.

**17. DISPUTE AND ARBITRATION :**

**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.

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 the tenderer

## **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

**1.** The Special Conditions stated hereafter shall prevail over the General Conditions stated here before in case of any repugnancy.

### **2. ELIGIBILITY CRITERIA :**

#### **(A) TECHNICAL:**

- i) The bidder shall enclose along with the General Bid the list of clients for whom they have executed contract with regard to operation and maintenance including supply of all spares of HCFC metal recovery plant (MRP) during the last ten years i.e, from April,2010 to December,2020.
- ii) The bidder must have successfully executed operation and maintenance contract including supply of all spares in respect of HCFC metal recovery plant in any metallurgical plant for at least 04 years. The bidder is to enclose copies of work orders pertaining to above contracts. **The work order / contract showing only operation or only maintenance is not acceptable.**
- iii) The bidder must have an annual turn over of Rs.9 (nine) crore minimum during last 3 (three) financial years ie, 2017-18, 2018-19 and 2019-20 with the above business.

N.B : (1). Owner of any privately-owned HCFC metal recovery plant is not permitted to participate in the tender.

(2). In the course of execution of the contract by the successful bidder who has been awarded the contract, if it is discovered that the said bidder has submitted with the bid copies of false/ fake/ forged work order or performance/ completion certificate, then the work order will be cancelled, his / her/ their security deposit will be forfeited and the contractor (i.e, the successful bidder) will be blacklisted.

#### **(B) FINANCIAL/ COMMERCIAL:**

The bidder has to submit the following with the General Bid :

- i) Copy of GST registration certificate. The GST code should have been linked to the bidder's income tax PAN.
- ii) Rs. 5,00,000.00 (Rupees five lakh only) to be submitted along with the tender as E.M.D. in shape of Demand Draft / Banker's cheque drawn on any nationalized bank in favour of Idcol Ferro Chrome & Alloys Ltd. payable at Jajpur Road, Odisha. Details to be mentioned in General Bid.

Signature & seal of the tenderer

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- iii) Cost of tender paper of Rs.525/= (Rupees five hundred twenty five only including GST) in shape of Demand Draft / Bankers cheque drawn on any nationalized bank in favour of Idcol Ferro Chrome & Alloys Limited payable at Jajpur Road, Odisha (non refundable)
- iv) Copy of bidder's income tax PAN card.
- v) Original affidavit affirming that the bidder himself / herself/ themselves is / are "not blacklisted" by any Govt. / Semi Govt. organization / PSU".

### **3. SCOPE OF WORK**

Broadly, the contractor shall make the MRP-1 operative at their own cost and then take up the operation and maintenance of the metal recovery plant(MRP-1) for processing of HCFC metal mix slag which includes the transportation of feed material from slag dump or any other stock yard inside the plant upto the metal recovery plant (MRP-1) as well as transportation of finished metal output, pure slag, tailings & hatch products of jiggling machines to respective stockyards and stacking as well as supply of the specified spares, materials and consumables for maintenance.

The details of jobs outlined hereafter are not exhaustive but include any piece of work necessary for satisfactory execution of the contract.

#### **(A) Operation of the Metal Recovery Plant(MRP-1) & slag processing**

(i) The contractor shall engage all the necessary digging and transporting equipments / earth-moving machinery such as hydraulic excavators, poclain, pay loaders, tippers, trucks, tractors etc as may be required for different leads and lifts. The hiring charges of all these equipments / machineries as well as running and maintenance cost which includes fuel, lubricant, spares and wages of operators and attendants etc. shall be borne by the contractor.

(ii)The slag dump material to be fed to the hopper should be 0-250 mm, in size. If any over size material is transported to the MRP site, then the same should be broken down manually or otherwise by the contractor's own arrangement to the above specified feed size prior to feeding to hopper. If any metallic article / object is found to have been mixed with the material loaded in the hopper, the same shall be removed prior to feeding to crushers. In addition to the slag dump material, the contractor will be required to process per month approximately 500 – 600 MT of fresh slag generated at casting bay.

Signature & seal of the tenderer

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- (iii) The contractor shall engage the required manpower of adequate skill and experience for operation of the metal recovery plant (MRP) independently. The contractor's supervisors and staff shall attend to all the processes involved in the metal recovery operation.

**N.B** : The tenderer is advised to visit our site to gain a first-hand knowledge about present condition of MRP-1 and access expenditure for making the MRP-1 operative to quote and then labour engagement prior to submission of bids.

- (iv) The metal-mix slag material to be fed to the metal recovery plant (MRP-I) is available at the slag dump / slag stockyard and the casting bay.
- (v) The arrangement / preparation of the passages / ramps for movement of the pay-loaders or other material handling equipments and / or preparation of temporary stores space near feed hopper for the material to be fed to the hopper shall be made by the contractor.
- (vi) Prior to starting of any equipment, pre-starting checks / inspection shall be carried out by the contractor's staff and idle running of the machines / equipments for about 05-10 minutes shall be undertaken.
- (vii) The jigging screen has to be cleaned from time to time.
- (viii) During operation the contractor must ensure adjustment of throughput of crushers and jigging operation to ensure slag free separation of metal chips.
- (ix) The contractor shall maintain a log book for the operation of the MRP as per the format which will be provided to them.
- (x) If any slag or foreign material is observed in the finished output (metal) of jigging machines, the same must be separated manually or otherwise.
- (xi) The slag, sand or any other materials accumulated at bottom of the sump shall be removed from time to time. While cleaning the sump, the hatch product coming out must be stacked separately in the nearby concrete floor as advised.

Signature & seal of the tenderer

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- (xii) The stacked jigged products after drying will be screened to different sizes as per customer requirement (i.e, 3 mm, 10 mm or any other size as may be advised by IFCAL.) and loaded to tractor / tipper and weighed in our plant weighbridge periodically by the contractor and shifted to the finished product yard for stacking. The required screens for this purpose will be arranged by the contractor.
- (xiii) For any shut down of the system the contractor has to take proper approval for the job to be done as well for the shutdown. If damage to any equipment of the MRP occurs due to negligence of the contractor's workmen or faulty operation / maintenance, then the equipment shall be repaired / replaced by the contractor at his / her/ their own cost.
- (xiv) The arrangement for handling, shifting and intermittent transportation of different products and materials inside the MRP will be done by the contractor along with the transportation of final products to the finished product yard.
- (xv) The pure slag / residual materials are to be shifted / transported to the designated yard after determination of moisture percentage by IFCAL laboratory before shifting.
- (xvi) The contractor is to ensure that before transporting any material from the MRP-1, proper permission is being obtained from the authorized representative of IFCAL. In case the slag output resulting from jig tailings are visually found to contain some metal-mix slag, then these metal pieces shall be picked up manually and segregated after spreading the tailings heap so that the output slag heap at jigging site is free of any metal prior to its transportation to the designated slag yard. This slag should not be unloaded at the old slag dump. Prior to shifting of slag tailing and metal , the moisture analysis will be carried out by IFCAL laboratory to access moisture percentage and then slag and metal quantity will be calculated in dry basis for output billing purpose.

Signature & seal of the tenderer

- (xvii) All HCFC metal, slag, hatch product shifting must be routed through the weigh bridge and the weight slip obtained from the weighbridge must be furnished to the representative of IFCAL.
- (xviii) Regular housekeeping of the MRP and its surroundings.
- (xix) The contractor is to ensure that their transportation, operation & slag processing activities do not hinder the process activities of existing plant of IFCAL.
- (xx). All HCFC metal should be first weighed & then stacked at a clean & designated place of Finished Product stock yard as per instruction of dept. The Finished Product stock yard to be cleaned before stacking of metal & also other despatch of metal.

**(B) Maintenance of the metal recovery plant**

The contractor shall undertake necessary routine checks, preventive / breakdown maintenance work and complete the jobs on war-footing basis within shortest possible time so that the processing target fixed at clause no. 5 (B) is achieved. The contractor shall arrange, at his/ her/ their cost and well in advance all spares, materials (including steel structural, plate etc.) and consumables required for maintenance jobs except those in IFCAL's scope of supply stipulated at (vii). IFCAL will provide DA gas and oxygen gas for gas cutting work free of cost. The contractor shall maintain sufficient stock of spares, materials and consumables except those in the scope of supply of IFCAL. The contractor shall arrange at his/ her/ their own cost consumables such as welding electrodes, lubricants etc. for routine maintenance jobs. The damaged or rejected spares / materials generated in the maintenance process shall become the property of IFCAL.

A brief list of tasks to be undertaken is cited below. The list is not exhaustive but includes any other work that may be required for satisfactory completion of the maintenance jobs.

Signature & seal of the tenderer

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(i) All necessary civil / mechanical / electrical maintenance work shall be undertaken by the contractor as and when required. The contractor shall consult and co-ordinate with various maintenance departments for smooth execution of maintenance jobs. The materials required for civil repair and maintenance jobs shall be arranged by the contractor at his/ her/ their own cost.

(ii) Apart from the log book to be maintained for operation showing approx. quantity of material fed on daily basis as well as the finished product generated and plant shutdown time, you shall maintain a separate log book for maintenance of the plant showing the date of shut down, shutdown period, name of the job, major spares utilized etc.

(iii) The contractor shall arrange all necessary tools & tackles required for maintenance jobs whether light or heavy at his / her/ their own cost. In case of any heavy and arduous job which the contractor is unable to carry out at site, he/ she/ they may be allowed to take the spares or the equipment under breakdown out of the factory to their selected workshop for necessary repair and maintenance at his/ her/ their own cost, risk and responsibility. After completion of the abovesaid repair and maintenance, the contractor is to bring back the repaired original equipment/ the repaired spare and return to IFCAL the damaged and rejected spares in case of spares replacement.

(iv) The contractor shall maintain a stock record in respect of critical/ essential spares in consultation with the respective maintenance departments. The contractor is to return the rejected machine parts, materials generated in the maintenance activity to our Stores Deptt. periodically under intimation to the concerned maintenance department.

(v) In case any welding electrodes / lubricant or any spares available with IFCAL is supplied from our Stores for use in maintenance of the metal recovery plant, the cost of the same shall be debited to the contractor's account.

Signature & seal of the tenderer

(vi) **Spares supply** :

. The contractor shall procure only good quality spares of proper dimensional accuracy so as to fit properly with the respective machines/ equipments. If the machine/ equipment is damaged due to use of bad quality/ dimensionally inaccurate spares, then the contractor shall repair/ replace the machine/ equipment at his/ her/ their own cost. The contractor shall supply all spares. At the time of expiry of the contract period, the contractor shall leave the machines, equipments in reasonably good condition so that the next contractor awarded with the annual contract can smoothly initiate the slag processing job.

(vii) **Maintenance of crushers**

In case the shafts get bent or broken or jammed, bearings get broken, the contractor may carry out the maintenance at our site. If any repair and maintenance is not possible at our site the contractor may remove the machine from its foundation and transport the same to the outside workshop to undertake due repair and maintenance there and bring back the same to our Works entirely at his/ her/ their cost, risk and responsibility. In addition to other specified spares, the crusher spares will also be supplied by the contractor at his/ her/ their own cost.

(ix) If the contractor fails to supply any of the spares under his/ her/ their scope and the same is available at IFCAL stores, then the spares can be provided by IFCAL to the contractor on his/ her/ their request for use in maintenance work. In such case, penal charge @ 120% of the cost of procurement spent by IFCAL will be debited to the contractor's account.

x). Irrespective of the reason of breakdown for which the contractor is liable, for any shortfall below the quarterly target for process output, penalty will be deducted from the contractor's bill as explained at clause no. 5(B) of the SCC.

**4. Period of contract** :

The period of contract shall be initially for one year from the date of issue of LOI / work order whichever is earlier. However the contract period can be extended two times each time for a period of one year based on mutual consent between the two parties ie, the contractor and the client M/s. IDCOL Ferro Chrome & Alloys Ltd. Such a consent should be expressed by either of the parties and finalized thereafter preferably three months prior to the normal expiry of the contract.

Signature & seal of the tenderer



**5. PROCESS OUTPUT, MONTHLY TARGET AND PENALTY FOR SHORTFALL**

( A) **Process output**

The ferrochrome slag shall be processed to get separately the following products :

- i) Prime-metal
- ii) Metal-free slag of two sizes
- iii) Tailings and hatch products

The slag touch metal generated at the jigging machine is to be further crushed in roll crusher and reprocessed through the vibrating screens and jigging machines.

Process output shall mean the quantity of output in MT (calculated on dry basis) that is generated at the jigging machines and this output quantity shall be arrived from the sum total of the followings :

- (i). Metals in required size fractions on dry basis (Chrome alloy separated in the jigging process is treated as the metal).
- (ii) Metal-free slag in different size fractions on dry basis.
- (iii) Hatch products and tailings (taken out from the RCC tanks) on dry basis.

After weighment of each of the above components of the process output at IFCAL weighbridge, the dry basis weight will be calculated by deducting moisture quantity from the net weight indicated on the weighment slip. The moisture percentage will be evaluated from sample analysis undertaken by IFCAL at its laboratory and is final and binding on the contractor. Prior to shifting of slag, IFCAL's laboratory should be informed to collect sample of shifting materials.

The process output is the net output quantity generated at the jigging machines excluding any handling loss/ spillage loss/ loss in collection and internal haulage/ moisture and is not necessarily equal to the quantity of slag material fed at the ground hopper for processing.

Signature & seal of the tenderer

(B). **Plant running hours, monthly target and penalty for shortfall**

(i). The plant shall normally be run on two-shift basis i.e, "A" & "B" shift from 7 A.M to 11 P.M with normal rest periods of workmen and normal shutdown time for daily routine checks. However, the contractor shall also be required to run the plant in three shifts whenever instructed by IFCAL. The monthly target for process output shall be 2400 MT minimum .

For each MT shortfall in the process output from the total output target considered over a quarterly period, penalty will be charged @ 50% of the contractual rate per MT of process output for operation and maintenance of the MRP. In such case, the contractor will raise monthly bill as usual towards the actual quantity of process output in each month but deduction of penalty will be made from the 3<sup>rd</sup> monthly bill of the quarterly period considered. Thus, the contractor gets a chance to make up for any shortfall in any month of quarterly period by enhancing the process output sufficiently in the remaining months.

**6. Quality of workmanship**

The supervisors, skilled, semi-skilled & unskilled workmen engaged by the contractor should be experienced and competent in their respective jobs. The electrical personnel engaged should have competent and most possess valid electrical permits.

If due to faulty operation or bad quality of workmanship in maintenance jobs, any machine or equipment is damaged, the contractor shall repair the same and replace the damaged parts at his / their own cost within the shortest possible time or else the cost of spares / repair will be debited to the contractor's account or suitable penalty will be imposed on the contractor.

Signature & seal of the tenderer

### **7. Manpower engagement**

The contractor shall deploy a plant-in charge entrusted with overall responsibility for day-to-day operation & maintenance activity, co-ordination & liaising tasks. Female labours can be engaged only during day time. Apart from above engagements, the contractor shall engage per shift as well as for extended period of daily operation adequate number of supervisors, jigging machine operators, fitters, welders and feeding helpers so that the monthly target for process output as spelt out at clause no. 5 (B) is achieved. The jigging machine operators, fitters, welders and feeding helpers shall strictly be male workmen.

8. The tenderer shall carefully examine the scope of work, special instruction, if any, General Conditions of Contract, Special Conditions of Contract, safety regulations etc. and fully acquaint himself with the nature & location of the work. Visit to the site can be permitted prior to submission of tender on any working day between 9.00 AM to 5.00 PM. It is the responsibility of the tenderer to assess the actual site condition, labour related statutory requirements, administrative procedure, any techno-commercial matter before submission of the bid.

### **9. Quoting the rate in the Price Bid format**

The contractor shall take into account the scope of work, the manpower engagement, probable cost of spares supply, hiring cost of equipments/ machineries all the financial involvements envisaged in the tender documents, statutory compliances & liabilities, contingencies etc. prior to quoting the rate in the Price Bid format.

The rate (i.e, the charges excluding taxes and duties) shall be quoted in the Price Bid as **“Charges per MT of process output(Dry basis)with initial maintenance for operation of MRP-1 ”**. The quoted rate shall be all costs inclusive but exclusive of GST and any other applicable taxes & duties. It shall include among other charges the cost of spares, materials and consumables, hiring charges of machineries & equipments, man-power cost, any other expenses in contractor’s scope and liability, contractor’s profit etc.

Signature & seal of the tenderer

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No extra charges will be paid in case of escalation of cost on any other account (ie, spares, materials, consumables, equipment hiring or any other item). Hence, the tenderer is strongly advised to quote their competitive rate within which he/she/ they can absorb any escalation of cost within the contract period.

10. **Revision of minimum wage** :

The contractor is liable to pay the minimum wages as fixed by the Govt. from time to time. In case of revision in wages, the following formula will be followed for revising the contract rate as given below :

$$R_1 = (1-0.90) R + 0.90 \times R \times W_1 / W$$

R = Previous contract rate per MT

R<sub>1</sub> = Revised contract rate per MT.

W<sub>1</sub> = Revised minimum wage as fixed by the Govt.

W = Previous minimum wage

11. **Taxes & duties**

Taxes and duties shall be paid extra as applicable.

12. **Billing & Payment**

After completion of the operation and maintenance jobs in a certain calendar month the contractor shall submit his /her/ their invoice in the 1<sup>st</sup> week of the succeeding month based on the process output achieved in the said month as per the record maintained by the FPH section of IFCAL. Payment will be released preferably within 30 days of receipt of invoice after deduction of additional security money as explained at clause no. 12 of the SCC.

In case of hike by IFCAL in labour wages, allowances, benefits and other charges in respect of high-skilled, skilled, semi-skilled and unskilled category labours, the contractor may raise supplementary bill as explained at clause no.9 of the SCC.

13. **Security Deposit & Additional Security Money**

On award of contract, the earnest money deposited by the successful tenderer shall be converted to bid security money in respect of the contractor whom the contract is awarded.

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14. **AMENITIES TO BE PROVIDED BY IFCAL**

(i) Electricity and water for operation and maintenance of MRP shall be supplied by IFCAL as free issue to the contractor.

(ii) Two / three nos. non-AC quarters (two room type) will be provided to the contractor on chargeable basis for accommodation of his/ her/ their staff / employees. The rent and electricity charges shall be the usual charges applicable to IFCAL employees.

15. **SAFETY MEASURES, PRECAUTIONS & RELATED LIABILITIES**

(i). The contractor shall be solely responsible for the safety of the persons engaged by him / them. Prior to starting of operation of MRP-1, clearance of Safety department is strictly required.

(ii) The contractor shall maintain the equipment, tools & tackles in good condition.

All the operators and technicians deployed by the contractor should have been well trained about their assignments and especially safety aspect of it.

(iii) The contractor has to take adequate safety precautions for prevention of accident at site and ensure that all the persons engaged by him / them at site abide by all the safety rules.

(iv) The contractor has to provide the required personal protective equipments to all his workmen and labours e.g safety shoes, helmets, hand gloves, goggles, ear muff, nose masks and safety belts etc. Also, he has to ensure that these equipments are used by the workmen while on duty. The contractor has to get safety clearance from safety department of IFCAL prior to commencement of the job,

(v) The persons deployed by the contractor must be free of any kind of intoxication, physical disability or any chronic disease, which may lead to any kind of accident.

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- (vi) In case of any accident, the contractor shall take all steps for necessary treatment of the injured person and inform the authorized officer of IFCAL. Immediately after the accident, the contractor has to submit the accident report to the Safety Officer of IFCAL in the format available with IFCAL.
- (vii) The contractor is to bear all expenditure incurred towards medical treatment of any of his / their staff working inside the plant or any person belonging to any other agency injured due to unsafe condition created by the contractor. The contractor is liable to bear any compensation in case any claim is finalized by any statutory / legal authority / IFCAL in favour of a workman or labour affected by injury due to accident inside the plant attributable to the contractor. In case of any dispute, the decision of IFCAL shall be final and binding.
- (viii) The contractor must maintain a first aid box and all other facilities in order to handle casualties.
- (ix) Any of the contractor's workman / labour violating the safety rules shall not be allowed inside the company premises and if already allowed, shall be expelled immediately.
- (x) In case of any unsafe conditions / practices are adopted by the contractor's staff, *authorized safety officer* of IFCAL or his authorized representative reserves the right, at his discretion, to stop the work or foreclose the contract with immediate effect. In case the work is stopped by the authorized officer, the same can be restarted only after the aforesaid irregularity is rectified to his satisfaction.
- (xi) In case the contractor fails to provide the personal protective equipments, IFCAL may, at its option, issue these equipments to the contractor's staff and debit 150% of the purchase cost to the contractor's account. The contractor has to follow safety rules and regulations of Govt. Of Odisha.

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16. **SECURITY MEASURES, WATCH & WARD**

- i) The contractor shall be solely responsible for the safe keeping of spares and materials arranged by him or issued to him by IFCAL.
- ii) The vehicles brought in by the contractor or his personnel have to be parked at the designated place. The vehicle owner must possess in updated condition relevant documents in respect of his vehicle, e.g, fitness certificate, registration certificate, tax payment particulars, pollution control certificate, insurance policy etc. The vehicle operator / driver must possess proper license / authorization from competent authority.
- iii) The contractor is to ensure that no person(s) engaged by him / them has any previous criminal record or pending case at any court of law. IFCAL may refer some or all the workmen for police verification and any one found having any criminal record shall be expelled from the job. If the contractor is found to have suppressed or manipulated any fact regarding the above, then he / they shall be black listed / penalized at the option of IFCAL.
  - iv) Any material brought in by the contractor shall be entered in the incoming materials register maintained at our Factory gate.
  - v) Any establishment set up by the contractor within plant premises can be checked by IFCAL or any statutory authority at any point of time. The contractor is to fully co-operate for the same.
  - vi) Any material taken out of the company premises by the contractor should have proper gate pass in the format of IFCAL and the gate pass should have been countersigned by authorized officer of IFCAL.
  - vii) IFCAL may check the gate passes of the persons working inside the company premises at any point of time and any one found without a proper gate pass shall be immediately expelled from the company premises.
  - viii) None of the contractor's personnel shall be allowed to stay inside the factory premises after duty hours. No labour hutment or cooking arrangement or any kind of shop is allowed inside the factory premises.
  - ix) The contractor or his / her/ their personnel should not disclose to any outsider any information pertaining to IFCAL / the Metal Recovery Plant without obtaining written permission from the management of IFCAL.
  - x) If the contractor or his/ her/ their personnel are found to have violated any of the rules specified above, then the concerned person shall be immediately removed from company premises.

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17. **ACCEPTANCE OF WORK ORDER**

On the basis of mutually agreed price and other terms and conditions, a LOI / a work order will be issued in favour of the tenderer selected for award of the contract. The contractor is to return us the duplicate copy of the said LOI / work order preferably within five days after putting his signature and company seal at the bottom of every page as a token of acceptance of the terms and conditions cited in the said LOI / work order. This work order as well as any other amendment or terms and conditions finalized mutually later shall constitute the contract between Idcol Ferrochrome & Alloys Ltd. and the contractor.

18. **SERVICE NOTICE OF CONTRACT**

The contractor shall furnish to the management name, designation and address of his /her/ their 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 responsible for non-delivery of letters due to non-availability of the addressee for long absence or any other reasons. In case there is any change in the constitution of the contractor's firm / company then the same shall be forthwith notified by the proprietor of the original firm / Managing Director of the company/ all partners of the partnership firm to the management of Idcol Ferro Chrome & Alloys Ltd and management of Idcol Ferro Chrome & Alloys Ltd may at its discretion allow or disallow the changed firm to continue the contract.

19. **PENALTY FOR NON-COMMENCEMENT WORK BY THE STIPULATED DATE**

On placement of the LOI / work order, the contractor is to mobilize his /her/their staff and commence the work from the date mentioned in the work order / LOI. In case of inordinate delay in commencement of work, the management of IFCAL may rescind the contract and forfeit the security money of the contractor.

20. **FAILURE TO EXECUTE THE WORK**

Should the contractor at any time fail to execute the work in accordance with the requirement specified in the work order, then Idcol Ferrochrome & Alloys Ltd will be at liberty to adopt any or several of the following measures.

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i) To rescind the contract for which rescission notice issued in writing to the contractor by the competent authority of Idcol Ferrochrome & Alloys Ltd shall be the conclusive evidence of termination of contract in which case the contractor's security money held with IFCAL shall stand forfeited.

ii) For all consequential losses suffered by IFCAL due to the contractor's failure to execute the contract" Idcol Ferrochrome & Alloys Ltd shall have the right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract and IFCAL shall have lien on the contractor's bills / properties and the total security money.

(iii). To carry out the works or part thereof by the employment of required labour, the costs of which shall include all expenses including supervision and incidental charges and debit to the contractor's account such costs, the amount of which as certified by the management of IFCAL shall be final and binding upon the contractor and to credit to the contractor with the only the actual portion of value of work done by him / them as if the said portion of work had been carried out by him / them under the terms of the contract . In such case, the certificate of management of IFCAL in respect of the amount to be credited to the contractor shall be final and binding upon him / them.

(iv). To measure up the work executed by the contractor and to get the remaining work completed by another contractor at the former's risk and expense in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the original contractor if work had been carried out by him/them under the terms of the contract, the amount of such excess as certified by the management shall be final and binding upon him

/ them. These expenses shall be borne / paid by the original contractor. Otherwise these expenses may be deducted from any amount payable to the original contractor by IDCOL Ferro Chrome & Alloys Ltd. under the contract or otherwise or from his / their total security money.

21. **IFCAL'S LIEN ON ALL AMOUNTS DUE**

IFCAL has lien on all or any amount that may become due and payable to the contractor and also on the deposit made or security amount under the contract which may become repayable to him / them. The lien is also valid in respect of any debt or sum that may become due and payable to the IDCOL Ferro Chrome

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& Alloys Limited by the contractor. And further that IDCOL Ferro Chrome & Alloys Limited shall at all times be entitled to deduct from the contractor's bills and security money the said debt or sum due and repayable by him / them.

22. **COMPLIANCE TO GOVERNMENT LAWS & RULES**

(i). The contractor shall abide by all labour legislation including Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, the Payment of Wages Act, 1936, the Odisha Industrial Establishment (National & Festival) Holidays Act, 1969, Minimum Wages Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Industrial Employment Standing Orders Act, 1946, the Payment of Bonus Act, 1965, the Payment of Bonus (Amendment) Act, 2015, the Workmen's Compensation Act, 1923, the Industrial Disputes Act, 1947, the Maternity Benefit Act, 1961 & all other labour laws and rules framed there under and / or the guidelines / directives / orders passed by the Government or appropriate authorities and as amended from time to time. It is the contractor's responsibility to comply with and fulfill all statutory obligations in respect of his / their workmen since the contractor is their immediate employer and if necessary the contractor has to obtain necessary guidance from the 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 worker's union of IFCAL and the management of IFCAL pertaining to interests of labours and other applicable provisions.

The contractor shall extend to his supervisors, workmen and labours all prevailing facilities (i.e, wages, benefits, allowances and other charges) that are enjoyed by the contractor workers working under various contractor establishments of Idcol Ferro Chrome & Alloys Limited.

The contractor is liable to pay at his / their own cost for any damage, penalty, interest etc. which may be levied / imposed by any statutory authority due to non compliance / violation / non-observance of any provisions of any Act, law, rules by him / them

ii) The contractor shall maintain all statutory records, prescribed registers, returns, information and 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 on termination of his / their contract.

iii) For the contractor's guidance, 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 contractor's responsibility to implement the provisions of various labour legislation as indicated above.

(A) Some of the statutory records required to be maintained by the contractor are as follows:

- (1) Muster Roll.
- (2) Register of Wages.
- (3) Register of deduction for damage or loss.
- (4) Register of fines.
- (5) Register of advance.
- (6) Payment registers for any other payment.
- (7) Bonus register in Form 'C'.
- (8) Leave with wages register.
- (9) Wage slip is to be issued by the contractor at the time of each payment etc.
- (10) Safety appliances issue register.
- (11) Register of overtime

(B) Some of the statutory dues that are payable by the contractor to his / their workmen among others are as follows

- (1) Wages and allowances
- (2) Overtime Wages
- (3) Leave with Wages
- (4) Bonus
- (5) Holidays Wages
- (6) Settlement Benefits
- (7) Picnic grant.

(iv). The contractor is liable to make payment of bonus to all his / their eligible labours under the Payment of Bonus Act & the Payment of Bonus (Amendment) Act. 2015 as per profit & loss account of his / their establishment subject to a minimum bonus of 8.33% (Eight point three three percent). The bonus shall be disbursed before Durga Puja within the time limit prescribed under the Act.

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The following records are to be submitted by the contractor before the statutory authorities and / or the company at least one month prior to the payment of bonus.

- (1) Register for computation of allocable surplus in Form No. A.
- (2) Register showing set on & set off of allocable surplus in Form No.8.
- (3) Register of payment of bonus in Form No. C.
- (4) Audited balance sheet for the concerned accounting years.
- (5) The contractor has to pay Rs.8.00 per day of attendance to each of his / their labour in lieu of supply of bananas and molasses to them.
- (v) The contractor has to make payment of minimum wages as declared by the Government and other applicable dues to labourers for the National Holidays, festival holidays, May Day and other festival holidays as may be declared by IDCOL Ferro Chrome & Alloys Ltd. from time to time. Holidays declared by the government on account of election to Loksabha, State Legislative Assembly, Gram Panchayat Election and election to Municipality / NAC shall also be declared as holiday & the contractor has to make payment for above holidays & no reimbursement will be made on this account. The paid holidays which will be declared by the management of Idcol Ferro Chrome & Alloys Ltd. for its regular employees shall also be applicable to the contractor's establishment and the contractor shall declare the said holidays as paid holiday. In such case, the contractor shall make payment to his / their labourers the wages / extra wages during the same month.

The contractor shall fix wage period in respect of which wages shall be payable. All payment of wages and other dues shall be made through Bank payment in their S.B A/C. The authorized representative has to certify the payment as per Contract Labour (R & A) Act, 1970. If such certificate is not found in the payment register, it shall be deemed that the contractor has failed to make payment and the contractor shall be liable for all consequences arising there from and penalty or fine as deemed fit shall be imposed on the contractor.

A notice showing the wages period and the place and time of payment / disbursement of wages and other dues shall be displayed at the place of work and a copy should be sent to the HRD Department and concerned department for their information and necessary action.

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vi) The employer's share towards ESI & EPF contribution will be borne by the contractor and the same will not be borne by the management of IFCAL.

(vii). a) Before execution of work, the contractor shall issue monthly pass-cum-attendance card for each of his / their labour / staff and authorized representatives / supervisor duly signed by his / their and company authorized officials. The workmen concerned will be required to produce such cards before the security officials at Factory Gate while entry into the Plant and exit from the Plant.

b) The contractor shall maintain an Attendance Register where daily attendance will be recorded. The authorized officials of IFCAL shall have the right to verify the attendance register of the contractor and the register shall be signed by the contractor in each day.

c) In each month, immediately after wages payment, the contractor has to produce a monthly statement indicating therein, Sl. No., Name, ESI No., PF No. number of working days, wage paid, ESI earnings, PF earnings, employees contribution of ESI/EPF along with the proof of statutory deposits made for the previous month to Bill Section of IFCAL by 10<sup>th</sup> of the same month, for necessary record and certification of monthly bill of the contractor for release of payment.

d) The contractor shall be solely responsible for any illegal strike or any such action of his / their labours.

e) Before engaging any person as workmen, the contractor shall verify his antecedents, moral conduct, any past criminal record 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 / their workmen without assigning any reason for which the contractor shall have no objection.

g) Under no circumstances, the contractor should resort to under employment in any case, if there is sufficient work.

h) Immediately after completion of the contract period, the contractor has to issue notice informing his / their labourers to collect their final dues if any, from the contractor with copies of such notices being endorsed to HRD Dept. After paying all terminal dues to his / their labours / staff, the contractor should deposit all registers, payment sheets etc. in HRD Dept. before applying for release of the total security money.

k) None of the contractor's bills shall be passed without taking clearance from the HRD Dept.

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(viii). For receiving any payment from the company, the contractor has to take a clearance from the HRD Dept. and the concerned department of IFCAL. If the contractors owe any amount to IFCAL, then the same would be indicated in the clearance certificate so as to enable the Finance Dept. to make necessary deductions thereof.

23. **E.S.I. Act.**

(a). The contractor has to abide by all the provisions under the E.S.I. Act & Rules and enroll all his / their workmen under E.S.I. before his / their workmen / staff are allowed entry into the plant. The contractor has to bear the employer's share of ESI contribution and shall deposit both the employer's share & employee's share as per the payment register before 10<sup>th</sup> of each month.

(b). The contractor has to report all accidents inside the plant affecting his / their labours / staff to the ESI authorities, Director of Factories concerned, Dy. Director & Asst. Director of Factories through the Time Office, Bill Section and Safety Officer on the day of occurrence of the accident.

(c). All records and registers etc., which are required to be maintained and inspected by the ESI Inspector from time to time shall be maintained by the contractor and kept in the ESI Section of the company.

(d). The contractor default in any manner to comply with the provisions of the ESI Act & Regulations and on that score if the company is made liable, all such amount shall be recovered from his / their bills with interest as applicable. Further the contractor shall be liable for any fine or penalty imposed by the Management / ESI authority on this account, which shall also be deducted from his / their bills/security deposit.

24. **E.P.F. Act.**

The contractor has to abide by all the provisions of E.P.F. & M.P. Act and enroll all his / their workmen under the Employees Provident Fund Act & Scheme. The contractor has to bear the employer's share of Provident Fund contribution along with inspection charges, EDLI charges, Administrative charges, Inspection charges as applicable under the Act. The contractor has to deposit the said amount along with employee's share of contribution before 10<sup>th</sup> of each month positively as per the payment register.

a) On failure to deposit ESI and PF contribution within the prescribed time limit, the contractor has to pay 100% penalty / damages (non-refundable) and shall be liable for all such actions that may be taken by concerned statutory authorities in this regard and the management as principal employer shall have the right to recover such amount from the contractor's running bill(s) / security deposit / any other dues that are payable to the contractor, for compliance of statutory provisions. The contractor shall have no objection for such deduction.

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b) The contractor has to abide by the P.F. Act and the rules framed thereunder. All other formalities required under the P.F. Act and forwarding of forms, returns, records, statements etc. are to be complied / maintained by the contractor and should be submitted to IFCAL for onward transmission to the Provident Fund Commissioner.

c) For any non-compliance on this score and/or penalty imposed under the P.F. Act and rules, the contractor shall be solely responsible and under no circumstances, the company i.e. the Principal Employer Idcol Ferrochrome & Alloys Ltd will be made liable in any manner including payment thereof.

**25. ATTENDANCE OF STAFF**

a) The contractor shall issue his / their own attendance cards-cum-gate pass to his / their workmen / staff each month under the name of his / their firm through a printed form duly approved by the HRD Department. Only after the ESI Section is satisfied that all compliance have been duly observed, then the authorized persons of IFCAL would affix their signature on the gate pass countersigned by IFCAL's Security Dept. This will entitle his / their labours / staff for entry into the factory premises of IFCAL and the contractor's labours / staff shall be liable to produce such cards for inspection and checking in the course of work inside the factory. In case anybody is found without such a valid gate pass, the Security Staff shall have the absolute right to remove such persons.intimate HRD Dept./concerned department also. In such case, the contractor has to pay the terminal dues to such labours as per rules.

**.26. AUTHORITY OF IFCAL MANAGEMENT & OTHER LIABILITIES OF CONTRACTOR**

a). 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 any reason. The contractor has to abide by the same.

b) The management reserves the right not to allow any of his / their workmen / staff to work in case his / her activities are found to be detrimental to the interest of Idcol Ferro Chrome & Alloys Ltd and you shall be liable for any litigation arising there from.

c).The management reserves the absolute right to terminate the contract at any time without assigning any reason thereof. In such event all statutory terminal dues in respect of contractor's workmen / staff are to be paid by the contractor.

d). The contractor and his workmen are to abide by prevailing factory discipline. The contractor and his / their workmen / staff should not misbehave with any of the officers / employees of Idcol Ferro Chrome & Alloys Ltd on any occasion

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inside / outside the plant premises pertaining to the contractor's 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 / their 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 HRD Dept. and / or by any authorized personnel.

e). The contractor shall specifically note that Idcol Ferro Chrome & Alloys Ltd as principal employer reserves the right to make payment of all or any statutory dues payable by the contractor to his / their workmen at any point of time in case the contractor fail to make payment / delay in making payment / avoid to make payment. In such case, Idcol Ferro Chrome & Alloys Ltd shall have the right to recover the entire amount along with any penalty / damages deemed fit from the contractor's running bills and total security money and the contractor shall have no objection to the same.

f). The aforesaid special terms and conditions shall be deemed to be a part of contract and any violation on the contractor's part will be deemed to be breach of contract. In such case, the management of Idcol Ferro Chrome & Alloys Ltd will be at liberty to cancel / terminate the contract without any notice or assigning any reason thereof.

g). The contractor shall not terminate the services of a workman / labour who has been in his / their employment without following the provision of law under the Industrial Disputes Act-1947 and Contract Labour (Regulation & Abolition) Act-1970.

h). Chapter V-A and V-B of the Industrial Disputes Act-1947 regulating lay-off and retrenchments shall apply to the contractor's establishment as per the provisions.

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## **GENERAL BID**

Tender notice ref. no. IFCAL/PROD/FPH/ 1111

Dtd. 01.01.2021

1.(a) Name of the bidder :

(b) Full address :

(c) Tel. No. :

(d) Fax No. :

(e) E-mail ID :

2. Whether the bidder is a proprietorship firm/  
private or public limited company/ individual  
/registered partnership firm (Enclose copies of  
Memorandum & Articles of Association /  
Partnership deed/ Proof of proprietorship) :

3 Date of establishment/registration of  
the firm. :

4. Date of commencement of business :

5. Name of the Managing Director/  
Director/Partners/Individual/Proprietor  
as the case may be. :

6. PAN issued by income tax  
authorities (enclose the copy of  
PAN Card)

7. EMD details  
Amount :  
D/D/Banker's cheque No. & Date  
Issuing Bank.

8. Cost of tender document:-  
Amount :  
D/D/Banker's cheque No. & Date  
Issuing Bank

9. GST Registration No. :  
:(Enclose Xerox copy of GST  
registration certificate)

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10. Status of submission of eligibility credentials & documents. (Please tick in the appropriate column) :

<b>Sl.No.</b>	<b>Document / Particulars to be submitted</b>	<b>Status (Please tick)</b>
(A)	The list of clients for whom the bidder has executed contract with regard to operation and maintenance of HCFC metal recovery plant including supply of all spares during the period from April,2010 to December,2020.	Submitted / Not submitted
(B)	(i) Copies of work orders/ contracts showing that the bidder was awarded contract for operation & maintenance and supply of all spares of HCFC metal recovery plant at any metallurgical industry for at least two years during the period from April,2017 to December,2020.	Submitted / Not submitted
(C)	Copy of GST registration certificate	Submitted / Not submitted
(D)	Copy of PAN Card	Submitted / Not submitted
(E)	Original affidavit showing that the bidder himself/ herself/ themselves is / are "not blacklisted by any Government / Semi- government organization/PSU".	Submitted / Not submitted
(F)	Cost of tender paper in shape of D.D/Banker's cheque	Submitted / Not submitted
(G)	EMD in shape of D.D/Banker's cheque	Submitted / Not submitted

Signature & seal of the tenderer

## PRICE BID

Tender notice ref. no. IFCAL/PROD/FPH/ 1111

Dtd. 01.01.2021

<u>Description</u>	<u>Rate (in Rs./MT)</u>
Charges per MT of process output(Dry basis) with initial maintenance for operation of MRP-1	Rs..... per MT. (In words: Rupees..... ..... ..... per MT.)

- N.B: (1) The job shall be undertaken strictly as per the scope of work and terms & conditions of the tender.  
(2) The quoted charges per MT shall be all costs inclusive.  
(3) Taxes & duties are payable extra as applicable.  
(4). The process output has been defined at clause no.5(A) of the SCC. (5). "MT" means metric ton.

Signature & seal of the tenderer