



Ref No. IFCAL/PROD/FPH/COR -1/1375

Date - 18/02/2021

IDCOL FERRO CHROME & ALLOYS LTD.,
(A Govt of Odisha Undertaking)
JAJPUR ROAD, JAJPUR, ODISHA
PIN- 755020

CORRIGENDUM - 1 TO TENDER NOTICE NO.1265 DATED 02-02-21 FOR DESIGN, ENGINEERING, SUPPLY OF EQUIPEMENTS , MACHINES & MATERIALS, EXECUTION OF ERECTION , TESTING AND COMMISSIONING OF SCREENING UNIT SYSTEM FOR CHROME ORE FINES INCLUDING RELATED CIVIL , MECHANICAL & ELECTRICAL WORKS .

Period of downloading of Tender Documents : 20.02.2021 to 26.02.2021

Last Date & Time of submission of Tender : 27.02.2021 up to 05.00 P.M.

For details, please visit our website: www.idcorissa.com or www.ifcal.nic.in

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED
(A Wholly owned Subsidiary of IDCOL)
A Govt. of Odisha Undertaking
Regd.Office & Works : Ferro Chrome Project-755 020
Jajpur Road, Dist: Jajpur (ODISHA)-755020
Tel.No:06726-220212/ Fax No:06726-220524
E.Mail: ifcal@nic.in
Web.www.ifcal.nic.in



TENDER DOCUMENT

FOR

**DESIGN, ENGINEERING, SUPPLY OF EQUIPMENT, MACHINES & MATERIALS,
EXECUTION OF ERECTION, TESTING AND COMMISSIONING OF SCREENING
UNIT SYSTEM FOR CHROME ORE FINES INCLUDING RELATED CIVIL,
MECHANICAL & ELECTRICAL WORKS.**



TENDER NOTICE REF. NO. IFCAL/PROD/RMH /1265

Dt.02/02/2021

DISCLAIMER

No review or approval of plans, specifications or other information or documentation by IFCAL shall constitute a representation or warranty by IFCAL that such plans, specifications or other information or documentation satisfy any applicable laws or other requirements or will provide for a safe operation or ensure the desired performance and no such review or approval shall make IFCAL otherwise liable with respect thereto. The contractor shall be solely responsible for determining whether its plans, specifications, supplies, procedures and construction meet the objectives of the project, satisfy applicable laws and other requirements and will provide for a safe operation.

Notwithstanding the information or indicative plans furnished by IFCAL in the tender solely as a likely alternative and not as an ultimate basis for design, the onus of a proper result-oriented design, engineering, supply and construction of the project rests entirely on the contractor and the contractor shall be solely liable for non-performance or non-delivery of the desired results.



TENDER NOTICE REF. NO. IFCAL/PROD/RMH /1265

Dt.02/02/2021

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TENDER NOTICE NO. IFCAL/PROD/RMH/1265

Dt. 02/02/2021

BIDS ARE INVITED

FOR

**DESIGN, ENGINEERING, SUPPLY OF EQUIPMENT, MACHINES & MATERIALS,
EXECUTION OF ERECTION, TESTING AND COMMISSIONING OF SCREENING
UNIT SYSTEM FOR CHROME ORE FINES INCLUDING RELATED CIVIL,
MECHANICAL & ELECTRICAL WORKS.**

Period of downloading of tender document : 03/02/2021 to 13/02/2021

Last date & time of receipt of tender : 17/02/2021 by 5.00 P.M

For details, please log on to : www.idcorissa.com

: www.ifcal.nic.in



TENDER NOTICE REF. NO. IFCAL/PROD/RMH/ 1265

Dt.02/02/2021

INFORMATION SHEET

1. **Name of Organization:** IDCOL Ferro Chrome & Alloys Limited (IFCAL), a Govt. of Odisha Undertaking is located at Jajpur Road in the district of Jajpur, Odisha. The nearest railway station is Jajpur-Keonjhar Road located on Howrah-Chennai main line. The plant is located at about 3 K.M. from the railway station. It can also be approached by road from Bhubaneswar through NH-16.
2. Description of job : **Design, engineering, supply of equipment, machines & materials, execution of erection, testing and commissioning of screening unit system for chrome ore fines including related civil, mechanical & electrical works.**
3. Availability of tender document : The tender document can be downloaded from our website www.ifcal.nic.in or www.idcorissa.com
4. Period of down loading of tender : From 03/02/2021 to 13/02/2021
6. Last date & time of receipt of bid : (unless extended) : Date : 17/02/2021 by 5.00 P.M.
7. Mode of submission : By speed post / courier service / registered post
(Bid submitted by any other means will be rejected)
8. Address where tender document is to be submitted : The Managing Director,
IDCOL Ferro Chrome & Alloys Ltd.,
P.O. Ferrochrome Project-755020,
Jajpur Road, Dist- Jajpur.
9. Cost of tender document (Through download from website) : The cost of tender document (Non-refundable) i.e., Rs. 590/- (Rupees five hundred ninety only including GST) should be paid in shape of DD/ Banker's cheque drawn on any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Limited payable at Jajpur Road, Odisha, and there are no specific exemptions for this fee
10. Earnest Money Deposit(EMD) : Unless until specifically exempted under this document, Rs.1,00,000/- (Rupees One lakh only) to be deposited in shape of D.D/ Banker's cheque issued by any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Ltd. payable at Jajpur Road, Odisha.
11. Total No. of sheets of tender documents : 35 nos.



GENERAL CONDITIONS OF THE CONTRACT (GCC)

TENDER NOTICE REF. NO. IFCAL/PROD/RMH/1265

Dt.02/02/2021

1. **DEFINITION AND INTERPRETATION:**

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

- a). **Occupier** means the Managing Director, IDCOL Ferro Chrome & Alloys Ltd. a wholly owned subsidiary of Industrial Development Corporation of Odisha Ltd.
- b). **Buyer** means IDCOL Ferrochrome & Alloys Ltd.
- c). **Management** means the Managing Director, IDCOL Ferro Chrome & Alloys Ltd or his authorized representative.
- d). **Corporation** means IDCOL Ferro Chrome & Alloys Ltd., a wholly owned subsidiary of The Industrial Development Corporation of Odisha Ltd.
- e). **Authorized representative** shall mean the officers / supervisors in direct charge of the work which shall be communicated to the contractor in course of execution of the work from time to time.
- f). **The tender** shall mean the tender submitted by the tenderer for consideration by the Occupier. The tender may also be called the bid and the tenderer as the bidder.
- g). **Contractor** shall mean the person, firm or company who is awarded the project execution by entering into contract with the IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road and shall include their executors, administrators, successors and permitted assignees.
- h). **Contract** shall mean and include the signed tender document pages and offer received from the contractor, negotiated terms & conditions, letter of intent, contract agreement, work order, approved drawings and design, bill of quantities & the tender schedule duly filled in and signed by the tender on each page as well as any additional terms and conditions not mentioned in



the tender document but mutually agreed later. The tender document comprises of the tender notice, the information sheet , the General Conditions of Contract, the Special Conditions of contract, the annexures, the General Bid format & check list and the Price Bid format.

- i). Month shall mean the English calendar month.
 - j). Words incorporating the singular only also include the plural and vice-versa where the context so requires.
 - k). GCC shall mean General Conditions of Contract.
 - l). SCC shall mean Special Conditions of Contract.
 - m). IFCAL shall mean IDCOL Ferro Chrome & Alloys Limited.
2. The bid is open for eligible agencies who fulfill the eligibility criteria enumerated at clause no. 3 of the SCC.
 3. The tenders (also called bids) not submitted in prescribed format or in the prescribed manner as stipulated in this document set shall be rejected at the risk & responsibility of the tenderer / bidder.
 4. All the information as called for in this tender document set shall be submitted in English.
 5. All the rates and amounts shall be quoted in Indian Rupees (INR). The rates shall be written in figures as well as in words. In case of any discrepancy, the rates given in words shall be treated as the rate quoted by the bidder. If the rates quoted and the quantities mentioned in the BOQ by the tenderer based on his / her assessment is found to be illegible, not clearly visible, erased and corrected, struck down and overwritten or not free from ambiguity, then the bid shall be rejected.
 6. The tenderer shall submit the bids in two parts i.e., the General Bid and the Price Bid. The General Bid of the offer shall include GCC, SCC, General Bid Format, check list & the remaining part of the tender document set except the "Price Bid". The General Bid & Price Bid should be detached and put in separate sealed covers alongwith the specified enclosures and be marked with the tender notice



number and the name of the tenderer. Each should also be identified by writing on the sealed envelop as “General Bid” & “Price Bid”, as the case may be. Both the sealed covers should be put in a separate bigger size sealed cover and sent to The Managing Director, IDCOL Ferro Chrome & alloys Limited, Jajpur Road - 755020, Dist. : Jajpur, Odisha. The name of the bidder, the tender notice number and the last date of receipt shall be boldly written on the sealed cover.

7. Papers/ documents/ credentials / instruments of tender cost and EMD to be annexed to General Bid are as listed at clause no.3 (Eligibility Criteria) of the SCC. Besides these documents, the following papers are also to be submitted with the General Bid.
 - i) Bar chart showing the start and completion times for the various of activities of the project. The bar chart should clearly show among other activities preparation & submission of layout plan. G.A drawings, all drawings for civil, structural, fabrication & erection work as well as delivery of equipment & machineries. The start & finish time of civil, mechanical & electrical works should be indicated in the bar chart.
 - ii). All the pages of the tender document set (duly signed) except the price bid format.
8. Cost of bidding: The bidder shall bear all the cost associated with preparation and submission of bid and IFICAL, in no case shall be responsible or liable for these costs regardless of conduct or out come of the bidding process.
9. The tenderers / bidders are advised to visit the plant site and collect all required data/ drawings/ information as might be available before submission of bid.
10. Use separate piece of paper, where the space provided in the format furnished in this tender document is not sufficient for submission of information.
11. The bidders can send tenders by speed post / courier service/ registered post. However, the authorities shall not be responsible for postal and other delays in receipt of the bids.



12. If the last date of receipt of the tenders/ bids turns out to be a holiday, it will automatically be extended to the next working day.
13. Any / all of the tenders (or bids) submitted can be rejected at any stage without assigning any reason thereof. No claim, whatsoever, shall be admissible for the loss/damage suffered by the bidders on account of such rejection.
14. The “**General Bid**” shall be opened first and scrutinized by the tender committee.
15. If a bidder is found to have not fulfilled any of the conditions of the eligibility criteria, then the bid shall be rejected. The Price Bid will be opened in that case where the General Bid is found to have been accepted.
16. Earnest Money Deposit (EMD): Unless until specifically exempted under this document, the tenderer is required to deposit earnest money amounting to Rs. 1,00,000/- (Rupees One lakh only) in shape of Demand Draft / Banker’s Cheque drawn in favour of IDCOL FERRO CHROME & ALLOYS LIMITED issued by any nationalized bank payable at Jajpur Road, Odisha. Tender submitted without the EMD and the cost of tender document shall be summarily rejected. In case of the successful tenderer, the EMD shall be refunded only upon successful deposit of the security amount as mentioned in this document, failure of which will attract redemption of the whole EMD amount.
17. Security Deposit: On intimation, the successful bidder shall have to deposit an amount of Rs. 1,00,000/- (One Lakhs Only) or such amount as may be prescribed specifically under any other clause of this document for such eligible persons/entity, as security deposit within a period of 7 days from the date of receipt of the LOI/Work order whichever is earlier. Security Deposit will be refunded only after satisfactory execution of the work order and after adjustment of any dues.
18. Signing of tender document : The person signing the tender document should be duly authorized by the company / firm submitting the tender and such authorization in original should be attached along with the bid.



19. **Benefits to Micro and Small Enterprises (MSEs)**

Without prejudice to the generality of any clauses of this documents, local Micro & Small Enterprises shall be exempted from payment of Earnest Money Deposit (EMD) and shall pay 25% of the prescribed Security Deposit as per the provisions of this document.

Local Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under

EMD Exemption: Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. For claiming the exemption bidders should provide/enclose a self-attested valid certificate issued by any approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) for EMD exemption.

20. **DISPUTE AND ARBITRATION:**

- a. Settlement of dispute: In the event of any dispute / differences between the parties arising under or in connection with the contract / agreement or any associated agreement entered into pursuant to this contract / agreement, they shall use all reasonable endeavors to resolve the matter on an amicable basis. If one party serves formal written notice on the other than 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 to be appointed by the parties with their mutual consent for arbitration of the dispute.
- b. The parties hereto mutually agree that notwithstanding the place of execution, the contract shall be taken to have been entered into by the parties at Bhubaneswar(Odisha) and for the purpose of any dispute, the jurisdiction shall be limited to any court of law under the jurisdiction of Hon'ble High Court of Odisha.
- c. The venue of arbitration will be at Bhubaneswar.



SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions given hereinafter shall prevail over the General Conditions given hereinbefore in case of any repugnancy.

The contractor shall execute the project outlined hereafter.

1. **BRIEF DESCRIPTION OF PROJECT:**
2. **DESIGN, ENGINEERING, SUPPLY OF EQUIPMENT, MACHINES & MATERIALS, EXECUTION OF ERECTION, TESTING AND COMMISSIONING OF SCREENING UNIT SYSTEM FOR CHROME ORE FINES INCLUDING RELATED CIVIL, MECHANICAL & ELECTRICAL WORKS.**

PROJECT CONCEPT

The project shall consist of a Screening circuit system for Screening of the Chrome Ore fines bellow 10mm size, to be utilized for production of Briquette in a Briquetting plant.

SCREENING CIRCUIT

The screening circuit will begin with a ramp and shall extend from this ramp to a new receiving hopper (15 cum capacity) to conveyor BC-1 to screen house.

In this part of the project, the new facilities / equipment to be added are the ramp, the receiving hopper, a 30 MT / hour vibrating feeder for discharge of ore from the receiving hopper to conveyor BC-1, screen house with a 20 MT / hour vibrating screen (single deck type).

3. **BROAD SCOPE OF WORK**

- (i. **SUPPLY :**

- Supply of all equipment, machines and materials as per the drawing & equipment list attached with this document.

- (ii. **ERECTION:**

- (a). erection of ramp, all equipment, vibrator, tools tackles & all civil work etc.
 - (b). Painting of steel structures with two coats of red oxide primer followed with one coat of aluminum paint.



(iii. **TESTING & COMMISSIONING:**

The screening unit after completion and commissioning of the project should be able to screen 10 MT of Chrome ore per hour of operation. By acceptance of the work order, the successful tenderer will be treated to have guaranteed the following performance.

The average production rate in MT / hour calculated on running the screening unit for a test period of 50 hours of steady and continuous operation should be minimum 10 MT / hour.

N.B. : The list of equipment, machines and materials annexed to this tender document alongwith brief particulars / specifications (e.g, capacities, ratings, sizes, qualities, dimensions etc.) is purely indicative. Also the list is not entirely exhaustive. The tenderer is required to design the required system in optimized manner or include any additional equipment, machines or materials so as to achieve a required screening ore for briquette production of 10 tons / hour.

(iv. **SPECIAL NOTE**

a. **Regarding "DESIGN & ENGINEERING"**

The contractor shall carry out complete design of structural and civil works, develop detailed specification of the bought-out items (i.e., equipment, machines and spares / components to be used in assembly work). The tenderer is advised to visit our site, collect any information / data, conduct any survey / testing to derive any data that may be required for design and engineering work and preparation of bill of quantities.

The contractor shall submit the following.

- a.1. Civil construction drawings.
- a.2. Structural design and fabrication drawings.
- a.3. Electrical load data including single line diagram based on the new lay out.
- a.4. General layout drawing of the screening unit system, incorporating the dimensions, capacities & rating of all the equipment to be installed.



- a.5. Final equipment lay out and as built drawings.
- a.6. Any design modification during execution.

4. ELIGIBILITY CRITERIA

4.A. TECHNICAL

(i). The bidder shall enclose alongwith the General Bid the list of clients for whom he / she/ they have executed turnkey projects with regard to design, engineering, supply, execution of erection and commissioning of screening unit for any plant during the period from January 2015 to December 2020.

(ii). The bidder shall enclose along with the General Bid at least one work order / contract executed by him / her/ them in respect of at least one turnkey project covering design, engineering, supply, execution of construction and commissioning of screening plant of capacity not less than 8MT / hour during the period from Januar, 2015 to December, 2020.

The work order / contract should have been awarded directly by the client, i.e., the owner of the said Screening Unit System in favour of the bidder.

Also, the bidder shall enclose alongwith the General Bid, a copy of performance certificate or alternatively, project completion certificate issued in their favour by their client in respect of execution of above said work order / contract.

4.B. FINANCIAL/ COMMERCIAL:

The bidder has to provide the following with the General Bid

- i) Copy of the valid GST registration certificate issued by the competent authority in favour of the bidder. The GST code should be linked to the bidder's income tax PAN.
- ii) Earnest Money (EMD) for an amount of Rs. 1,00,000/= (Rupees one lakh only) to be deposited in shape of Demand Draft / Banker's cheque issued by any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Ltd payable at Jajpur Road, Odisha. Details to be mentioned in the General Bid.



N.B: Bidders registered with MSME / NSIC / SSI are exempt from earnest money deposit (EMD) as per government policy.

- iii) Cost of tender paper Rs.590/= (Rupees five hundred ninety only including GST) to be deposited in shape of Demand Draft/ Banker's cheque issued by any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Limited payable at Jajpur Road, Odisha. The cost of tender paper is non-refundable & applicable to all including MSME.
- iv) Copy of bidder's income tax PAN.
- v) Original affidavit affirming that the bidder himself/ themselves is / are "not blacklisted by any Govt. / Semi Govt. organization / PSU".
- vi) The bidder should have a turnover of at least Rs.1.0 crore in any of the three financial years i.e. 2017-18, 2018-19 & 2019-20 or average turnover of Rs. 35 lakhs for the said financial years. The bidder is required to submit copies of audited balance sheets and profit & loss accounts for these three financial years.
- vii) The bidder shall submit copies of the income tax returns for the financial years 2017-18, 2018-19 & 2019-20.

5. **SECURITY DEPOSIT :**

- (i) On intimation, the successful bidder shall have to deposit an interest free amount of Rs. 1,00,000/- (One Lakhs Only) or such amount as may be prescribed specifically under any other clause of this document for such eligible persons/entity, as security deposit within a period of 7 days from the date of receipt of the LOI/Work order whichever is earlier.
- (ii) The security deposit of the contractor who has been awarded the job shall be released free of interest after expiry of the defect liability period subject to satisfactory performance of the contractor and fulfillment of defect liability conditions.



(iii). The security deposit of the contractor will be forfeited if the contractor fails to execute the contract to the full satisfaction of the buyer, leading to any loss / damage to the buyer, i.e., IDCOL Ferrochrome & Alloys Ltd.

6. **VALIDITY:**

The bid shall remain valid for a period of 120 days from the last date of receipt of bids stated in the original tender notice.

7. **BUYER'S RIGHT TO AMEND THE TENDER DOCUMENTS**

IFCAL reserves the right to issue any addendum to the tender documents and / or to clarify, amend, supplement and delete any of the conditions / clauses or items stated in the tender document prior to opening of bids. In such case, the bid submission date and the General bid opening date shall be suitably extended. The bidders who have already submitted their bids prior to issue of the corrigenda in respect of above clarifications / changes in the tender document, may submit a fresh General bid with no further deposit of tender paper cost nor the EMD. The former General bid will not be taken into consideration but will be opened to retrieve the tender paper cost and the EMD.

8. **TEST CERTIFICATES**

The contractor shall obtain original test certificates in respect of no-load test (i.e., idle running) of vibrating screen systems and submit the same to IFCAL at the time of delivery at site. Also, the contractor is to furnish test certificates in respect of any other equipment / machine as may be required by IFCAL. IFCAL may waive, at its option, the requirement of any test certificates.

9. **GUARANTEE/WARRANTY CONDITIONS & DEFECT LIABILITY PERIOD**

By acceptance of the work order / contract, the contractor binds himself to the following guarantee / warranty condition.

The contractor shall replace or repair at his / her / their own expense (including cost of spares / materials) any equipment, machine or material supplied by them in case the failure of the equipment, machine or material to work or operate



due to defective material, design or workmanship occurs during six-months period counted from the date of commissioning.

10. **INSPECTION :**

Inspection of equipment/ machines to be supplied by the contractor shall be carried out jointly by the contractor and the authorized officer of IFCAL during various stages of manufacturing at the manufacturer's Works and the contractor shall co-ordinate and arrange such inspections.

a). **Pre-dispatch Inspection** : Advance information for such purpose shall be intimated by the contractor to the buyer i.e, IFCAL at least 10 days before. However, this inspection is not final and does not cease the responsibility of the contractor regarding performance of the equipment in any manner. IFCAL reserves the right to waive the pre-despatch inspection in respect of any / all equipment. Inspection at IFCAL's site is final.

b). **Inspection at site** : Upon receipt of equipment, machines, accessories, spares and other materials at site the same will be inspected by IFCAL in presence of contractor's representative. In case any deficit / damage in the supplied items is found, then the same shall be replaced / made good by the contractor at his/ her / their own cost within a period 10 days. However, such inspection does not relieve the contractor of their responsibilities towards desired performance of the equipment supplied, as well as the performance of the system as a whole post commissioning.

c). Tests of all equipment / machines / material to be supplied by the contractor shall be conducted as per the latest BIS / international standards / other related code of practice. However, inspection and tests do not relieve the contractor of his/ her/ their contractual obligation pertaining to the desired performance of the supplied equipment / machine / material for one year from the date of commissioning.



Supply of loose spares of an equipment will not be treated as the supply of the equipment unless and until the loose spares are duly assembled by the contractor at site into the complete equipment followed by testing of the equipment.).

11. **LOADING & UNLOADING** :

Loading & unloading of the equipment shall be the sole responsibility of the contractor. The contractor is to arrange their manpower, tools and tackles, unloading / loading / shifting devices at their own cost. It may be noted that the buyer IFCAL has no such facility / infrastructure available for the same.

12. **PACKING & FORWARDING** :

All the equipment should be securely packed to avoid any loss / damage during the transit. Packing & forwarding charges will be borne by the contractor.

13. **FREIGHT & TRANSIT INSURANCE**

Transportation and transit insurance shall be arranged by the contractor at his / their risk and cost. The basic value of supplies (equipment, material, machines, accessories & consumables) mentioned in the Price Bid should be all costs inclusive for delivery on "FOR IFCAL" basis except only GST.

14. **DELIVERY**:

The materials shall be delivered at IFCAL plant site at Jajpur Road, Odisha in good condition by road transport. The contractor shall undertake free replacement of material due to damage or loss in transit and storing / handling.

15. **MEASUREMENT OF WORK**

Whenever required the progress of work will be jointly measured by the representatives of IFCAL and the contractor.

16. **RESPONSIBILITY OF THE CONTRACTOR**

The contractor shall be solely responsible towards the client i.e., IFCAL for the integration, interface and co-ordination of all the activities. The contractor shall not only be responsible and liable for his scope of supplies and service but also for the overall performance of the sub-contractor(s), if any, engaged with prior permission taken from the client. The liabilities in respect of manpower / equipment engaged by



the contractor as well as his/their sub-contractor(s) shall be solely borne by the contractor.

17. CONTRACT PERIOD:

i. The project (upto commissioning) should be completed within two months counted from the date of issue of work order.

ii. **LIQUIDATED DAMAGE**

ii.1. Timely completion is the essence of this contract. In case the contractor fails to achieve required performance, we reserve the right to take away complete or part of the job from the contractor's scope and make an alternate arrangement for completion of the same by engaging any other agency to meet the schedule and for speedy completion of job at the contractor's risk, cost and consequences. In such case, the contractor has no right to any claims or compensation on this account.

ii.2. If the contractor fails to comply with the delivery schedule for the supplies within the relevant time limit prescribed under this contract due to any reason other than the reasons solely attributable to IFCA, then IFCA reserves the right to cancel that part of the order pertaining to the supplies and procure the supplies from alternative sources entirely at the cost and risk of the contractor.

ii.3. If the contractor fails to comply with the completion period of the project mentioned at clause-16(i) above (in the SCC) due to any reason other than the reasons solely attributable to IFCA, then liquidated damages shall be levied at the rate of 0.5% (half percent) per week of delay or part thereof subject to a maximum of 10% (ten percent) of the total contract value.

IFCA may, without any prejudice to any other method of recovery, deduct the amount of such liquidated damages from any payment due for release or to become due to the contractor.



In the event the contractor fails to complete the job within the period of sixty days due to any reason attributable to the contractor, IFCL shall be at liberty to cancel or terminate the work order / contract at the risk and cost of contractor.

- iii. Indemnity - The contractor shall indemnify and hold IFCL harmless from;
- a. any claim, demand, punitive measures, fees, penalty expenses or liability on account of injury or death of persons (including the employees of the IFCL / contractor) arising out of the execution of the project.
 - b. any claim arising out of damage to or loss of property (including the property of IFCL/ other contractors) arising directly or indirectly out of the negligent acts /unsafe practices / unauthorized activities, errors or omissions of the contractor in performance of his obligation under this contract.
 - c. any claim by government authorities / quasi-governmental body for failure by the contractor to pay taxes, duties, fees, statutory levies applicable to them arising out of the project.
 - d. any claim by third party including sub-contractors for failure to make payment for labour, services, equipment and materials arising out of this project.
 - e. Any claim with regard to designs, methods, process including but not limited to claims arising out of infringement of patent, trademark, proprietary information, know-how, copyright, un-patented inventions or any unauthorized use of work.

The contractor shall defend at his own expenses any suit proceedings for any claim asserted against IFCL. Also IFCL shall give reasonable assistance required in defending the suit and IFCL shall reserve the right to represent its counsel though not obligated to do so. IFCL reserves the right to defend / settle the claim if contractor fails to defend diligently any such suits or proceedings and without relieving the contractor of his obligation.



Contractor shall at all times indemnify and keep indemnified IFCAL against all claims, damages or compensation under the provisions of various acts applicable such as the Payment of Wages Act, 1938, Minimum Wages Act, 1948, Employees States Insurance Act, 1948, Workmen's Compensation Act, 1923, Fatal Accidents Act, 1855, Apprentices Act, 1961, Employees Provident Fund and Misc. Provisions Act 1952, Industrial Disputes Act, 1947 and Contract Labour (Regulation and Abolition Act, 1970) etc or any modification thereof or any other law relating thereto (including common law) and rules made there under from time to time.

18. **PERFORMANCE GUARANTEE CRITERIA**

The screening unit after completion and commissioning of the project should be able to screen 10 MT of Chrome ore per hour of operation. By acceptance of the work order, the successful tenderer will be treated to have guaranteed the following performance.

The average production rate in MT / hour calculated on running the screening unit for a test period of 50 hours of steady and continuous operation should be minimum 10 MT / hour.

If the performances measured / evaluated in respect of above two criteria for the 50-hour test period is found to deviate from the above, then 10% of the work order value retained towards performance guarantee (See the payment terms - clause no.19) as well as the security money, if any, will be forfeited.

19. **QUOTING THE PRICE :**

The tenderer shall take into account the scope of work, the scope of supply, the man power requirement, all the financial involvements envisaged in the tender document, site conditions, statutory compliances & liabilities, contingencies etc. prior to quoting the rate in the price bid format. The prices



of items to be quoted in the Price Bid format shall be all costs inclusive except GST. The GST will be paid extra as applicable

20. **PAYMENT TERMS:**

Payment against supply of equipment, machines and materials.

- a. 60% of work order value along with GST will be released after completion of supplies.
- b. 30% of work order value of the above portions along with GST will be released after completion of erection, testing, trial run and commissioning.
- c. The balance 10% of the work order value will be retained alongwith the security money towards performance guarantee as explained at Clause no.18 of the SCC. This 10% of the work order value along with GST of the Price Bid will be released after six months counted from the date of commissioning subject to satisfactory performance of the mechanized plant erected by the contractor.

However, this 10% amount may also be released to the contractor at any time prior to the expiry of the aforesaid performance guarantee period of six months provided that the contractor submits a performance bank guarantee (PBG) for an equivalent amount with a validity for a six-month period counted from the date of commissioning.

21. **CLIENT'S SCOPE :**

The client i.e., IFCAL shall provide free accommodation to the officers/ staff of the contractor, at its Guest House / residential quarters as per availability during construction of the plant as well as for one-month period post-commissioning for supervisory staff. The contractor personnel may take their meals and tiffin at our Works canteen at the usual subsidized rate as applicable to our employees.

The contractor must vacate the quarters & handover vacant possession of the same to the management within one week of termination of the contract. Electricity and water shall be supplied free by IFCAL to the contractor for construction activities.



22. SAFETY MEASURES, PRECAUTIONS & RELATED LIABILITES :

The contractor shall adopt the Standard Operation Procedure (SOP) and Standard Maintenance Procedure (SMP) , provide personal protective equipment to their workmen and ensure regular use. The contractor shall maintain the following registers in respect of the workmen engaged by them (a) Adult Register, (b). Register of Wages, (c). Bonus Register in Form 'C', (d). Leave with Wages Register and (e). Personal Protective Equipment issue register.

(a). The contractor shall be solely responsible for the safety of the persons engaged by him and not cause / create dangerous or risky circumstances for other persons working at his/ their site or working area. The contractor shall maintain the equipment, tools & tackles deployed by him/ them as well as those issued to him / them by IFCAL in good condition.

(b). All the operators and technicians deployed by the contractor should be well trained about their assignments and especially the safety aspect of it.

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

(d). No one will be allowed inside the plant premises without safety shoe and helmet. This shall be a part of the security check during entry at plant gate.

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

(f). All the persons supposed to work at a height should be issued height pass by the site in-charge of the contractor. The above persons should be subjected to medical check at regular intervals.

(g). The execution department of the client would take all necessary steps in issuing /obtaining the shut down permit in risky/ hazardous areas. The contractor should ensure that the shut down permit is obtained before deputing his/their persons for jobs in such areas.



(h). In case of any accident, the contractor should take urgent steps for treatment of the injured person and inform the client's representative. Immediately after the accident, the contractor has to submit the accident report to the client in the format available with IFCAL.

(i). The contractor has to bear any expenditure incurred towards treatment or compensation of his/their own workman due to injury or any person belonging to any other agency but injured due to unsafe condition created by the contractor. In case of any dispute, the decision of the Site I/C of the client shall be final and binding.

(j). The contractor must provide and maintain first aid facility at site in order to handle casualties .

(k). Any of the contractor's workman / labour found violating the safety rules shall not be allowed to enter the company premises and if already allowed, shall be expelled immediately.

(l). In case any unsafe conditions / practices are adopted by the contractor, client's site I/C or his authorized representative reserves the right, at his discretion, to stop the work or foreclose the contract with immediate effect. In case the work is stopped by the client's representative, the same can be restarted only after the unsafe conditions are removed to the satisfaction of the client.

(m). If the contractor fails to provide personal protective equipment to his/their staff, then IFCAL may decide upon issuing these materials to the contractor's staff and debit 150% of the purchase cost of the materials to the contractor's account by recovery of the amount from the pending / running bills.

23. SECURITY MEASURES, WATCH & WARD :

(a). The contractor shall be solely responsible for the safe keeping of spares and materials arranged by him or issued to him from IFCAL. Also the contractor shall be responsible for the safe custody of the construction equipment and tools & tackles engaged by him / her/ them inside our plant premises.



(b). The vehicles brought in by the contractor or his personnel have to be parked at the designated place. The vehicle owner must possess valid and relevant documents in respect of his vehicle, e.g, fitness certificate, registration certificate, insurance, road tax particulars , permit, “pollution under control certificate and any other license etc.. The earth moving equipment operator/ the vehicle driver must possess proper license/ authorization from competent authority.

(c). The contractor has to ensure that no person(s) engaged by him has any previous criminal record or pending case at any court of law,. Client may refer some or all the workmen for police verification and any one found having any criminal record shall be expelled from the job. If the contractor is found to suppress or manipulate any fact regarding the above, then the contract will be cancelled and the contractor shall be black listed. By accepting the work order , the contractor will be treated to have undertaken that he/they is/are responsible for any law and order problem arising out of the persons engaged by him/ them at IFCAL site.

(d). All the persons of the contractor and their vehicles including that of the contractor shall be subjected to security check to ensure there is no unauthorized entry to or removal of material from factory premises of IFCAL.

(e). Any material pertaining to the screening unit system should be brought in by the contractor with proper gate entry at the factory security gate with submission of required particulars.

(f). Any establishment built by the contractor within plant premises can be checked by client at any point of time. The contractor has to fully co-operate for the same.

(g). Any material taken out of the company premises by the contractor should have proper gate pass in the format of client and with authorized signature of client’s representative.

(h). IFCAL may check for gate passes of the persons working inside the company premises at any point of time and any one found without a proper gate pass shall be immediately expelled from the company premises.



(i). No contractor personnel shall be allowed to stay inside the factory premises after duty hours. No labour hutment or cooking arrangement or any kind of vending arrangement is allowed inside the factory premises.

(j). The contractor or his personnel should not disclose to any outsiders any information pertaining to IFCAL / the Metal Recovery Plant without obtaining written permission from the management of IFCAL.

(k). If the contractor or his personnel are found to violate any of the rules specified above, the person shall be immediately removed from company premises.

24. ACCEPTANCE OF WORK ORDER

A letter of intent (LOI) / work order will be issued in favour of the successful tenderer who is selected for award of the contract. The said tenderer is to return us the duplicate copy of the said LOI / work order (called the acceptance copy) within seven days from the date of issue after putting his signature and seal at the bottom of every page as a token of acceptance of the terms and conditions cited in the said LOI / work order. This LOI / work order as well as any other amendment or terms and conditions finalized mutually later shall be treated as part of the contract between IDCOL Ferrochrome & Alloys Ltd. and the contractor.

25. SERVICE NOTICE OF CONTRACT

The contractor shall furnish to the management name, designation and address of his / their authorized agents and all complaints, notice, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of posting and on the day which they were so delivered or left in case of delivery or leaving at the address, as the case may be. However, management will not be responsible for non-delivery of letters due to non-availability of the addressee for long absence or any other reasons. In case there is any change in the constitution of the contractor's firm / company then the same shall be forthwith notified by the proprietor of the



original firm / Managing Director of the company/ all partners of the partnership firm to the management of IDCOL Ferro Chrome & Alloys Ltd and management of IDCOL Ferro Chrome & Alloys Ltd may at its discretion allow or disallow the changed firm to continue the contract.

26. PENALTY FOR DELAY OR FAILURE IN EXECUTION OF THE PROJECT.

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

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

(iii). To measure up the work executed by the contractor and to get the remaining work completed by another contractor at the former's risk and expense in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the original contractor if work had been carried out by him/ them under the terms of the contract, the amount of such excess as certified by the management shall be final and binding upon him / them. These expenses shall be borne / paid by the original contractor. Otherwise these expenses may be deducted from any amount payable to the original contractor by IDCOL Ferro Chrome & Alloys Ltd. under the contract or otherwise or from his / their total security money.



27. IFCAL'S LIEN ON ALL AMOUNTS DUE

IFCAL has lien on all or any amount that may become due and payable to the contractor and also on the deposit made or security amount under the contract which may become repayable to him / them. The lien is also valid in respect of any debt or sum that may become due and payable to the IDCOL Ferro Chrome & Alloys Limited by the contractor. And further that IDCOL Ferro Chrome & Alloys Limited shall at all times be entitled to deduct from the contractor's bills and security money the said debt or sum due and repayable by him / them.

28. AUTHORITY OF IFCAL MANAGEMENT & OTHER LIABILITIES OF CONTRACTOR

a). The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time without any notice or assigning any reason. The contractor has to abide by the same.

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

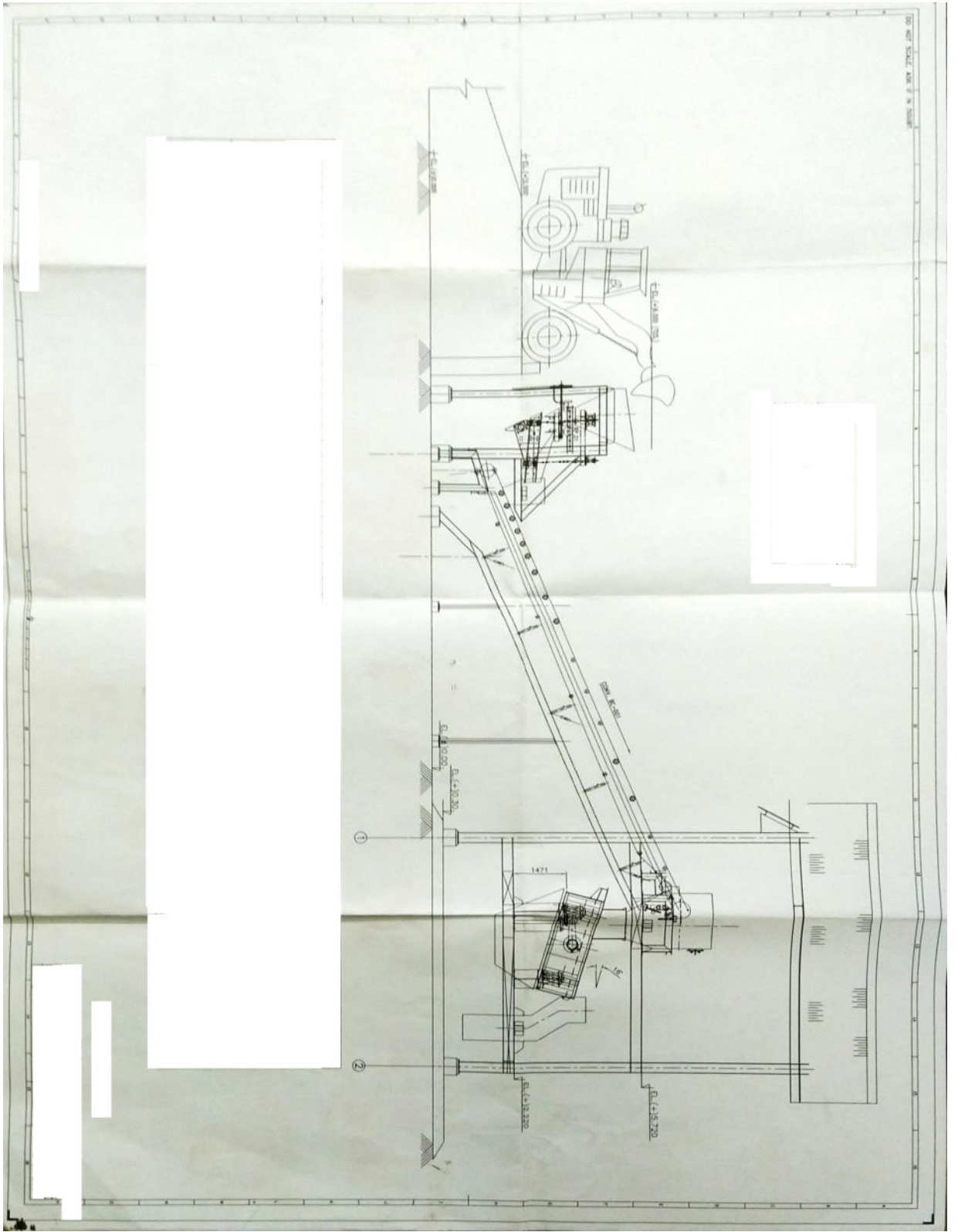
c).The management reserves the absolute right to terminate the contract at any time without assigning any reason thereof. In such event all statutory terminal dues in respect of contractor's workmen / staff are to be paid by the contractor.

d). The contractor and his workmen are to abide by prevailing factory discipline. The contractor and his / their workmen / staff should not misbehave with any of the officers / employees of IDCOL Ferro Chrome & Alloys Ltd on any occasion inside / outside the plant premises pertaining to the contractor's work or other wise failing which the contract will be terminated without any notice and the contractor will be black-listed. Failure to comply with any of the above terms and conditions shall be deemed to be breach of contract and the management shall at liberty to take any action on the contractor including termination of his / their contract. The



contractor and / or his authorized representative should always be present in the work spot to receive all communications and/or instructions given by the HRD Dept. and / or by any authorized personnel.

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





Notes: The structure cited in the Diagram is for reference only, the actual size and space may vary as per the requirement and availability of space at the plant site.

INDICATIVE LIST OF EQUIPMENT AND MACHINES

Sl.No.	Equipment / machine	Qty.
1.	<p><u>Receiving hopper</u> Receiving hopper (15 cum capacity) at middle of raw-material shed, made out of 10 mm thick MS plates, necessary stiffeners and supporting structure and tools as suitable. The receiving hopper shall have a grating made of MS plates 20 mm thick and height 150 mm and mesh size 100 mm square and shall be so designed that manual hammering and breaking shall be done over the hopper to separate + 100 mm Lumps.</p>	1 no.
2	<p><u>Vibrating feeder (At receiving hopper)</u> Type : Electro mechanical vibrating feeder with two unbalanced motors with individual control. Mounting : Suspension with rope, D shackles & turn buckles Capacity: : 30 MT / hour Material : Chrome ore (wet) Bulk Density : 2.3 to 2.7 MT / cum Trough : 1200 L x 600 B, 5 mm MS, Liner 10 mm thick Polymer Drive : 2 Nos of unbalanced motors (0.5 hp rating) with eccentric weights Power supply : 415 V, AC, 3 ph, 50 Hz. through VFD Duty : Heavy duty, continuous operation Make: Internal Combustion / Electromag/equivalent make.</p>	1 no.
3.	<p><u>Single deck vibrating screen with drive in the screening circuit (before dryer)</u> Capacity : 20 MT / hour Dimension : 1200 mm. width x 3000 mm. length Material to be screened : Chrome ore Mesh size : 20 mm x 20 mm Structure for screen system : Made of suitable size rolled steel joists, channels, including staircase, maintenance platform Make: Internal Combustion / Electromag equivalent make.</p>	1 no.
4	<p><u>Conveyors (BC-1)</u> Each belt conveyor shall have suitable head drum with diamond groove rubber lagging, suitable tail drum, carrying idlers and frame with troughing angle 24 degrees, return idlers with frame, impact idlers with rubber lagging, gravity or screw take up, bearings, adequate capacity geared motor (or drive motor with gear box) with VVVF drive, reverse lock mechanism. The conveyor belt shall be of M24 grade, 600 mm width, nylon / nylon, 3- ply, 2 mm bottom and 5 mm top rubber cover, required push bottom station, pull</p>	1set



	cord switch, belt sway switch, zero speed switch, walkway on one sides, canopy as required. The length of conveyor belt required is approximately 40 MTR. conveyor shall have adequate supporting structure, stringer, trestle, skirt board and foundation.	
5.	<u>Electrical items</u> (1). MCC for screening circuit shall be made of 16 SWG CR sheet, fabricated, free floor standing cubicle type enclosure, cable bottom entry, powder coated assembled with adequate size bus bar arrangement with 3 phases and neutral, so that during full load the bus bar will not be heated up with main incoming suitable ACB and 10 nos. of outgoing feeders with ammeter, voltmeter and 1 set of LED indicating lamp R,Y & B.	1 set
6.	All the required cables, safety switches, VFD control panels and other electrical materials suitable for screening circuit.	1 lot



TENDER REF. NO. : IFCAL/PRODN/RMH/1265

GENERAL BID

1. (a). Name of the bidder :
(firm / company)
- (b). Full address :
- (c). Tel. No. (land line/ Mob.) :
- (d). Fax No. :
- (e). E-mail ID :

2. Whether the bidder is a private/ :
public limited company or a
proprietorship firm or a
registered partnership firm
(Enclose copies of
Memorandum & Articles of
Association or partnership deed or
proof of proprietorship as the case
may be)

3. Date of establishment/ registration :
of the firm or incorporation of the
company
4. Date of commencement of business :

5. Name of the Managing Director
in case of company
or
Proprietor in case of proprietorship
firm
or
All the partners in case of partnership firm

6. Income tax PAN



(enclose a photo copy of the PAN card)

7. EMD details
 Amount :
 D/D or Banker's cheque No. & date :
 Issuing Bank :
8. Cost of tender document :
 Amount :
 D/D or Banker's cheque No. & date :
 Issuing Bank :
9. GST registration no. :
 (Enclose a photo copy of GST registration certificate)
10. EPF Registration No. :
11. ESIC Registration No. :

CHECK LIST

Sl.No.	Document to be submitted	Submission status (Strike off the inappropriate)
10.	Proof of execution of 1 (one) no. screening plant project of capacity not less than 8 MT/hour on turnkey basis as stated in the eligibility criteria. (Photocopy of work order and photocopy of performance certificate or completion certificate issued by the client to be submitted)	Submitted / Not submitted
11	List of clients with details such as work order no., job description, cost, and date of completion (during the period from January,2015 to December,2020)	Submitted / Not submitted
12	Copy of audited balance sheets and profit & loss accounts for the financial years.2017-18,2018-19 & 2019-20	Submitted / Not submitted
13	Has your technical / design expert properly assessed the site condition ? (Tick mark)	Yes / No
14	List of deviation, if any, from our project concept / scope	Submitted / Not submitted



15	Bar chart for completion period of various activities to be submitted	Submitted / Not submitted
16	List of extra equipment, if any, besides the list given.	Submitted / No extra equipment required
17	Copy of income tax returns for the 3 (three) financial years i.e., 2017-18, 2018-19 & 2019-20.	Submitted / Not submitted
18	Affidavit duly notarized with regard to not blacklisted by any Govt./Semi Govt. organization/ PSU	Submitted / Not submitted

Certified that the statements/ particulars furnished by me/ us in the General Bid and the documents/ credentials provided by me/us are true/ genuine to the best of my knowledge and belief. In case any of these are found to be untrue/ fake/ forged / misrepresented either during the tender process or during the execution of the contract, I/we shall have no objection to the forfeiture of my / our EMD/ security deposit and cancellation of the letter of intent / work order, if issued, at my/ our risk & cost. In such case, I/ we undertake to refund to IDCOL Ferro Chrome & Alloys Ltd any amount of money received from IDCOL Ferro Chrome & Alloys Ltd against the contract.

Certified that I/we have visited the site and have assessed the conditions there in and the bid is based on my / our full understanding of the nature, circumstances and scope of the tender/ contract.

Certified that I/we possess due authority to submit the bid (enclose certified copy of such authorization, wherever applicable).



TENDER REF. NO. : IFCAL/PRODN/RMH/1265

PRICE BID

The price bid will consist of five parts (Part-I to Part-V) as briefly described in the following summary. The contractor's design and concept along with any modifications mutually finalised by IFCAL and the contractor shall be the basis for the final scope of the project. The contractor shall execute the project within the negotiated total price. The prices quoted in the formats will be treated as based on this mutually finalized design, concept, BOQ and specifications.

Part no.	Description	Quoted price excluding GST
Part - I	Execution of all civil works including the civil work for foundations of machine to be located including cost of materials.	
Part - II	Supply of equipment, machines & materials (mechanical items only) N.B : Some equipment may need to be fabricated / assembled at site.	
Part - III	Supply of equipment, machines & materials (electrical items only)	
Part- IV	Erection, testing, trial run and commissioning N.B : Erection work includes erection of steel structures, machines, equipment, conveyor belts and all component parts of the project, painting of steel structures, etc.	
Part - V	Charges for supervision of operation and maintenance for one month post- commissioning (one supervisor to be engaged)	

GRAND TOTAL AMOUNT (excluding GST) : Rs.....

GRAND TOTAL AMOUNT (in words) : Rupees

.....

- Note :
- 1). If there is any discrepancy in the amount entered in figures and the amount entered in words, then the amount stated in words will be considered.
 - 2). The detailed break-up of the price is to be submitted in the attached price break-up sheet.
 - 3). GST will be paid extra as applicable.