

IDCOL FERRO CHROME & ALLOYS LTD.

(A WHOLLY OWNED SUBSIDIARY OF IDCOL)

GOVT.OF ODISHA U.T.

REGD.OFFICE & PLANT, FERRO CHROME PROJECT
CITY- JAJPUR ROAD, DIST. JAJPUR, PIN 755020, ODISHA.

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**FINISHED PRODUCT PACKING & LOADING TO TRUCKS OR
OTHER MEANS OF TRANSPORTATION**

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OUR REF: IFCAL:1120

DATE: 07.09.2019

TENDER NOTICE
FOR

FOUR (4) NOS OF DIFFERENT JOBS EXECUTED IN DIFFERENT SECTIONS OF IFCAL PLANT AS PER DETAILED SCOPE OF WORK AND TERMS AND CONDITIONS STATED IN THE RESPECTIVE TENDER DOCUMENT.

Period of downloading of tender document	:	08.09.2019 to 18.09.2019
Last date & time of receipt of tender	:	20.09.2019 upto 5.00 PM.
Tender opening	:	(i) Technical bid : 23.09.2019 at 10.00 AM. in the Conference hall of IFCAL
	:	(ii) Price bid : 23.09.2019 at 3.00 PM. in the Conference hall of IFCAL
For details, please log on to	:	www.idcorissa.com or www.ifcal.nic.in

Sd/-
MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly Owned Subsidiary of IDCOL)

(A Govt. of Orissa Undertaking)

P.O: Ferro Chrome Project,
Jajpur Road, Dist: Jajpur-755020

DETAILS OF 4(FOUR) NOS OF TENDERED JOBS

Sealed tenders are invited in two bid systems (Technical bid & price bid) from contractors having valid labour licence, PAN, PF Code, ESIC registration and GST No. for the following jobs in conformity with the detailed terms & conditions stipulated in the "Tender Document". The tender documents can be downloaded from our Website, www.ifcal.nic.in/www.idcorissa.com, from Dt. 08.09.2019 to 18.09.2019. While submitting the same the tenderer has to enclose a D/D or Banker's cheque for Rs. 590/- (inclusive of GST) in favour of IDCOL FERRO-CHROME AND ALLOYS LTD. payable at Jajpur Road, drawn on any Nationalized Bank towards the cost of tender document & produce original labour licence at the time of opening of Technical Bid.

The last date of receipt of tender document is Dt. 20.09.2019 upto 5.00 PM by Registered Post / Speed Post / Courier Service only. The "Technical bid" shall be opened on Dt. 23.09.2019 in the Conference Hall of IFCAL at 10.00 A.M. and "Price bid" shall be opened on Dt. 23.09.2019 in the Conference Hall of IFCAL at 3.00 PM. If the date of opening of the tender (Technical bid / Price bid) happens to be a holiday then the tender shall be opened on the very next working day at the same place & time. If the "Technical Bid" or "Price Bid" can not be opened on the scheduled day due some resins then the new date of opening will be intimated to the contractors accordingly.

Sl. No.	Name of the Job	Labour licence capacity	Earnest Money (Rs.)	Period of the job
1.	"Loading Of Raw Materials To The Raw Material Handling System, Manual Breaking Of Lumpy Chrome Ore, Machine Crushing Of Coke, Screen Station Jam Cleaning & Internal Hauling Of Spillage Charge (Chrome Ore/Briquette, Coke, Serpentine, Quartzite, Over Size Coke, Magnesite Etc.) & Coke From Screen Station, Operation Of Ore Dryer, Chrome Ore Briquetting & Chrome Ore Screening"	99 Nos.	2,50,000	TWO YEARS
2.	Daily Routine Work Of Furnace- I & Furnace- II With All Auxiliary Work Related To Furnace Of Idcol Ferro Chrome & Alloys Ltd., On Annual Contract Basis.	70 Nos.	1,50,000	ONE YEAR
3.	Finished Product Packing & Loading To Trucks Or Other Means Of Transportation	20Nos	80,000	ONE YEAR
4.	Loading/Unloading Of Store Materials & Labour Supply For Store, Idcol Ferro Chrome & Alloys Ltd., On Annual Contract Basis	20 Nos.	50,000	ONE YEAR

The management reserves the right to accept / reject / cancel / defer the tenders and can split the work amongst two or more tenderers without assigning any reason thereof.

Sd/-
MANAGING DIRECTOR

IMPORTANT INFORMATION

1. Name of the work : FINISHED PRODUCT PACKING & LOADING TO TRUCKS OR OTHER MEANS OF TRANSPORTATION
2. Nature & description of work : As given in page No. 30
3. Contract Period : One year from the date to be mentioned in LOI.
4. Date of downloading of tender paper from website : From Dt 08.09.2019 to 18.09.2019
5. Mode of submission of tender paper : By Regd. Post / Speed Post / Courier Service only.
6. Last date and time of submission of tender paper : Dt. 20.09.2019 upto 05.00 P.M.
7. Address where tender papers to be submitted : The Managing Director,
IDCOL Ferro Chrome & Alloys Ltd.,
P.O: Ferro Chrome Project,
Jajpur Road,
Dist: Jajpur – 755 020 (Odisha)
8. Date, time and place of opening of tender paper. :
(a) Technical Bid : 3.00 PM. on Dt. 21.09. 2019
Place- Conference Hall of IFCAL
(b) Price Bid : 3.00 PM. on Dt 23.09.2019
Place- Conference Hall of IFCAL
9. Cost of tender paper : Rs. 590/- (Rupees Five hundred Ninety only)
10. Amount of earnest money : In figures - Rs. 80,000/-
In words - Rupees Eighty thousand only.
11. Number of labourers for which labour licence is required. : 20 Nos.
12. Total nos. of sheets of tender document. : 0 to 36

Signature of tenderer

INSTRUCTION TO TENDERERS AND

GENERAL DIRECTION AND CONDITIONS OF CONTRACT

1. DEFINITION AND INTERPRETATION:

The following words and expression 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, 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, 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 Employer. The tender may also be called the bid and tenderer as bidder.
- (f) 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) Contract shall mean and include the Tender Schedule duly filled in and signed by the tenderer and the tender papers comprising important information, information sheets, instructions to tenderers and General Directions and Conditions of Contract, Special Terms and Conditions, Scope of Work, Schedule to tender, Letter of Intent & Work Order.
- (h) Month means, English Calendar month.
- (i) Words incorporating the singular only also include the plural and vice versa where the context requires.

Signature of tenderer

2. TENDERER TO STUDY TENDER DOCUMENTS CAREFULLY:

The tenderer shall study the tender document carefully. He should visit the site and satisfy himself as to the local conditions, the volume of work, the accessibility of the site, the conditions of working before submission of tender. No claim on grounds of want of knowledge in such respect will be entertained.

After opening of 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 the earnest money of the tenderer will be forfeited and the tenderer will be black-listed.

3. TENDER BY OTHER THAN INDIVIDUALS:

When the tender is not submitted in the name of an 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 a tender being submitted by a partnership firm, it must be signed separately by each member thereof or 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 Indian Partnership Act.

4. TENDERS LIABLE FOR REJECTION:

The following tenders will be liable to summarily rejection.

- (j) 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 who 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 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.

Signature of tenderer

5. **COMPLETIONS AND SIGNING OF THE TENDER:**

The tenderers are to return the tender papers (comprising of 'Technical Bid', 'Price Bid' and rest part of the Tender document such as cover page, Tender call notice, documents for General Direction and conditions of contract, documents for special terms and conditions and document for safety appliances) in original and duly completed. The tender is likely to be ignored if complete information is not given there in or if the particulars asked in the 'Technical Bid' and 'Price Bid' are not duly filled in. The tenderer shall have to sign all pages of tender paper, 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 others, a Technical Bid format and another Price Bid format. The technical bid and 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 the 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 cover along with rest part of the tender document such as cover page (Page No. 0), index (Page No. 1), Tender call notice (Page No. 2), Important information (Page No. 3) documents for Instruction to Tenderers and General Direction and conditions of contract (Page No.4 to 14), documents for special terms and conditions (Page No.15 to 28) and document for safety appliances (Page No.29) which should be tagged or stapled. The bigger envelope should be superscripted 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., P.O - Ferrochrome Project, Dist- Jajpur-755 020 by Regd. Post / Speed Post / Courier Service only so as to reach him by specified date and time as mentioned in "**Important Information**" of the "**Page No. 3**" and which shall be opened at the time, date & place as mentioned therein. The Tenderers or their authorized representative may witness the opening of the tender. Tenders sent by any other mode other than specified above will not be taken into consideration.

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.

Signature of tenderer

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

- a) The ‘cover page of Technical Bid’, ‘Nature and Description of the job’, ‘Format for giving details of the tenderer / bidder’ and ‘Eligibility criteria to qualify the Technical Bid’ (Page 29 to 35).
- b) Earnest Money in Shape of D/D or Banker’s Cheque.

The documents for “Price Bid” shall contain the Price Bid format duly filled in with quoted rates (page No. 36). 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.

7. OPENING OF TENDER:

The ‘Technical Bid’ shall be opened first. The format for giving details of the tenderers shall be checked with verification of certificates asked for and thereafter “Eligibility Criteria” shall be checked in presence of the bidder. **Tender documents downloaded by the tenderers from website have to produce all original licence at the time of opening of tender.** However for qualifying in the technical bid, detail verification shall be made by the tender committee. The technical bid found to have not fulfilled the conditions laid therein shall be rejected. The “Price Bid” of the tenderers whose Technical Bids were found to be acceptable shall be opened as per the date, time and venue as mentioned in the “Tender Notice” and their names shall be displayed in our Notice Boards for the respective Tender Job.

Due to any eventuality, if the tender (Technical bid / Price bid) opening not completed on the scheduled date, then the same shall be continued in the next working day.

8) EVALUATION OF TENDER AND FINALIZATION OF TENDER:

The bids shall be evaluated considering rates quoted by the tenderers at SI No. 1 in the format for submitting Price Bid and quoted labour rate in SI. 3 will be taken for issuing LOI / Work Order for the job.

9) VALIDITY OF TENDER:

The tender shall remain valid for a period of 180 days from the date of opening. During the period of validity, if a tenderer wants to withdraw from the bidding, his EMD shall be forfeited.

Signature of tenderer

10) **EARNEST MONEY:**

The tenderer is required to deposit Earnest Money as specified at "Important information" sheet of the tender document. 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 Nationalized Bank payable at Jajpur Road. The document of Earnest Money deposit should be enclosed to the tender paper and detail particulars 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 after 30 days from the date of opening of the tender.

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

The acceptance of tender will rest with the Managing Director, IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road who does not bind himself to accept the lowest tender and reserves himself the right:

(a) to reject any or all tender or

(b) to split up the work amongst two or more tenderers and award a part thereof only to the successful tenderer without assigning any reason or giving any explanation thereof.

12. **ACCEPTANCE OF TENDER:**

Acceptance of the tender shall be intimated to the successful tenderer through a **Letter of Intent** in the address submitted by the Tenderer in the Bid document through Registered Post / Speed Post / Courier Service / Hand delivery. The Tenderer has to submit the acceptance of the LOI by signing the duplicate copy of LOI within 05 (Five) days of issue of LOI after which Work Order shall be issued in their favour. The subject work shall be commenced from 01.10.2019 tentatively which will be finally intimated in due course of time.

In the event of non delivery of LOI either for any Postal / Courier Service delay or absence of addressee at their place, Management will not be held responsible for non delivery of the same. In such case EMD shall be forfeited.

Signature of tenderer

13. 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 an equal amount of security deposit will be deducted in two equal installments from the monthly bill. Both the amount taken together i.e. Initial Security deposit and the equal amount of the same collected in the manner described as above will be termed as 'Security Deposit' & will be taken into consideration for all official purpose. No interest will be payable on Security Deposit to the contractor under the contract.

14. ADDITIONAL SECURITY:

3% value of progressive, monthly bill of the contractor under the head 'Additional Security deposit' shall be deducted and kept till completion of the work.

No interest will be payable on the above-mentioned 'Additional Security Deposit' amount payable to the contractor under the contract. This amount shall be refunded after completion of the contract period and clearance of all dues of workman engaged by contractor after obtaining no objection certificate from the concerned departments.

15. 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 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.

16. CONTRACT PERIOD:

The contract period will be 1 (one) year from the date to be mentioned in the Letter of Intent and the rates quoted in the tender shall remain firm during the contract period.

Signature of tenderer

The contract period may be further extended upto 2(two) year on mutual agreement, provided always that on modification of the system in the plant, if any, it is deemed necessary by the management to abandon the same at any time and if intimated within 30 (thirty) days notice to the contractor then the contractor cannot claim any damages on account of such abandonment. If a tenderer withdraws or revokes his tender or revises the tender rates for any item within the original or extended period, his earnest money and / or Security Deposit will be forfeited and consequences of the failure and termination as per Clause No.20 will be applicable.

17. WORKING TIME:

The work may continue round the clock at the time of need and the contractor should arrange sufficient labourers to continue the work in three shifts. However no female labourers will be allowed to work after 6.00 P.M., unless specific written permission is obtained.

18. 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 complete work within 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.

19. 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 imposition of such further conditions, as management may consider necessary. The decision of the management in the above matter shall be final and binding on the contractor.

20. FAILURES AND TERMINATION:

Should the contractor 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.

Signature of tenderer

- (b) The employer shall have right to recover from the contractor all consequential losses due to contractor's failure to execute the contract in any amount by which the cost of completing the work by any other agency shall exceed 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 the employment of required labour, 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 up the work executed by the contractor and to get the remaining work completed by another contractor 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 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 IDCOL Ferro Chrome & Alloys Ltd. under the contract or other wise or from his Security deposit.

Besides the above, during execution of the contract job and in case of identification of any fraudulent documents submitted by the tenderer along with the tender by any means / at any circumstances / at any period of the contract, the contract then shall be terminated with the rescission notice to the contractor at his own cost and risk and accordingly the security deposit lying with the Management thereof shall be forfeited without any responsibility and obligation in whatsoever manner.

21. **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 Ferro Chrome & Alloys Ltd. 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

Signature of tenderer

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 factory shall be imposed with the penalty or forfeiture of the contract, or any action at the discretion of management which will be binding to the contractor.

22. **CONTRACTOR TO PROVIDE FACILITIES TO OTHER CONTRACTORS:**

The contractor must note that when more than one contractor's work is continuing in the same area they should provide facility to each other as per direction of the management. The activities of the contractor shall be required to be properly co-ordinated with other contractor and the contractor shall strictly follow the instruction and direction of the management. The contractor shall carry out the contract and control his labour in such a manner so that the working of the factory and its regular employees, or the working of any other contractor or his employees and the safety and security of the working personnel of the factory, its appliances, fittings, fixtures and installations or the discipline is not affected in any manner whatsoever failing which the contractor will have to pay damage as would be decided by the management.

23. **P A Y M E N T:**

The monthly bill shall be raised by the contractor and submitted to the concerned department (after finalization of office Log book calculation) within a week in the subsequent month. Bills should be submitted in quadruplicate. Payment will be made after due verification of the bills.

In case of claim of GST, the GST no. should be mentioned on the relevant page of the bills & xerox copy of deposit challan for the preceding month shall be submitted along with the monthly bill.

24. **EMPLOYER'S LIEN ON ALL AMOUNTS 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 as 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 IDCOL Ferro Chrome & Alloys Limited by the contractor either alone or jointly with another or other contractor or transaction of any nature whatsoever between IDCOL Ferro Chrome & Alloys Limited

Signature of tenderer

and the contractor. And further that IDCOL Ferro Chrome & Alloys Limited 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.

25. **PENALTY FOR PRESSURISATION:**

Any action of the contractor either singularly or jointly with other contractor(s) to pressurize 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.

26. **RETURN OF SECURITY DEPOSIT:**

The security deposit & the additional 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.

27. **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 one month after the conclusion of the work by efflux of time or by failure of termination, as the case may be, which ever 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 a claim there after or raise a dispute in that regard subsequently.

Signature of tenderer

28. 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 endeavours to resolve the matter on an amicable basis. If one party serves formal written notice on the other that a dispute / difference of such a description has arisen and the parties are unable to resolve the dispute within a period of [thirty (30)] days from the service of such notice, then the dispute shall be referred to an Arbitrator for Arbitration of the dispute to be appointed by the parties with their mutual consent.

29. LEGAL JURISDICTION

A legal dispute, if arises, shall be settled within the jurisdiction of Hon'ble High Court of Odisha.

30. FORCE MAJEURE

This tender is subject to force majeure clauses and the performance of the work order / contract either wholly or in part will be governed by the standard force majeure clauses. For any failure of the work order / contract due to public strike, natural calamity, labour unrest, riot etc. and all other causes beyond the control of the management of IDCOL Ferro Chrome & Alloys Ltd, the management shall not be responsible for the same in any manner whatsoever.

Signature of tenderer

SPECIAL TERMS & CONDITIONS

1. 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 Orissa 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 Dispute Act, 1947, the Maternity Benefit Act, 1961 & all other labour laws and rules framed there under and / or the certifications / directions and orders passed by the Government or the appropriate authorities and as amended from time to time. 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.
2. The Contractor shall abide by the terms of settlement / agreement / award signed between the union and the management of contractor establishment.
3. The contractor has to engage the required labours and extend all prevailing facilities those are enjoyed by the contractor workers being engaged under various contractor establishment of IDCOL Ferro Chrome & Alloys Limited.
4. 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.
5. The contractor shall be duty bound and responsible for maintenance of all statutory records, prescribed registers, returns, information

Signature of tenderer

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 contract.

6. 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.
6. (1) Some of the statutory records required to be maintained by the contractor are as follows:
 - (i) Muster Roll.
 - (ii) Register of Wages.
 - (iii) Register of deduction for damage or loss.
 - (iv) Register of fines.
 - (v) Register of advance.
 - (vi) Payment register for any other payment.
 - (vii) Bonus register in Form 'C'.
 - (viii) Leave with wages register.
 - (ix) Wage slip is to be issued by the contractor at the time of each payment etc.
 - (x) Safety appliances issue register.
 - (xi) Register of overtime
6. (2) Some of the statutory dues that are payable by the contractor to his workmen among others are as follows
 - (i) Wages and allowances
 - (ii) Overtime Wages
 - (iii) Leave with Wages
 - (iv) Bonus
 - (v) Holidays Wages
 - (vi) Settlement Benefits
 - (vii) Picnic Aid.

Signature of tenderer

- 7. CONTRACT LABOUR (REGULATION & ABOLITION ACT, 1970)**
The contractor having valid labour licence under contract labour (R & A) Act, 1970 and the rules framed there under shall only be eligible to submit tender papers. Renewed upto date labour licence shall be submitted by the contractor for verification as and when required by the company.
- A. The contractor shall be responsible for maintenance of all statutory registers and records. The contractor shall also submit all annual and half-yearly returns as required under various Acts.
- B. The contractor is liable to provide first-aid facilities to the workers engaged by him at the work spot. In case of any accident or bodily injury, it is the responsibility of the contractor to arrange vehicle to shift the injured contract labour to the ESI Hospital / Govt. Hospital and the contractor or his representative shall accompany him at the time of treatment at Hospital.
- 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. The contractor has to issue all notices under the Acts. All pending dues must be paid within second day of termination of contract to the contract labour.
- E. The contractor has to issue the following to his labourers:
- (i) Service Certificate
 - (ii) Employment Card
 - (iii) Wages Slip
 - (iv) Notice of periods of work
 - (v) Identity Card
 - (vi) Gate Pass-cum-Attendance Card
 - (vii) Notice of payment etc.
8. The contractor shall be liable for payment of bonus to all his eligible labours under the payment of Bonus Act & the payment of Bonus (Amendment) Act- 2015 as per profit & loss account of his establishment subject to a minimum bonus of 8.33% (Eight point three three percent).

Signature of tenderer

The bonus shall be disbursed before Durga Puja within the time limit prescribed under Act.

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

- (i) Register for computation of allocable surplus in Form No. A.
- (ii) Register showing set on & set off of allocable surplus in Form No.8.
- (iii) Register of payment of bonus in Form No. C.
- (iv) Audited balance sheet for the concerned accounting years.

9. E.S.I.

- a) The contractor has to enroll all his workmen under E.S.I. before his workmen are allowed entry into the plant. The contractor has to bear the employer share of ESI contribution and shall deposit both the employer share & employee's share as per the payment register and subsequent advice to Accounts Dept. by HRD Dept. before 10th of each month.
- b) The contractor shall have to report all accidents occurring to his labourers to the ESI authorities, Director of Factories, 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 Sec. of the company.
- d) If the contractor defaults 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

Signature of tenderer

the contractor's bills with interest as applicable. Further the contractor shall be liable for any fine or penalty imposed by the Management / ESI authorization on this account, which shall also be deducted from his bills/security deposit.

- e) The declaration form is to be filled up by the contractor's labours and the contractor & submitted to the ESI Section.

10. PROVIDENT FUND:

- a) The contractor has to enroll all his workmen under Provident Fund. He has to bear the employer share of Provident Fund contribution along with inspection charges, EDLI charges, Administrative charges, Inspection charges as applicable under the Act. He has to deposit the said amount along with employee's share of contribution in our Accounts Dept. before 10th of each month positively as per the payment register and subsequent advice to Finance Dept. by HRD Dept.
- b) On failure to deposit ESI and PF contribution within the prescribed time limit, the contractor shall have 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 his running bill(s) / Security deposit / any other dues that are payable to the contractor, for compliance of statutory provisions. The contractor shall have no objections for such deduction.
- c) The contractor has to abide by the rules of P.F. Act and rules. 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 the company for onward transmission to the Provident Fund Commissioner.
- d) Any non-compliance on this score and/or penalty imposed under the P.F. Act and rules, the contractor shall be solely responsible for the same and under no circumstances, the company i.e. the Principal Employer is made liable in any manner including payment thereof.

- 11. The contractor shall be liable to comply with the provisions of the Factories Act, 1948 and the rules framed there under and shall be liable to maintain all the required registers, records, return information and or statements etc

Signature of tenderer

as required under the Act and he shall furnish the same from time to time to the company and also to the appropriate authorities of the Govt. The contractor has to pay the annual leave with wages. An amount equivalent to 5% of gross monthly wages of contractor's labourers will be deducted from his monthly bills and shall be retained with the management without any accusation of interest. This will be reimbursed to the contractor on production of necessary documents in support of disbursement of wages in lieu of annual leave.

The following registers along with other registers are to be maintained by the contractor under the Act.

- i) Register of compensatory holiday in Form No.9
- ii) Register of Adult Worker in Form No.12.
- iii) Register of leave with wages in Form No.15.
- iv) Health Register in Form No.16.
- v) Certificate of fitness in Form No.30.

12. **SAFETY:**

- i) Health and safety being the prime responsibility of the contractor for the workmen employed by him, he must provide safety appliances to his workmen specified in the enclosed sheet. He must maintain a Register showing the details of issue of the Safety appliances to his work men.

The contractor must ensure that none of his workmen should enter the plant without prescribed safety appliances as specified in the enclosed sheet. In case, any deviation observed the concerned workman shall be provided with prescribed safety appliances by IFCAL and the cost of which shall be recovered from the concerned contractor's bills, without taking any consent from the contractor or the workmen shall be refused for entry to plant at the entire discretion of IFCAL depending upon importance of the job.

- ii) The contractor shall have to pay Rs. 8.00 per day of attendance to each of his labour towards Banana and Molasses.

Signature of tenderer

13. The contractor shall have to make payment to the labourers for all the National Holidays, Festival Holidays, May Day and other festival holidays as declared by IDCOL Ferro Chrome & Alloys Ltd. from time to time. Holidays declared by the Government on account of election of Loksabha, State Legislative Assembly, Gram Panchayat Election and Municipality / NAC shall also be declared as Holiday & the contractor will 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, the same shall be applicable to the contractor establishment also and the contractor shall declare the said holidays as paid holiday and he shall make payment to his labourers the wages / extra wages during the same month.
14. The contractor shall be liable to comply with the provisions of the payment of Wages Act, Minimum Wages Act and rules framed there under 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 departments 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 there from.
15. 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.
16. **REVISION OF MINIMUM WAGE:**
The contractor is liable to pay the minimum wages in vogue for the unskilled contractor labour working in IFCAL (i.e. Rs.278.50 & VDA) 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 following formula will be followed for revising the contract rate as given next page.

Signature of tenderer

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

Where,

W = Previous minimum labour wages of Unskilled labour inclusive of ESI, PF, Administrative charges of PF, Inspection charges of PF, EDLI of PF, Bonus, Leave, National/Festival holiday wages & Income tax.

$W_1 = W +$ Enhanced wages inclusive of ESI, P.F, Administrative charges of PF, Inspection charges of PF, EDLI of PF, Bonus, Leave, National/Festival holiday wages & Income tax.

R = Previous contract rate per MT.

$R_1 =$ Revised contract rate per MT.

The contractor shall fix wage period in respect of which wages shall be payable. All payment of wages and other dues shall be made on a working day at the place specified by the management during working hours in presence of authorized representative of the management. 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 shall be liable for all consequences arising there from and penalty or fine as deemed fit shall be imposed.

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.

17. The contractor has to pay Washing allowance @ Rs. 3.15 per day, Conveyance allowance @ Rs. 3.00 per day and other and miscellaneous allowance @ Rs. 1.50 per day to each of his labour for each day of their physical attendance. The amount paid on account of this including the employer's share towards ESI contribution will be borne by the contractor and the same will not be borne by the management.

Further, the contractor has to pay an amount of Rs. 1,200/- (Rupees One thousand two hundred) only towards dress allowance per annum to each of his labour who puts in 30 days of work in the previous year. The amount paid towards dress will be paid by the contractor and no reimbursement will be made on this account. The amount towards dress will be totally borne by the contractor.

Signature of tenderer

18. a) Before execution of work, the contractor shall issue monthly pass-cum-attendance card for each of his workmen and authorized representatives / supervisor duly signed by the contractor and company authorized officials.
- b) The contractor shall provide Identity Card to each workman. The contractor will have to obtain declaration form from HRD Dept. regarding PF/ESI Act and he should ensure that the same are filled in and signed by both the contractor and his labourers. Such forms along with gate pass-cum-attendance card are to be submitted in HRD Dept with a request letter to issue gate pass-cum-attendance card prior to their actual engagement in the work.
- He shall have to produce adult register for cross verification before issue of gate pass-cum-attendance card. Such gate pass-cum-attendance cards duly filled in should be submitted in the HRD Dept before 20th of each month for issue of gate pass-cum-attendance card and for use during the next month.
- c) 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/PF to Bill Section by 10th of each month after the statement is duly certified by the Time Office. Basing on the such statement and payment register PF/ESI dues shall be calculated in Bill Section and accordingly, Accounts Dept will be advised to receive the payment from the contractor towards the above dues and the contractor shall have to deposit the said dues by 10th of each month.
- d) Before disbursement of any dues payable to workmen, the contractor has to produce payment register in Time Office for cross verification at least before one week of such disbursement.
- e) The contractor shall be solely responsible for any illegal strike or any such action of his labours.
- f) 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.

Signature of tenderer

- g) Under no circumstances, the contractor should resort to under employment in any case, if there is sufficient work.
 - h) The contractor should not engage on any day more workers than the licenced capacity.
 - i) The contractor shall have to produce original labour licence in HRD Dept before execution of work, which shall be kept in the department as record and returned back on completion of the period of tender. However, for renewal of licence, the contractor may obtain the same from HRD Dept. with a request letter & immediately after such renewal, the same shall be re-deposited and receipt obtained thereof.
 - j) Immediately after completion of the contract period, the contractor has to issue notice informing his labourers to collect their final dues if any, from him with copies of such notices being endorsed to HRD Dept. After paying all terminal dues to his workers, the contractor should deposit all registers, payment sheets etc. in HRD Dept. before applying for release of Security deposit.
 - k) No bill of the contractor shall be passed without taking clearance from the HRD Dept.
 - l) In case it is deemed necessary that female labours are required to be engaged during the period from 6.00 P.M. to 10.00 P.M. then it shall be the duty of the contractor to obtain permission from the concerned Statutory Authority under Govt. of Orissa. He has to submit an undertaking to the effect that he will take the responsibility of the female contractor labours for their security and safety during the period from 6.00 P.M. to 10.00 P.M. and also till they return back to their houses after the end of the work everyday safely.
 - m) The contractor shall carry out the job on time rate basis only.
 - n) No advance in whatsoever from either from the running bills / security deposit shall be paid to the contractor for any purposes relating to any payment to his workmen.
19. For receiving any payment from the company, the contractor has to take a clearance from the HRD Dept. and the concerned department of the Plant. If there is any outstanding on any account, the same would be indicated in the Clearance Certificate so as to enable the Finance Dept. to make necessary deductions thereof.
20. The contractor shall certify in each of his bill that the wages fixed by Government 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.

Signature of tenderer

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.

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

21. In case the contractor engages 100 persons or more on any day he shall be required to get a standing order duly certified by the appropriate authority under the Industrial Employment Standing Orders Act and till such time Model Standing Orders will be in force.
22. a) The contractor shall issue his own attendance cards-cum-gate pass to his workers each month under his name through a printed form duly approved by the HRD Department. Only after the Time Office / ESI Section is satisfied that all compliance have been duly observed they would affix their signature on the gate pass countersigned by the Security Dept. which only would entitle the contractor labours for entry into the factory premises and the contractor labours shall be liable to produce such cards for inspection and checking in the course of work inside the factory and incase if anybody is found without such a valid gate pass, the Time Office/Security Staff shall have the absolute right to remove such persons:-
 - (i) Out of the gate and report to the management for appropriate action against the concerned contractor.
 - (ii) And/or to issue a duplicate gate pass, the cost of, which shall be recoverable from the bills of the contractor concerned along with such penalties/damages that will be assessed appropriate by the management.
- b) The attendance card is to be dropped by the contractor workers in Time Office or any other suitable place that may be marked for the purpose by the company for recording of attendance. Such cards collected are to be sorted out by the contractor and after marking attendance in the attendance card and the register, the cards should be handed over to Time Office for verification and necessary action. The attendance recorded in Time Office shall deem to be final in all respect for making payment etc.
- c) The contractor shall thereafter collect the attendance cards from the Time Office and distribute the same to his labourers at the work spot.
- d) The 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 shift.

Signature of tenderer

- e) In case of dispute regarding attendance of a particular labour the attendance recorded in Time Office shall be final and binding on the contractor.
 - f) In the event of termination of service/resignation/voluntary abandonment of duties by any labour, the contractor shall surrender the gate pass of such labour in Time Office and will make necessary entries in the attendance register/adult register and intimate HRD Dept./concerned department also. In such cases, the contractor has to pay the terminal dues to such labours as per rules.
23. 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.
 24. 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.
 25. The management reserves the absolute right to terminate the contract at any time without any notice or assigning any reason thereof. In such event all statutory terminal dues are to be paid by the contractor.
 26. The contractor and his workmen are to abide by prevailing factory discipline. The contractor and his workers should not misbehave any of the officer/employee of the company on any occasion inside / outside the plant 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 HRD Dept. and / or by any authorized personnel.
 27. 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.

Signature of tenderer

28. The aforesaid special terms and conditions shall be deemed to be a part of contract 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.
29. The contractor shall not terminate the services of a workman who has been in his employment without the permission of the management and without following the provision of law under the Industrial Disputes Act-1947 and Contract Labour (Regulation & Abolition) Act-1970.
30. Chapter V-A and V-B of the Industrial Disputes Act-1947 regulating lay-off and retrenchments shall apply to contractor's establishment.
31. In case the contractor intends to close down his establishment for any reason whatsoever, every workman who has been in continuous service for not less than one year immediately before such closure shall be entitled to notice in prescribed manner and a copy of such notice shall also be served simultaneously on the representative of the workmen and payment of compensation which shall be equivalent to fifteen days average wage for every completed year of continuous service or any part thereof in excess of six months. Management under no circumstances whatsoever shall take any financial liability on this head for payment of statutory dues to the workmen of the contractor. The contractor has to issue notice in the prescribed manner and shall be liable to pay compensation to all his eligible labourers as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970 and Industrial Disputes Act-1947 and rules made there under.

Signature of Tenderer

PRESCRIBED SAFETY APPLIANCES FOR CONTRACT JOBS OF PRODUCTION DEPARTMENT

Sl. No.	Name of the Safety Appliances	For Male Workmen	For Female Workmen
		Specification of Safety Appliances	Specification of Safety Appliances
1.	LEATHER SHOES	Industrial Safety Leather Shoe conforming to IS - 578/71 & IS – 5052	Black Leather Ladies Shoes 'BATA' make Ballerina Product Code No.411-6151.
2.	HELMET	White colour (concord make) F R P safety helmet for Industrial use conforming to IS – 2925 & DGMS approved.	Not required
3.	NOSE MASK	Cotton Nose Mask	Cotton Nose Mask
4.	HAND GLOVES	Leather-cum-Canvas with good quality natural chrome leather make	Leather-cum-Canvas with good quality natural chrome leather make
5.	SAFETY GOGGLES	Leather cup goggles with elastic head band and with lances	Leather cup goggles with elastic head band and with lances
6.	LEG GUARD	Spiral / chrome leather make (for manual breaking of lumpy materials)	Not required.

N.B: -

- ❖ Safety appliances mentioned in Sl. No. 1 & 4 above must be provided to all labourers.
- ❖ At Sl. No. 2 shall be provided to all male labourers.
- ❖ At Sl. No. 3 shall be provided to all labourers excepting the labourers of slag transportation job.
- ❖ At Sl. No. 5 & 6 shall only be provided to the labourers conforming to nature of their jobs as would be decided by the management.

Signature of tenderer

DATE:

28 A
IDCOL FERRO CHROME & ALLOYS LIMITED
JAJPUR ROAD

ANNEXURE – ‘A’

The rate of wages and related charges are given below for engagement of Unskilled, Semiskilled, Skilled, High Skilled category labour prevailing as on date in IDCOL Ferro Chrome & Alloys Ltd, Jajpur Road.

Sl. No	Description	Un-skilled (Rs)	Semi Skilled (Rs)	Skilled (Rs)	High Skilled (Rs)
1	Minimum Wages	345.00	385.00	435.00	495.00
2	Employer share of Provident Fund @ 12% of wages	41.40	46.20	52.20	59.40
3	Administrative charges of Provident Fund @ 0.5% of wages	1.72	1.92	2.17	2.47
4	EDLI of P.F @ 0.5% of wages	1.72	1.92	2.17	2.47
5	Employers share of contribution @3.25% on wages & allowance	11.72	13.02	14.64	16.59
6.	Bonus @ 8.33% subject to calculation under the payment of Bonus Act 1965	19.17	19.17	19.17	19.17
7	Conveyance Allowance per day	3.00	3.00	3.00	3.00
8	Washing Allowance per day	3.15	3.15	3.15	3.15
9	Other Allowance per day	1.50	1.50	1.50	1.50
10	Molasses and banana per day	8.00	8.00	8.00	8.00
11	Safety appliances per day	2.00	2.00	2.00	2.00
12	Picnic allowance per day	0.16	0.16	0.16	0.16
13	Leave wages @ 5% of wages	17.25	19.25	21.75	24.75
14	National and Festival holiday wages @ 2% of wages	6.90	7.70	8.70	9.90
15	Retrenchment benefit @ 4.81% of wages	16.59	18.51	20.92	23.80
16	Income Tax @ 1% of wages	3.45	3.85	4.35	4.59
17	Cost of dress per day	3.28	3.28	3.28	3.28
	Total	486.01	537.63	602.16	679.59

Signature of tenderer

TECHNICAL BID

FOR

**FINISHED PRODUCTS PACKING & LOADING TO
TRUCKS FOR OTHER MEANS OF TRANSPORTATION**

Signature of the tenderer

NATURE & DESCRIPTION OF THE JOB

FINISHED PRODUCT PACKING & LOADING TO TRUCKS OR OTHER MEANS OF TRANSPORTATION

- 1) Intended tenderers are requested to observe the procedure for packing, weighing and loading of Ferro Chrome and accordingly offer their rates in the price bid format. Once the tender documents are submitted by the tenderer, it will be construed that the tenderer is well versed with the process of packing and loading of finished products and accordingly offered their rates. No complaint on this accord at a later date shall be entertained by IFCAL.
- 2) The contractor shall draw the packing materials from stores strictly adhering to stores procedure and directive, clean them properly as per the instruction of the management.
- 3) The contractor shall be fully responsible for proper utilization of packing materials of which, the use should be made as per the instruction of the management. At the end of each month, the same should be reconciled and in case it is observed that the contractor has drawn more number of packing materials than the requisite quantity of use as instructed by the management, the cost of such un accounted for excess packing materials drawn by the contractor shall be recovered by the management from his bill.
- 4) After properly cleaning & doubling the packing materials wherever required, the finished products are to be packed by the contractor on the loading Platform / Roller Conveyer Platform near Work Shop or at the indicated places.
- 5) Loaded bags shall be weighed in the weighing machine upto the weight as directed by the management which might vary from consignment to consignment towards which the contractor shall not claim any extra payment.
- 6) After weighment of loaded bags, it should be sealed/stitched/shifted and stacked separately as directed by the management. In case of finished products packed in bags, the contractor has to double stitch the loaded bags by machine (where it is specifically instructed by the management written or verbal) except power, which is to be supplied by the management. In other case the contractor shall do manual stitching the loaded bags. The contractor has to provide all requisite materials such as stitching machine, needles, thread, wire & lead seal etc. required for the purpose of stitching and sealing the loaded bags

Signature of the Tenderer

- 7) After completion of packing finished product, the contractor has to brand the bags, with paint to be provided by him as per the directive of management and to affix the bags with the identification labels, to be provided by the management.
Also it is obligatory that the paper tags are to be kept inside the packed bags by the contractor before stitching / sealing the bags.
- 8) The packed bags are to be stacked prior to loading in batch wise as to be directed the management.
- 9) In case the packed bags before loading to trucks got drenched by any reason, it is the duty and responsibility of the contractor to get the bags dry as per instruction of the HOD / HOS Traffic & load that packed bags in to the trucks etc.
- 10) The trucks / trailers from 4 wheelers to 22 wheelers shall be placed at the loading point during any time round the clock and the contractor must load the trucks - trailers or other means of transportation with the packed, sealed or stitched bags upto the weight as to be directed by the management.
- 11) A register shall be maintained, for recording the time of placement, time of completion and other details, where the representative of contractor and management must sign. The contractor is required to complete the loading of finished product into trucks or other means of transportation within one hour from the time of placement failing which the demurrage charges as to be levied upon the management shall be recovered from the contractor.
- 12) If required, the contractor shall have to blend the materials while loading from different stacks as per the directive of the management for which no extra charge shall be paid by the management. The contractor shall load the packed gunny bags (50 Kg.) / Jumbo bags (500 Kgs./ 1000 Kgs.) into the lorries placed, at his own arrangement, risk & cost.
- 13) After completion of loading of packed materials into trucks and final adjustment of weight of the trucks/other means of transportation at weight bridge, the left over materials must be returned back to the stack from where packing of finished product was made. The contractor must ensure the proper loading of finished product in all respect, failing which, the loss as encumbered on the management, shall be recovered from the contractor.

Signature of the Tenderer

- 14) All the jobs mentioned in the Price bid do not mean to be given for execution by the management. Only such jobs which are necessary to be executed according to the customer requirement and prevailing circumstances shall be directed by the management to the contractor from time to time. Under no circumstances, the contractor should claim any compensation on this account.
- 15) All the tools, tackles, safety appliances and other materials required for the execution of this contract, other than such things to be provided by the management as specified in the tender documents, has to be provided by the contractor at his own cost.
- 16) The contractor shall contact HOD marketing & HOS Traffic every day in the after noon for taking the programme for the next day.
- 17) The contractor cannot deny to pack-up & load a minimum quantity of 32 MT. and maximum quantity of 200 MT. of finished product in a day as per requirement of the company. In case of failure to load to the Lorries, the detention charges if any claimed by the transporter/customer shall be to the a/c of the Contractor and the amount shall be debited from his bill without any notice.
- 18) The contractor has to declare that, he/his supervisor/labourer shall not indulge themselves in collection of mamuli/tips of any nature from the transporter/truck driver/supplier/customer during execution of the work of loading/unloading and also shall not cause any delay in executing the work under any plea. The declaration to this effect as per attached **Annexure-I** is to be duly signed and submitted by the bidder as a token of acceptance of the above terms.
- 19) Supply of 2 nos. trend labours for operation of weighbridge as and when required by providing minimum wages of IDCOL Ferro Chrome & Alloys Ltd. The labours to be supplied have experience in plant weighbridge operation & they have sufficient knowledge to operate computer. They must produce their HSC pass certificate.
- 20) The eligibility of performing the job by the contractor labour will be certified by the Tender Committee as well as Department. Nonperforming labours will not be allowed to continue at the site.

Signature of the Tenderer

FORMAT FOR GIVING DETAILS OF THE TENDERER/BIDDER

- | | | | |
|-----|---|--|-----|
| 1. | Name of the Tenderer & Full address: Telephone Number
(Land Line & Mobile), Fax, E-mail, Voter ID etc. | Name:
P.O:
Village/House:
P.S:
Dist:
Pin:
Tel / Mob: | |
| 2. | Father's Name of the Tenderer
(in case the Tenderer is an individual) | : | |
| 3. | Details of valid Labour Licence of the Tenderer for 20 Nos.
of labourers.
(Xerox copy of the valid Labour Licence to be enclosed) | : | |
| 4. | GST registration certificate issued by the Authorities.
(Xerox copy of the certificate to be enclosed) | : | |
| 5. | PAN issued by the Income Tax Authorities.
(Xerox copy of the certificate to be enclosed) | : | |
| 6. | EPF Registration & Code no. | : | |
| 7. | ESI Registration & Code no. | : | |
| 8. | Legal status of the Tenderer
(In case of the Firm)
(Attested copies of Memorandum & Articles of Association
or deed as the case may be to be enclosed) | : | |
| 9. | Name of the Managing Director / each partner / individual
as the case may be. | : | |
| 10. | EMD details: | : | |
| 11. | In Figure:
In Words:
D.D / Bankers Cheque No.:
Name of the Bank:
Date: | : | |
| 12. | Cost of tender paper details | Ch.No. | Dt. |

N.B: All the certificates enclosed should be duly signed by the tenderer.

Signature of tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED
JAJPUR ROAD, JAJPUR

Eligibility criteria to qualify the Technical Bid

(Documentary evidence to be attached)

	<u>Name of the item</u>		<u>Eligibility</u>	
(a)	EMD deposit as per tender	Rs. 80,000/-	Yes	No
(b)	Cost of tender paper	Rs. 590/-	Yes	No
(c)	GST registration certificate issued by the authorities. (Xerox copy of the certificate to be enclosed).	-	Yes	No
(d)	PAN	-	Yes	No
(e)	Valid Labour Licence of the tenderer / bidder	99 Nos.	Yes	No
(f)	Legal status of tender/bidder (Incase of the firm) (Attested copies of Memorandum & Article of Association or deed as the case may be)	-	Yes	No
(g)	Whether the bidder has ever failed in executing any contract job within the contract period in IFCAL (last 5 years i.e. 14 -15,15-16,16-17, 17 -18 & 18 - 19)	-	Yes	No
(h)	Proof of EPF code no.	-	Yes	No
(i)	Proof of ESI code no.		Yes	No

Certificate to be given by the Tenderer/Bidder:

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

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

I / we also authorize IFCAL to forfeit my earnest money and cancel the work order at any stage in case I / we fail to take up the job in accordance with the terms & conditions agreed.

Signature of the tenderer

ANNEXURE-I

DECLARATION

I/We after going through all the terms and conditions of the Tender for the job of Finished Product Packing & Loading to trucks or other means of transportation and after participating in the tendering process do hereby undertake and declare that in course of the activities of the tendered job, I/we shall not indulge myself/ourselves for collecting any mamuli / tips from the transporters, truck driver, suppliers and customers during loading and unloading materials for the above said job not I/we shall make/cause any delay in loading/unloading of the materials for smooth execution of the job.

In case of any indulgence on the part of myself/ourselves/supervisor/labourers in demanding mamuli / tips, the management shall be at liberty to cancel the tender work awarded in my/our favour and I/we shall have no legal right to challenge the said cancellation order of the management before any competent authority/court.

Signature of tenderer

IDCOLFERROCHROME & ALLOYS LIMITED
FORMAT FOR SUBMITTING PRICE BID

TENDER CALL NOTICE NO.IFCAL/ 1120 Dated: 07.09.2019

Name of the Tender / Bidder

Period of contract	Sl. No.	Name of the work	Rate to be quoted /MT of finished product loaded (Rs./MT) (in figures & words)
One year commencing from the date to be intimated through LOI	1.	Drawing gunny bags (50 kg. capacity) from stores, shifting to loading site, packing of finished goods in bags, manual stitching of bags, loading to trucks or other means of transportation, weighment adjustment at our weighbridge.	
	2.	Drawing Jumbo bags 1000 kg / 500 kg capacity from stores, shifting to loading site, packing of finished products in bags, sealing the bags with wire & lead seals, loading the packed & sealed bags into trucks by own arrangement & weighment adjustment at weighbridge etc.	1.1 x Quoted rate of Sl. No. 1
	3.	Supply of 2 nos. of trained labours in our plant for operation of weighbridge as and when required by providing wages of IDCOL Ferro Chrome & Alloys Ltd. must produce their HSC pass Certificate.	Rate in Rs. / per person / day

N.B: GST if applicable to be paid extra as per the rule.

Signature of Tenderer