

IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly Owned Subsidiary of IDCOL)

(A Govt. of Odisha Undertaking)

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

“TENDER DOCUMENT FOR BIDDING”

FOR THE JOB

“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, SERPENTANITE, QUARTZITE, OVER SIZE COKE, MAGNESITE ETC.) & COKE FROM SCREEN STATION, OPERATION OF ORE DRYER, CHROME ORE BRIQUETTING & CHROME ORE SCREENING”

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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 reasons 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 : "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, SERPENTANITE, QUARTZITE, OVER SIZE COKE, MAGNESITE ETC.) & COKE FROM SCREEN STATION, OPERATION OF ORE DRYER, CHROME ORE BRIQUETTING & CHROME ORE SCREENING"
2. Nature & description of work : As given in page No. 31 - 40
3. Contract Period : Two years 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 : 10.00 AM. on Dt. 23.09. 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. 2,50,000/-
In words - Rupees Two Lakhs Fifty thousand only.
11. Number of labourers for which labour licence is required. : 99 Nos.
12. Total nos. of sheets of tender document. : 0 to 49

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 32 to 42).
- 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 43 to 49). 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 original labour 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(a) and 2 (a) in the format for submitting Price Bid and the lowest rate arrived by applying the formula, $\frac{2}{3} \times \text{rate quoted in 1 (a)} + \frac{1}{3} \times \text{rate quoted in 2 (a)}$ will be eligible 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 2 (two) years 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. However, the management may further extend the contract period for a minimum period of three months at its discretion in the same rate, terms & conditions, which shall be intimated

Signature of tenderer

to the contractor in writing. The contract period may be further extended upto 1(one) 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 IFICAL 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 coordinated 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 &erox 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 number of labours and extend all prevailing facilities those are applicable to 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

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).

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The bonus shall be disbursed by the contractor to his eligible labours before Durga Puja within the time limit as 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. **THE E.P.F & M.P. ACT.1952**

The contractor has to enroll all his workmen under the EPF & MP Act and Scheme. The contractor has to abide by the provisions under the above act and Scheme and has to deposit the employee's share and employer's share together with other charges as applicable towards the monthly contribution before the EPF authorities concerned within the stipulated date under his proper code number and furnish the statutory returns, maintain the required records. Any non-compliance on this score and/or penalty imposed by the EPF authorities, the contractor shall be solely responsible for the same and under no circumstances, the Management as the Principal employer is made liable in any manner including payment thereof. However, if the contractor fails to deposit the EPF contributions within the stipulated date, the Management as Principal employer shall have the right to recover such amount as may be claimed by the EPF authorities, from the contractor's running bill/ security deposit/ any other dues that are payable to the contractor for compliance of the statutory provisions and the contractor shall have no objection for such recovery.

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10. **THE E.S.I. Act :**

The contractor has to abide by all the provisions under the above Act and enroll all his workmen under the ESI Scheme before his workmen are allowed entry in to the plant. The contractor shall have to deposit both the employer's share and employee's share of contribution within the stipulated before the authority concerned. The contractor shall have to maintain the required records and report all accidents occurring to his workmen to the ESI authorities, the Inspector of Factories on the day of occurrence of the accident with a copy to the Time Office and Safety Officer of the Management. If the contractor defaults in any manner to comply with the provisions under the ESI Act & regulations and on that score if the management as a Principal employer is made liable, all such amount as may be claimed shall be recovered from the contractor's bill for necessary statutory compliance and the contractor shall have no objection for such recovery.

11. (A) The contractor shall comply with the provisions of the Payment of wages Act, 1936; Minimum Wages Act, 1948; workman's Compensation Act, 1923; Industrial Disputes Act, 1947; Employees Provident Fund Act, 1952; Contract Labour (Regulation & Abolition) Act, 1970; Payment of Bonus Act, 1965 as amended up to date, ESI Act, 1948, Factory Act, 1948, or any other act and rules that are in force and may come in to force from time to time. The In-charge, FPH or his authorized representative shall have the rights to verify any or all records as required to be maintained under above laws and the contractor shall have to produce them for the said purpose. A certificate in support of compliance of the above laws is to be submitted by the contractor to In-charge, FPH every month along with the bill failing which the bill for the previous month will not be paid. Further the contractor will submit the Xerox copy of the receipted challan in support of deposition of ESI, PF, & GST in respect of the previous month along with the monthly bill.

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- (B) The In-charge, FPH shall on a report having made by supervisor as defined in Contract Labour (regulation & abolition) act, 1970 or any other authority have the power to deduct from the payment due to the contractor any sum required or estimated to be required for making good the loss suffered by the worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wage which are not justified by the terms of the Contract or non-observance of the said regulations.

12. **S A F E T Y:**

- 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.

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13. The contractor shall have to make payment to the labourers for all the National & 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. at present Rs. 345.00 per day) 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.

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

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 through bank and the pay slip will be given to each labour prior to remittance of wages amount on their proper account of the respective bank. 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 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.

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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) 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.
- c) 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.
- d) The contractor shall be solely responsible for any illegal strike or any such action of his labours.
- e) 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.

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- f) Under no circumstances, the contractor should resort to under employment in any case, if there is sufficient work.
 - g) The contractor should not engage on any day more workers than the licenced capacity.
 - h) The contractor shall have to produce the copy of valid labour licence in HRD Dept before execution of work.
 - i) 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.
 - j) No bill of the contractor shall be passed without taking clearance from the HRD Dept.
 - k) 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 Odisha. 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.
 - l) The contractor shall carry out the job on time rate basis only.
 - m) No advance in whatsoever form 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.

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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.

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 & report to the management for appropriate action against the concerned contractor.

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- 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. Such cards are to be collected and sorted out by the contractor and after marking attendance in the attendance card and the register, the cards along with the attendance register should be handed over to Time Office for verification and necessary action. The attendance recorded in Time Office shall be deemed to be final in all respects 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.
 - e) In case of dispute regarding attendance of a particular labourer 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 labourer, the contractor shall surrender the gate pass of such labourer 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 labourers 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 labourer 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 therefrom.
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.

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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.
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 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

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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.

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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.

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TECHNICAL BID

FOR

“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, SERPENTANITE, QUARTZITE, OVER SIZE COKE, MAGNESITE ETC.) & COKE FROM SCREEN STATION, OPERATION OF ORE DRYER, CHROME ORE BRIQUETTING & CHROME ORE SCREENING”

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“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, SERPENTANITE, QUARTZITE, OVER SIZE COKE, MAGNESITE ETC.) & COKE FROM SCREEN STATION, OPERATION OF ORE DRYER AND CHROME ORE BRIQUETTING & CHROME ORE SCREENING”

1) NATURE AND DESCRIPTION OF THE JOB.

This Tender consists of 05(five) numbers different jobs, the details of which is enumerated below as A,B,C,D & E.

A. (a) Loading of Raw materials to the Raw material handling system.

- i) The raw materials in any condition and of any grade which are described in the schedule to tender are to be loaded from the stock yards to the conveyor belt Nos. 101 & 119 of the Raw material handling system / Hopper provided on the belt No. 105 under daily bins and in its extension chute in the sinter shed.
- ii) All the raw materials will be available in stock yard from where loading will be done. The path for the loading should be clear & approachable from the belt line. As per the convenience, contractor shall have to load the raw materials from any of the conveyor belts mentioned above for loading of the same to the screen station either via daily bins at the raw material yard or directly through 105 belt so as to meet the consumption requirement of both furnaces on daily basis. **Rate quotation for loading of any raw material as mentioned in the ‘Price bid format’ for any of the belts 101/105/119 shall be one rate and bidders are requested to quote their rates accordingly.** In case of exigency, contractor shall have to shift raw materials to the furnace floor (5.8 Mtr. floor) by head load as per the requirement of the in-charge furnace/furnace section.
- iii) The contractor should ensure to feed the required quantities of raw materials from any distance to the belt as stipulated in the schedule to tender. The work is to be continued round the clock and sufficient raw-material should be available for three shifts furnace operation.
- iv) Intimation for loading of raw materials shall be collected by the contractor or his authorized supervisor etc. well in advance from the Raw material department daily and the contractor should always be in readiness to carryout the work as and when required. In case of failure the management will do the work by some other agency and the extra cost will be debited to his accounts.
- v) Chrome Briquette shall be loaded manually by engaging labours.

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- vi) In case of any power failure, the contractor has to wait for at least 30 mins. For resumption of power supply either from NESCO or from our Generator. In no case, the contractor should create any disturbance in the section for resumption of power prior to 30 minutes.
- vii) The contractor shall have to make arrangement for cleaning the jams in the chutes and under the belts from the loading chutes up to daily bins in course of loading (belt No. 101 & 119). In case of loading in 101 belt, over size lumpy/friable sorting work will be perform by the contractor labour.
- viii) During rainy season / rains, movement of the conveyor belt may get hampered due to slip of belt near the roller drums and in that case, contractor has to engage labourers to clean the jam on the belts to bring the same to running condition for feeding of Raw materials. In that case necessary co-operation may be provided by the management.
- ix) It is the responsibility of the contractor to see that no materials fall from the belts on the ground upto daily bin and in the event of any such materials falling has to be reloaded by the contractor immediately as directed by the management for which no extra payment will be made.
- x) The contractor shall have to engage his labourers to sort out the oversized material available in the stack while loading to the belt 101, so that no oversized materials are to be loaded and conveyer belt is not to be damaged.
- xi) The contractor should take proper care while loading of raw materials into the conveyor belt, so that there will be no damage to the conveyor belt. If any damage or loss to the belt or chutes happened in course of loading, the cost of the same will be realized from any of his amount lying with management.
- xii) Everyday contractor should ensure to clean under the belts (101, 119 & 105) in top priority basis. Contractor should load Chrome-Ore in various belts like 101(near RM shed), 119 belt (briquette shed) & 105(sinter-shed) as per instruction of RM In-Charge.
- xiii) In case of emergency, the Management may provide loader for loading of raw-materials on payment basis (Rs. 1000/- per hour on prorata base) subject to availability of loader. The above engagement of loader is solely at the discretion of the Management and no claim from the contractor for such engagement will be entertained. The record for such engagement will be maintained at RMH Section with a signature from our Security staff. The bill for such engagement will be deducted from the running bills of the contractor.

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B) **Manual Breaking of Lumpy Chrome Ore, Machine crushing of Coke.**

- (i) Lumpy Chrome ore having size more than 50 mm. either High Grade or Low Grade ore received from captive mines or any other source shall be offered to the contractor for its manual breaking by his labours with own cost at the time of loading. If any over sized materials are found after breaking, the same has to be broken again otherwise no payment shall be made for the quantity of unbroken material.

IV) **MACHINE CRUSHING OF COKE:**

IFCAL shall supply the oversized coke for its crushing to our required size by utilizing our Coke Crusher/Cutter and the sized coke shall be accepted after its screen test. The oversize coke shall match with weighed quantity of crush coke with a tolerance limit of $\pm 5\%$. The contractor shall operate coke crusher after accumulation of oversized coke to the tune of 10 to 50 MTs. & as per the instruction of the site in-charge.

WEIGHMENT:

Receipt weight as recorded in our Plant Road Weighbridge shall be the basis for billing and payment.

C) (I) **Screen Station Jam Cleaning:**

The job screen station jam cleaning is required during rainy season or during rain which will be intimated by Furnace Section. Depending upon the requirement of the Furnace Section, the contractor has to carry out the above job as per the following criteria. The contractor has to ensure:

- (i) 110 batches per shift i.e. 330 batches in a day in normal running conditions of the furnaces or as per the requirement of the furnaces.
- (ii) Cleaning of screen station bins and feeders for smooth drawl of charges.
- (iii) Engagement of required nos of labours and a supervisor in each shift.
- (iv) Arrangement of tools and tackles required for carrying out the above jobs.

The contractor and his supervisor have to carry out the above job of screen station jam cleaning in co-ordination with furnace representatives.

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C) (II) **Screen Station Bin Jam Cleaning:**

The Contractor has to clean the jam of Raw material in Screen Station Bins as per written instruction from the concerned authority. The contractor has to quote the rate of cleaning for the jam of Raw material per bin in the price bid. The above work will be taken up when there is no work order for screen station jam cleaning.

D) **RECLAMATION OF RAW MATERIALS.**

Besides loading, contractor has to ensure for cleaning of spillage raw materials from daily bin to the end of belt No. 117 including screen station. As per the necessity and direction of the management, he has to ensure clean of the raw materials lying below the belt line & screen station & segregate the same, which will be shifted & loaded by a tractor and weighted at the weighbridge to find out the weight and accordingly reclamation charge per ton will be paid to the contractor.

E) Loading of coke dust / O.S. coke/ Chrome ore / Serpentinite / Quartzite / Magnesite will be shifted by Tractor from screen station to belt side / Raw-material yard by belt loading contractor.

WEIGHMENT:

The actual weight of the materials as recorded in the Plant Road Weighbridge will be treated as final and binding for billing & payment purpose.

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NATURE AND DESCRIPTION OF THE JOB
OPERATION OF ORE DRYER AND CHROME ORE BRIQUETTING.

- i) Concentrate ore shall be consumed for our chrome ore briquettes production.
- ii) All tools & tackles required for sound execution of the work shall be supplied by the contractor.
- iii) In case of any power failure, the contractor has to wait for at least 30 minutes for resumption of power supply from NESCO. In no case, the contractor should create disturbance in the section for resumption of power prior to 30 minutes.

OPERATION OF ORE DRYER.

During rainy season / rains or as per the requirement of the Management, the contractor has to engage labourers for the following jobs:

- a) Conc. Ore for feeding to the dryer will be available near the feeding hopper. The contractor has to engage sufficient labourers for feeding of the same as per our requirement for consumption of dried ore for briquetting purpose in his own cost.
- b) Contractor shall ensure cleaning of feeding hopper, discharge pipe etc for smooth flow of material on the Conveyors by engaging required nos of labours. Contractor should ensure for proper cleaning of spillage materials below the feeding chute and discharge belt on daily basis. Belt area should remain always clean and for the same he has to engage his labours in his own cost.
- c) Since the firing of the Dryer is to be done by using diesel oil / furnace oil/ Tar oil the contractor has to engage labourers for transportation of the same from the reservoir near the power plant site / stores and loading the same in the oil tanks provided near the Dryer. Furnace oil / Diesel oil / Tar oil will be always kept filled in the oil tanks of the Dryer if available in the reservoir near the Power Plant/ Stores in his own cost.
- d) The contractor has to clean the releasing chute of dry ore and spread the released dry ore so that it won't jam the releasing chute in his own cost.
- e) The dryer will run in 'G' Shifts / 'B' Shifts as per the instruction of Briquetting Plant in-charge / site supervisor.

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CHROME ORE BRIQUETTING

- a) As per the instruction, the contractor has to prepare the mixture in the Mixer Machine, which will consist of Concentrate Ore with ratio of dry COB ore minimum 50% and wet COB ore maximum 50% as required and also Molasses, Lime and any other binder materials as required. The percentage of Molasses and Lime may vary from time to time as per requirement. The contractor has to collect the daily requirement of Molasses & Lime from the stores by his own arrangement, Hyd. Lime percentage may not exceed 5 to 6% and molasses % not exceed to 8 to 9 % at the time of briquette production.
- b) The mixture discharged from the Mixer Machine shall be fed to the Briquetting Machine manually for production of briquettes and the feeding shall be continuous to prevent the idling of the machine. The contractor must ensure continuous feeding of mixture to the Briquetting Machine for production of good quality briquettes.
- c) The briquettes discharged from the Briquetting Machine are to be properly collected (i.e dust free briquette), shifted and stacked as per the instruction briquette in-charge. In any case the stack height should not exceed 200 mm. The contractor should ensure proper handling of briquettes in order to avoid breakage.
- d) The contractor is required to accommodate with any future addition/ modification / alternation in the Briquetting Plant / ore dryer in their requirements.
- e) The Contractor has to wait for at least half an hour for resumption of power supply either from NESCO or from our D.G. Set.
- f) The Contractor has to insist their labours to work strictly as per the rated capacity of our Mixture Machine & Briquette press. In no case the contractor will be allowed to over load the machines for which there may be chances of damage or breakage of parts of the machineries & in such case the cost of damaged part of the machine will be recovered from his current bill.

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- g) Briquette production will be stopped if stock position will exceed 300 MT. approximately.
- h) Since the briquettes are used in the furnace for production purpose, maintaining the quality of briquettes is very important and so the contractor has to do all the related jobs strictly as per the instruction of the department.
- i) A minimum quantity of 60 MT. of briquettes is required to be produced per day and the contractor has to engage sufficient nos. of labourers to maintain the production level. However, the production may be increased / decreased as per the requirement.
- j) The work will be done normally in 'A' and 'B' shift.
- k) All tools, tackles, safety appliances required for the job and for his workers are to be supplied by the contractor.
- l) The machines required for mixing and briquetting purpose will be operated by the department.
- m) Cleaning of the machineries (inside mixture machine, briquette machine, surrounding area) will be done shift wise as per instruction of our operator/supervisor. The contractor must ensure cleaning of above machines before, after & during the interval (during Tiffin & lunch hours) of the work.
- n) While preparing the mixture, the contractor should take all care to sort out the foreign materials, which may damage the machine as well as the quality of briquettes.
- o) Accumulated ore generated near the Mixer machine is to be shifted and stacked as per the instruction of the Officer-In-charge of Briquetting Plant. Runner may be cleaned regularly to avoid mixing of dust with the green Briquette coming out of the Hydraulic press and all the dust collected through the runner shall be utilized to make Briquette through the press. The area surrounding the press shall be always kept cleaned.
- p) The above mentioned work if not handled during any day or part of the day due to some unforeseen reasons beyond the control of the management, the management shall not be held responsible for the same and no claim shall be entertained for the above work / idle labours.
- q) The weights as recorded at our Screen Station for consumption in the furnace will be the basis for weighment. Any kind of weight loss for shortfall in quantity of briquette will not be entertained for billing purpose.

Signature of Tenderer

- r) In case of emergency, the Management may provide loader for loading of chrome fines / concentrate in dryer hopper on payment basis (Rs. 1000/- per hour on prorata base) subject to availability of loader. The above engagement of loader is solely at the discretion of the Management and no claim from the contractor for such engagement will be entertained. The record for such engagement will be maintained at RMH Section with a signature from our Security staff. The bill for such engagement will be deducted from the running bills of the contractor.

Signature of Tenderer

SCREENING OF CHROME ORE**NATURE AND DESCRIPTION OF THE WORK:**

- i) The contractor has to screen the chrome ore received as per direction of concerned department. The screening of chrome ore shall be done manually by screen provided by the management. After screening the contractor has to stack the under size materials in the nearby area manually and over size materials within the periphery as per instruction of the concerned department for which no extra payment shall be made.
- ii) Chrome ore shall be screened by 10/15 mm. screen as per decision of site incharge.
- iii) Screened ore shall be consumed for our chrome ore briquettes production. Hence, the contractor has to supply screened ore 50 – 60 MT. daily which may or may not be feed into dryer. But this quantity of daily screening may increase or decrease depending upon its requirement.
- iv) The screening work may continue round the clock. Hence, the contractor is to be in readiness to engage sufficient labourers for the purpose.
- v) All tools & tackles & safety equipments required for sound execution of the work shall be supplied by the contractor.
- vi) If the screening of chrome ore could not be conducted during any period, day or part of the day due to any unforeseen reasons, the management shall not be responsible for the same and no claim for the above shall be entertained.
- vii) **WEIGHMENT:** Weight of chrome ore as recorded at our Road Weighbridge.
- viii) A weighed quantity of ore will be kept at different convenient places for screening work. After completion of that weighed stock, contractor may raise the bill. If a particular stack of ore could not be screened totally within a month, then certified quantity (to be certified by supervisor of RMH section) of ore will be billed & rest amount will be billed in the next month.
- x) Payment shall be made basing on no. of trips with total receipt weight of chrome ore at our weigh bridge.

Signature of tenderer

OTHER TERMS:

All tools, tackles and safety appliances etc. for execution of the job are to be provided to the workers by the contractor. Any expenditure incurred on account of accident caused to the workers or other personnel of the contractor during execution of the job will be borne by the contractor. Any damage to machinery and tools of the Corporation during the course of work should be made good by the contractor. The contractor has to abide by the General Terms & Conditions, the Special Terms & Conditions, which are enclosed along with the Tender Paper.

Further, if the contractor fails to execute the above mentioned jobs satisfactorily during the contract period, the contract will be terminated without any notice & security money deposit will be forfeited & the contractor will be black listed.

Signature of 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 99 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 by the EPF Authorities
(Xerox copy of the certificate to be enclosed) | : |
| 7. | ESI Registration by the ESI Authorities
(Xerox copy of the certificate to be enclosed) | : |
| 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: | : |
| | In Figure: | : |
| | In Words: | |
| | D.D / Bankers Cheque No.: | |
| | Name of the Bank: | |
| | Date: | |
| | Cost of tender paper | : |
| | In Figure: | |
| | In Words: | |
| | D.D / Bankers Cheque No.: | |
| | Name of the Bank: | |
| | Date: | |

N.B: All the Xerox copies of 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. 2,50,000/-	Yes	No
(b)	Cost of tender paper	Rs. 590/-	Yes	No
I	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 tenderer

**IDCOL FERRO CHROME & ALLOYS LIMITED
FOR MAT FOR SUBMITTING PRICE BID**

A) PRICE BID FOR LOADING OF RAW MATERIALS TO THE RAW MATERIAL HANDLING SYSTEM

TENDER CALL NOTICE NO. IFCAL/ 1120 Date: 07.09.2019

Name of the Tender / Bidder

Name of the job	Period of contract	Name of the Raw material	Rate per MT (Rs.) in figure / words as per the terms & conditions of the Tender	
			Loading of Raw materials to Conv. Belt No. 101/ 105 / 119 (a)	Carrying of Raw materials to 5.8 Mtrs. Furnace Floor by Head Load (b)
Loading of Raw materials to the Raw materials Handling System.	Two years commencing from the date to be intimated through Letter of Intent	1) Chrome Ore / Concentrate / Briquette		--
		2) Pyroxenite / Serpentinite / Magnesite / Quartzite/Coke / Coke Breeze (6-12 mm.) / Coke dust.	Quoted rate in item no. 1(a) under sl.No. (A) X 1.08	Quoted rate in item no. 1 (a) under Sl. No. (A) X 1.4

NOTE: Ore includes both purchased & from captive mines (Lumpy or FBL in nature) & both consisting of LG/MG/HG & also chrome concentrate.

N.B:- 1) Except Magnesite, head carrying of other raw material to 5.8 Mtrs. floor will be occasional.

2). GST if applicable to be paid extra as per the rule.

Signature of the Tenderer

Date:

IDCOL FERRO CHROME & ALLOYS LIMITED
PRICE BID FORMAT

(A Wholly Owned Subsidiary of IDCOL)
 (A Govt. of Orissa Undertaking)
 P.O: Ferro Chrome Project – 755 020
 Jajpur Road, Dist: Jajpur.

PRICE BID
FOR

B) MACHINE CRUSHING OF COKE.

Sl. No	Period of contact	Name of the Raw Materials	Rate Per M.T (In Rs.) in figure & words.
1.	Two years commencing from the date to be intimated through Letter of Intent	Coke (Machine crushing, shifting & loading)	Quoted rate in item no. 1(a) under Sl.No. (A) x 3

Signature of the Tenderer :

Date :

IDCOL FERRO CHROME & ALLOYS LIMITED
PRICE BID FORMAT

(A Wholly Owned Subsidiary of IDCOL)
 (A Govt. of Orissa Undertaking)
 P.O: Ferro Chrome Project – 755 020
 Jajpur Road, Dist: Jajpur.

PRICE BIL FOR
FOR
C) SCREEN STATION JAM CLEANING

Sl.No.	Period of Contract	Name of the job	Rate per Batch (Rs.) in figure/ words
(1)	(2)	(3)	(4)
1.	During rainy season (To be intimated through Letter of Intent)	Screen Station Jam Cleaning	Quoted rate in item no. 1(a) under Sl.No. (A) X 0.06
2.	(To be intimated through Letter of Intent)	Screen Station Bin Jam Cleaning	<u>Rate per bin jam cleaning (Rs.) / Bin</u> Quoted rate in item no. 1(a) under Sl.No. (A) X 5

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

Signature of the Tenderer

Date :

IDCOL FERRO CHROME & ALLOYS LIMITED**PRICE BID FORMAT**

(A Wholly Owned Subsidiary of IDCOL)

(A Govt. of Orissa Undertaking)

P.O: Ferro Chrome Project – 755 020

Jajpur Road, Dist: Jajpur.

PRICE BID**FOR****D) RECLAMATION OF RAW MATERIALS BELOW CONVEYOR
BELT (105, 117) AND SCREEN STATION**

Sl.No.	Period of Contract	Name of the job	Name of the Raw materials	Rate per MT. (Rs.) in figure/ words
(1)	(2)	(3)	(4)	(5)
1.	Two years commencing from the date to be intimated through Letter of Intent.	Reclamation of raw materials (Loading & shifting)	Coke	Quoted rate in item no. 1(a) under Sl.No.(A)X 1.5
			Other rawmaterials	Quoted rate in item no. 1(a) under Sl. No. (A) X 1.2

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

Signature of the Tenderer

E) LOADING AND SHIFTING OF SCREEN STATION MATERIALS

Sl.No.	Period of Contract	Name of the job	Name of the Raw materials	Rate per MT. (Rs.) in figure/ words
(1)	(2)	(3)	(4)	(5)
1.	Two years commencing from the date to be intimated through Letter of Intent.	Loading and shifting of Screen station materials	Coke	Quoted rate in item no. 1(a) under Sl.No. (A) X 0.7
			Other than coke	Quoted rate in item no. 1(a) under Sl.No. (A) X 0.6

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

Signature of the Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED**FORMAT FOR SUBMITTING
PRICE BID FOR THE JOB****OPERATION OF ORE DRYER AND CHROME ORE BRIQUETTING**

TENDER CALL NOTICE NO. IFCAL/ 1120 Date: 07.09.2019
Name of the Tender / Bidder.

2) BRIQUETTING

Sl. No.	Name of the work	Rate in Rs. / MT of briquette consumed in the furnaces to be quoted (in figures & words)
(a)	Operation of ore dryer and Chrome ore briquetting	

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

Signature of Tenderer

IDCOL FERRO CHROME & ALLOYS LIMITED**FORMAT FOR SUBMITTING
PRICE BID FOR THE JOB****CHROME ORE SCREENING**

TENDER CALL NOTICE NO. IFCAL/ 1120 Date: 07.09.2019
Name of the Tender / Bidder.

Sl.No.	Period of contact	Name of work	Rate per MT. (Rs.) in figure / words
1.	Two years commencing from the date to be intimated through Letter of Intent.	Screening of chrome ore	Quoted rate in item no. 2(a) X 0.12

Note: - GST to be paid extra.

Signature of Tenderer