

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

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Web.www.ifcal.ori.nic.in



TENDER DOCUMENT FOR

**CLEANING & SANITATION WORK AT PLANT SITE AND
COLONY OF IDCOL FERRO CHROME & ALLOYS LTD., ON
ANNUAL CONTRACT BASIS**

Signature of tenderer
(seal with date)



IDCOL FERRO CHROME & ALLOYS LIMITED

JAJPUR ROAD

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IDCOL FERRO CHROME & ALLOYS LIMITED

JAJPUR ROAD

Tender Notice: IFCAL/HRD/1062

Date:28.08.19

TENDER NOTICE

FOR

**CLEANING & SANITATION WORK AT PLANT SITE AND COLONY OF
IDCOL FERRO CHROME & ALLOYS LTD., ON ANNUAL CONTRACT
BASIS.**

Period of Downloading of Tender document : 30.08.2019 to 09.09.2019.

Last date & time of submission of tender : 12.09.2019 (5 P.M)

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

**Sd/-
MANAGING DIRECTOR**



IDCOL FERRO CHROME & ALLOYS LIMITED

JAJPUR ROAD

INFORMATION SHEET

- | | | |
|-----|--|--|
| 1 | Name of the work | : CLEANING & SANITATION WORK AT PLANT SITE AND COLONY OF IDCOL FERRO CHROME & ALLOYS LTD., ON ANNUAL CONTRACT BASIS |
| 2. | Contract Period | : One year w.e.f. the date of issue of Letter of Intent. |
| 3. | Date of downloading of tender paper from website | : 30.08.2019 to 09.09.2019 |
| 4. | Mode of submission of tender paper | : By Regd. Post / Speed Post / Courier Service only. |
| 5. | Last date and time of receipt of tender (unless extended) | : 12.09.2019 (5 P.M.) |
| 6. | Address where tender is to be submitted | : The Managing Director,
IDCOL Ferro Chrome & Alloys Ltd.,
P.O: Ferro Chrome Project,
Jajpur Road, Dist: Jajpur – 755 020 (Odisha) |
| 7. | Date, time and place of opening of General Bid of the tender (unless extended) | : 13.09.2019 at 3.30 P.M
Place- Conference Hall of IFCAL |
| 8 | Date, time and place of opening of Price Bid of tender | Will be intimated to eligible tenderers |
| 9. | Cost of tender paper | : Rs. 590/- (Rupees Five hundred and ninety only including GST) in shape of Demand Draft / Banker's cheque / Pay Order drawn on any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Ltd payable at Jajpur Road. |
| 10. | Amount of earnest money | : Rs.2,00,000/= (Rupees two lakh only) to be deposited in shape of Demand Draft / Banker's cheque / Pay Order drawn on any nationalized bank in favour of IDCOL Ferro Chrome & Alloys Ltd payable at Jajpur Road. |
| 11. | Total nos. of sheets of tender document. | : 34 (page no.1 to page no.34) |

Signature of tenderer
(seal with date)

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GENERAL CONDITIONS OF CONTRACT(GCC)

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 Odisha Ltd.
- (b) Management means Managing Director, IDCOL Ferro Chrome & Alloys Ltd. or his authorized representative.
- (c) The Company or the Corporation wherever mentioned shall mean IDCOL Ferro Chrome & Alloys Ltd., a wholly owned subsidiary of Industrial Development Corporation of Odisha Ltd. The abbreviation IFCAL wherever used shall mean the company IDCOL Ferro Chrome & Alloys Ltd.
- (d) Authorized representative of IFCAL shall mean the officers / supervisors or In-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 IDCOL Ferro Chrome & Alloys Ltd. The tender may also be called the bid and the tenderer as the bidder.
- (f) Contractor shall mean the person, firm or company who is awarded with the contract or work order / LOI by IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road and shall include their executors, administrators, and successors and permitted assigns.

Signature of tenderer
(seal with date)

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- (g) Contract shall mean and include the tender schedule duly filled in and signed by the successful tenderer and the tender papers comprising, the cover page, index, the short tender notice information sheet, instructions to tenderers and General Conditions of Contract, Special Conditions of Contract, credentials and documents received from the successful tenderer, scope of work, any other terms and conditions mutually agreed, letter of intent & work order.
- (h) Month shall mean English calendar month.
- (i) Words incorporating the singular only also include the plural and vice versa where the context so requires.

2. TENDERER TO STUDY TENDER DOCUMENTS CAREFULLY:

The tenderer shall study the tender document carefully. Before submission of tender, he/ she/they should visit the site and satisfy himself/ herself/ themselves as to the local conditions, the volume and nature of work, the conditions of working, effective labour to be involved, statutory requirements to be complied with, which will help the bidders to consider all such factors during estimation for performing services as indicated in this Tender Document. 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 at the quoted / negotiated 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 SUBMITTED BY PARTIES OTHER THAN INDIVIDUALS:

When the tenderer is a party other than an individual (as stated in the General Bid format) the tenderer shall disclose the nature, constitution and registration of the tendering firm

and the tender papers shall be signed by a person or persons duly authorized by the said firm by means of a legally valid document which shall be attached with the tender.

Signature of tenderer
(seal with date)

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4. TENDERS LIABLE FOR REJECTION:

The following tenders are liable to be rejected summarily.

- (i) Tender submitted by a tenderer who resort to canvassing.
- (ii) Tenders, which do not fulfill any or all of the conditions laid down in the tender documents or are incomplete in any respect.
- (iii) Tenders which contain uncalled for remarks or any alternative / additional conditions.
- (iv) Any person / firm / company who had been previously awarded any work but have failed to execute the work satisfactorily due to reasons attributable to him/her/them or have past records of unruly conduct and misbehavior inside or outside the plant premises pertaining to his/ her/ their work / contract or otherwise shall not be eligible to participate in the tender. If such a person / firm / company submits a tender and the same is received by mistake or oversight, the same would be liable for rejection.

5. DOCUMENTS TO BE FURNISHED ALONGWITH THE SUBMITTED BIDS:

For submission of tender, the tenderers are required to return the set of tender documents comprising the "General Bid", the "Price Bid" and the remaining part of the tender documents such as cover page, index, short tender notice, information sheet, pages containing the instructions & General Conditions of Contract, pages containing the Special Conditions of Contract, annexures to the tender document, as well as the credentials, documents, EMD & the cost of tender document asked for in the tender. The tender is likely to be ignored if complete information is not given therein or the particulars asked for in the "General Bid" format and the "Price Bid" format are not duly filled in. The tenderer or his/ her/ their authorized person who signs the bids has to put his / her full signature and affix his/ her seal on all pages of tender paper submitted as a token of acceptance of the terms and conditions stipulated in the tender.

Signature of tenderer
(seal with date)

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6. (A) **INSTRUCTIONS REGARDING SUBMISSION OF BIDS**

This tender document has prescribed a two-bid format for submitting the bids. The “General Bid” format and the “Price Bid” format shall be detached from the set of tender documents and then duly filled in. These filled in bids shall be kept in separate covers one of which shall be super scribed as “General Bid” & the other as “Price Bid” as the case may be. The covers, thereafter, should be duly sealed. The list of enclosures to be furnished with the General Bid is given at Clause no: 7 of the General Conditions of Contract. Both the abovesaid sealed covers should be kept inside a bigger cover which shall be duly sealed thereafter and then sent to the addressee as given below by Regd. post/ Speed post/ Courier service.

Each of the sealed covers, i.e., the sealed cover for General Bid, the sealed cover for Price Bid and the bigger sealed cover containing both the aforesaid sealed covers should be super scribed with the “Tender Notice No. and should bear the name and address of the tenderer.

The Managing Director,

IDCOL Ferro Chrome & Alloys Ltd,

P.O : Ferro Chrome Project, Jajpur Road,

Dist. Jajpur – 755020 (Odisha).

- (B). The tenderer should use separate piece of paper where the space provided in the formats attached to this tender document set is not sufficient for submission of information.

Signature of tenderer
(seal with date)

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- (C). The bidders should send tenders by Regd. post/ Speed post/ Courier service only. The tenders received by any other means will not be taken into consideration. IDCOL Ferro Chrome & Alloys Ltd shall not be responsible for postal and any other kind of delay in receipt of the tender(s).
- (D). If the last date of receipt of the tenders/bids turns out / is declared to be a holiday, it will automatically be extended to the next working day.
- (E). Any or all of the tenders (or bids) received can be rejected without assigning any reason thereof. No claim, whatsoever, shall be admissible for the loss suffered by the bidders on account of such rejection. The management is not bound to accept the lowest rate in deciding the tender.

7. List of enclosures to be furnished with General Bid

- (i). Instrument for earnest money deposit.
- (ii). Instrument for cost of tender paper
- (iii) Documentary evidence towards legal status in case the tenderer is not an individual (Copy of Memorandum & Articles of Association in case of company limited by shares, copy of partnership deed in case of partnership firm, evidence of proprietorship in case of proprietary concern, for example, GST registration certificate or any other proof mentioning the tenderer as the proprietor).
- (iv). Copy of proof of experience and eligibility credentials in line with the eligibility criteria mentioned at clause no.1 of the Special Conditions of Contract.
- (v). Copy of Income tax PAN card.
- (vi). Copy of GST registration certificate / document.
- (vii). Copy of EPF Registration Certificate.
- (Viii). Copy of ESI Registration Certificate.

Signature of tenderer
(seal with date)

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IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD

8.(a) **QUOTING THE RATE**

The tenderer shall quote monthly service charges in lump sum rupees. The monthly service charges shall be quoted in Indian rupees. The monthly service charges shall be written in figures as well as in words. The break-up of the quoted monthly service charges is to be submitted in the prescribed format with the Price Bid. Prior to submitting the bid, the bidder should visit our site and assess the quantum and nature of work.

The bidder shall bear all the cost associated with preparation and submission of bid. Prior to submitting the bid, the bidder should visit our site and assess the quantum and nature of work.

The required tools & tackles for cleaning work and the materials for sanitation work shall be provided by IFCAL to the contractor.

(b) **PRICE VARIATION FORMULA**

In case IDCOL Ferrochrome & Alloys Ltd., enhances the wages of Unskilled labour, then the price (i.e., the monthly service charges payable to the contractor) will be enhanced as per the following formula and this revision will be applicable from the effective date of the implementation of enhanced wages as declared by IDCOL Ferrochrome & Alloys Ltd.

For this revision, 90% of the monthly service charges originally mentioned in the Work Order/Contract shall be taken as the base labour cost component and the percentage increase in unskilled labour wages will be calculated by taking the unskilled labour wages prevailing on the date of issue of tender notice as the base wages for unskilled labour.

Let, the Work Order rate (i.e., the monthly service charges mentioned in the Work Order) be A,

Then, the labour cost component in the Work Order rate = (0.9) A

Let, the increase in unskilled labour wage = P% (with respect to the base unskilled labour wages). Then, the revised rate (i.e., the revised monthly service charge) will be =

$$(0.1) A + (0.9) A \times (1 + P/100)$$

Signature of tenderer
(seal with date)

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9 (A). SCOPE OF WORK:

(1) SWEEPING, MOPPING/WASHING FLOORS.

Sweeping, mopping / washing of floor area of all rooms / corridor / halls / varandahs / carpet areas in Administrative Office building, Office rooms of all the department/sections, furnace control rooms, shift offices, work shop, rest sheds, vehicle sheds, Works canteen, Transit house, M.D's Residence, RMHS Office, Laboratory, IFCAL Dispensary, Clubs (3 nos.), Stores, Time Office, Security Office, Plant Pump House & other utility areas etc..

Exclusion : Furnace floors & CPP are excluded.

Frequency : Once on every working day or as may be intimated depending upon the requirement.

(2) WASHING & CLEANING OF TOILETS, LAVATORIES, WASH ROOMS.

Washing and cleaning of all toilets, lavatories, wash rooms, wash basins and water closets(i.e. urinals, W.C. pans etc.) installed inside the Plant premises, Transit house, M.D's Residence, IFCAL Dispensary, Clubs, Temple, Union office etc.

Exclusion : The residential quarters are excluded.

(N.B.: The job also includes washing of floors with disinfectants which will be supplied by IFCAL)

Frequency : Once a day or depending upon requirement that may be instructed by the authorized official.

(3) SWEEPING OF ROADS/APPROACH PASSAGES/CONCRETE FLOORINGS IN OPEN SPACES.

Sweeping of roads/approach passages in all the utility areas inside the Plant, sweeping of areas (only when required) within the compounds/ in the courtyards of designated buildings,

sweeping of approach roads to administrative building, workshop, furnace building, works canteen, Laboratory, Stores, RMHS, sweeping of weighbridge platforms.

Frequency : Once on every working day or as may be instructed depending upon the requirement.

Signature of tenderer
(seal with date)

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(4) CUTTING OF SHRUBS, BUSHES, GRASS, VINES, CREEPERS.

Cutting of shrubs, bushes, grass, veins, creepers in the utility areas of Plant and Colony as well as those on both sides of internal roads of the colony, security barrack, sweepers barrack, surrounding area of Dispensary, Transit house, clubs, colony sub-station and residential quarters, market complex area, etc.

Approximate length of internal roads of colony, sweepers barrack,

Security barrack in the housing area : 5000 m.

Approximate length of internal roads of Plant : 500 m.

Frequency :

For cutting inside Plant premises: Once in every month.

For cutting in residential areas: Once in every month.

(5) CLEANING OF SEWERAGE DUCTS & CHAMBERS.

Cleaning of sewerage ducts and chambers of the colony and security barrack as and when required.

Approximate length of sewerage line: 3000 m.

Frequency of cleaning: 4-5 times in a year or as per the instruction of the authorized official or depending on requirement.

(Certain stretches may require more frequent cleaning)

(6) CLEANING OF DRAINS.

Cleaning of roadside drains inside colony, security barrack and inside the Plant area as and when required.

Approximate length of drains: 3500 m.

Frequency of cleaning: 3-4 times in a year as per the instruction of the authorized official.(Certain stretches may require more frequent cleaning)

In case of choking of drains, sewers or water flow passages due to heavy rain, storm etc., the same should be cleared on priority basis by the contractor through his sufficient manpower.

Signature of tenderer
(seal with date)

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(7) WASHING AND CLEANING OF UTENSILS & COOKWARES.

Washing and cleaning of utensils, bowls, cookwares, dining table tops, kitchen platforms after lunches / dinners / tiffin in Works Canteen as well as in the transit house, M.D's Residence or any other official mess.

Frequency :

- This canteen service is to be provided everyday during the contract period without break. The contractor should engage sufficient manpower separately in two shifts ("A" & "B") to finish above jobs in time.
- Whenever required the contractor shall engage his labours to clean the water tanks and drains in the canteen premises as per the instruction of the authorized official.

In addition the above, the contractor shall also carry out the following tasks.

- (a) Any other manual work casually required for maintaining cleanliness, hygienic condition in any other area whether inside plant premises or inside residential area shall be undertaken.
- (b) In case of sweeping jobs and cutting of shrubs, bushes, grass etc., the debris, rubbish, litters, garbage etc. should be collected and dumped at a suitable place of disposal as per instruction of the authorized official.
- (c) The contractor shall maintain a record of jobs carried out / completed by him on day-to-day basis. This record will be inspected and signed by the authorized official of IFCAL.
- (d) The contractor shall maintain a record of detergents, disinfectants, consumables, tools, cleaning equipments / accessories issued to them as well as the consumption of the materials.

- (e) The contractor or his authorized representative shall visit the plant on every working day, meet/contact IFCAL's authorized official and take instructions regarding the cleaning jobs planned for execution. He shall supervise the jobs and ensure that the jobs allotted to him are executed satisfactorily.

Signature of tenderer
(seal with date)

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- (f) The performance of the contractor will be reviewed from time to time. If the performance is found to be unsatisfactory, then management of IFCAL may cancel the work order and forfeit the security deposit or impose any other penalty as deemed proper.
- (g) Cleaning and washing jobs in Works Canteen will be carried everyday including declared holidays. The execution of sanitation jobs in other areas on declared holidays will be decided by the authorized official of IFCAL and the same will be intimated in advance verbally / telephonically to the contractor or his authorized representative.

(B) IFCAL'S RESPONSIBILITY

- (i) IFCAL will arrange and provide equipments/tools/accessories for use in sanitation jobs.
- (ii) IFCAL will arrange and provide detergents, disinfectants or any other cleaning liquids/chemicals/sprays for use in sanitation jobs.

10. **EARNEST MONEY:**

The tenderer is required to deposit the earnest money as specified in the "Information Sheet" of the tender document. The earnest money should be deposited in shape of Demand Draft / Banker's Cheque / Pay Order issued in favour of "IDCOL Ferro Chrome & Alloys Ltd.," by any nationalized bank payable at Jajpur Road. The instrument of the earnest money should be enclosed with the General Bid and detail particulars should be mentioned in the relevant place.

Tenders without earnest money or with partial earnest money will be summarily rejected.

No interest is payable on earnest money. Earnest money of the successful tenderer will be converted to initial security deposit.

Earnest money of unsuccessful tenderers will be refunded within 15 days from the date of acceptance of letter of intent / work order by the successful tenderer.

Signature of tenderer
(seal with date)

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IDCOL FERRO CHROME & ALLOYS LIMITED

JAJPUR ROAD

11. **SECURITY DEPOSIT**

On the acceptance of the tender, the earnest money deposited by the successful tenderer shall be converted to initial security deposit. No interest is payable on security deposit at the time of refund to the contractor. However, refund of security money is subject to satisfactory execution of the contract.

12. **VALIDITY OF TENDER:**

The tender shall remain valid for a period of 90 days from the date of issue of tender notice. During the period of validity, if a tenderer wants to withdraw from the bidding process, then his earnest money shall be forfeited.

Signature of tenderer
(seal with date)



IDCOL FERRO CHROME & ALLOYS LIMITED

JAJPUR ROAD

13. **OPENING OF TENDER:**

The “General Bid” of the tenders received within the due date shall be opened first and scrutinized. The date, time and place of opening of the General Bids is mentioned in the “Information Sheet” (Page no:4 of the tender documents). If the number of tenders received within the last date of submission as mentioned in the Information Sheet is not enough in the opinion of the Management, then the Management has the discretion to extend the due date of submission in which case the opening of the General Bid will be deferred. No claim shall be admissible for any consequential loss suffered by the tenderer. However, the tenderer or his/ her/ their representative may attend the “General Bid” opening on the latest prescribed date. The Price Bids of those tenderers who qualify in the General Bid evaluation or are otherwise found suitable shall be opened on a subsequent date. After the General Bid opening but prior to Price bid opening, the management may call for any other credentials / documents not specifically mentioned in the tender document to test the eligibility. The bid which is found to have not fulfilled the conditions stipulated in the tender document or found failed in eligibility scrutiny shall be rejected.

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

Signature of tenderer
(seal with date)

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14. **DECIDING BY LUCKY DRAW IN CASE OF TIE FOR L1 PRICE**

In the event of quoting of the same L₁ price by more than one tenderer, the successful tenderer for the job shall be decided by the 'Lucky Draw' procedure to be conducted by the tender committee. The 'Lucky Draw' may be witnessed by the L₁ tenderers who will be given prior intimation regarding the date, time & venue of the 'Lucky Draw' event. The 'Lucky Draw' procedure adopted by the Management for selecting the successful bidder is final and binding for all purposes and no complaint in this regard will be entertained.

15. **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 the right to reject any or all tender.

16. **ADDITIONAL SECURITY MONEY:**

Three percent value of each monthly bill of the contractor shall be deducted for the entire period of contract including the extended period, if any and shall be retained by IFCAL till completion of the work as "Additional Security Deposit". No interest is payable on the above mentioned "Additional Security Deposit" amount. This amount shall be refunded after satisfactory execution of the contract and clearance of all dues of workmen engaged by the contractor after obtaining no objection certificate from the concerned

departments / authorities. The contractor is to deposit the full amount of GST in due time as certified against the bill. The contractor should produce proof of deposit of statutory dues for every month by the 20th day of the succeeding month failing which release of payment may be held up.

Signature of tenderer
(seal with date)

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IDCOL FERRO CHROME & ALLOYS LIMITED

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17. ACCEPTANCE OF LOI :

Finalization of the tender shall be intimated to the successful tenderer by means of a **Letter of Intent (LOI)** which shall be sent by registered post/ speed post/ courier service/ hand delivery to the address submitted by the tenderer in the bid document. The successful tenderer may also be telephonically instructed by the HRD Deptt. to collect the same. The tenderer has to submit the acceptance of the LOI by signing the duplicate copy of LOI within five days of issue of LOI after which work order shall be issued in their favour in due course. The subject work shall be commenced from the date which will be mentioned in the LOI. In the event of non delivery of LOI for any reason whatsoever, i.e., either due to delay / lapse by postal / courier service or absence of addressee at his/ their place, Management will not be responsible for the same. It is the responsibility of the L1 tenderer to visit our Works everyday or once every two days during the period post opening of Price Bid to collect information or correspondences or intimations regarding finalization of tender / receipt of LOI. If the successful tenderer fails to receive/ obtain/ collect intimations / correspondences / letters / LOI within seven days from the date of issue then IFCA management reserves the right to forfeit his / her / their EMD and in such case of forfeiture, the LOI will be cancelled. Also, in such case, IFCA has the option to blacklist the tenderer.

18. SERVICE NOTICE OF CONTRACT:

The contractor shall furnish to the management name and address of his authorized representatives for necessary communication of day-to-day instruction/information. 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 of award of contract in favour of a partnership firm, any change in the constitution of the firm shall be forthwith notified by the contractor to the management and management may at its discretion allow or disallow the changed firm to continue the contract.

Signature of tenderer
(seal with date)

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19. (i). **CONTRACT PERIOD:**

The work order shall initially be valid for a period of one year. The validity period may be extended in phases for two years each time for a period of one year subject to mutually consent between both the parties, i.e. the Sanitation Contractor and the Company IDCOL Ferrochrome & Alloys Ltd. If the sanitation contractor is not willing for one year extensions, then the validity will be extended by three months. The contractor is to accept/abide by such three months extension failing which his security deposit will be forfeited.

(ii). **PREMATURE TERMINATION OF CONTRACT**

If it is deemed necessary by the management to terminate the contract at any point of time, then the management shall intimate this decision to the contractor with at least 30 (thirty) days' prior notice to stop engagement of his / her/ their labour. The contractor has to abide by and carry out such decision of the management unconditionally and without any complaint. Also he/ she/ they cannot claim any damages / compensation on account of such termination of contract.

(iii). During the contract period, in the event of detection of any fraudulent documents submitted by the contractor along with the tender at any stage under any circumstances/ at any point of time during the period the contract, the contract shall be terminated with issue of a rescission notice addressed to the contractor at his/ her/ their own cost and risk. Accordingly the security deposit lying with the management thereof shall be forfeited.

Signature of tenderer
(seal with date)

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IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD

20. WORKING HOURS:

Labours supplied by the contractor will be required to do their normal duty in various shifts as per requirement of the management. In this regard, the contractor shall abide by the instruction of the Officer-in-charge and engage his staff accordingly.

21. CONTRACTOR LIABLE FOR HIS EMPLOYEES:

The contractor shall engage such labours who are suitable as well as physically and mentally fit for the awarded job detailed under scope of work. The labours 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 of his employees and shall be responsible for their conduct. For any disorderly conduct of the labours of the contractor, any unfair practice of inciting violence, instigation of wrongful behavior / conduct, raising of subscription, offering / taking bribes or other gratification, any other practice for fomenting labour unrest or otherwise affecting the working condition in the factory the contractor shall be held responsible and penalized with a penalty as deemed proper or forfeiture of the security money, or any action at the discretion of management which will be binding on the contractor

22. PAYMENT:

Monthly bill shall be raised by the contractor towards execution of work and submitted to the HRD department within a week in the subsequent month along with the proof of wages paid, statutory deposits made. Bills should be submitted in quadruplicate. Payment will be made after due verification of payment sheet with the attendance record and approval of the same. The contractor shall attach proof of deposit of statutory / other dues, if any, of the previous month.

Signature of tenderer
(seal with date)

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IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD

23. RETURN OF SECURITY DEPOSIT:

The security deposit & the additional security deposit shall remain at the entire disposal of IDCOL Ferrochrome & Alloys Ltd towards satisfactory performance of the contractor and his/ her/ their conformance to the terms and conditions of contract. IFCAL 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 free of interest on presentation of an absolute no demand certificate from HRD department.

24. DISPUTE AND ARBITRATION:

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.

25. LEGAL JURISDICTION

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

26. 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
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SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. Eligibility criteria.

The bidder should have executed during the last five years (i.e. 01.06.2014 to 31.05.2019) at least one annual contract in respect the jobs similar to those stated in the scope of work (Clause No.9 of GCC)

-OR-

The bidder should have supplied manpower on annual contract basis during the last five years as above for execution of jobs similar to those stated in the scope of work (Clause No.9 of GCC).

The bidder shall enclose along with the General Bid:-

- (i) The list of clients for who they have executed above said contracts.
- (ii) Copy of at least one annual contract in respect of execution of above type of jobs or annual contract for supply of manpower of carrying out similar jobs.
- (iii) Copy of at least one satisfactory completion certificate issued by the client whose copy of work order/contract the bidder encloses with the General Bid.

2. Labour Laws.

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

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orders passed by the Government or the appropriate authorities and as amended from time to time. It is the responsibility of the 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.

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3. Fringe Benefits.

The contractor has to extend to his/ her/ their labours all the prevailing facilities (i.e., wages, benefits, allowances and other facilities) which are applicable to the contractor workers being engaged under various contractor establishments in IDCOL Ferro Chrome & Alloys Limited.

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.

4. Maintenance of Records & Registers.

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

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.

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5. Payment of Bonus.

The contractor is liable to make 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). The contractor shall make payment of this minimum bonus to each of his/ her/ their workmen every month alongwith the wages towards the duty performed by the concerned workman in the preceding month. Any enhanced amount of bonus beyond this minimum value will be paid by the contractor to his workmen before Durga Puja holidays within the time limit prescribed under the Act / stipulated by the management of IFCAL. Also the contractor will be reimbursed this enhanced amount. In case a revision in the bonus is made by the management or any gift / special benefit is granted to workmen, then these benefits will be passed on to the workmen. In such cases, the contractor shall release these benefits to his workmen and he will be reimbursed the equivalent amount on submission of the proof of payment / release of the benefit by him to his workmen.

Signature of tenderer



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6. THE E.P.F & M.P ACT,1952

The contractor has to enroll all his workmen under the EPF & M.P 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 the 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. In case of any non-compliance on this score and / or penalty imposition by the EPF authorities, the contractor shall be solely responsible for the same and under no circumstances, the Management as the Principal employer will be 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.

7. 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 into the plant. The contractor has to deposit both the employer's share and the employee's share of contribution within the stipulated time period before the authority concerned. The contractor has to maintain the required records and report all accidents occurring to his workmen to the ESI authorities as well as the Inspector

of Factories on the day of occurrence of the accident endorsing a copy to HRD Department and the Safety Officer of IFCAL. 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 the Principal Employer is made liable, then 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.

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8. Paid Holidays.

The contractor has to make payment to his/ her/ their labourers for the national holidays, festival holidays and other declared holidays as may be declared by IFCAL from time to time. Holidays declared by the Government on account of election to the Loksabha, the State Legislative Assembly, Gram Panchayat and Urban local bodies shall also be regarded as holiday & the contractor shall make payment of wages for above holidays & such amount will be reimbursed on submission respective payment sheet. The paid holidays which will be declared by the management of IDCOL Ferro Chrome & Alloys Ltd. for its regular employees will also be applicable to the contractor establishment also and the contractor shall declare the said holidays as paid holiday. In such case, he/ she/ they shall make payment to his/ her/ their labourers wages / extra wages as applicable during the same month.

9. Attendance Card.

The contractor shall issue Attendance card-cum-Gate Pass to each of his workmen each month under the name of his establishment in a printed format duly approved by the HRD Department. The workmen will be required to produce such cards before the Officer-in-charge at the beginning of duty for recording of attendance as well as for inspection and checking during the course of work inside the factory/colony.

The contractor shall maintain an attendance register where daily attendance will be recorded. The contractor shall furnish a copy of the attendance record for each month to HRD Deptt.

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The authorized Officials of IFICAL shall have the right to verify the attendance register of the contractor and the register shall be signed by the contractor in each shift.

In case of dispute regarding attendance of a particular labour the attendance recorded by the Officer-in-charge shall be final and binding on the contractor.

In the event of termination of service/resignation/voluntary abandonment of duties by any of the contractor's workman, the contractor shall surrender the gate pass of such workman at HRD Deptt. and will make necessary entries in the attendance register/adult register under intimation to HRD Deptt. In such cases, the contractor has to pay the terminal dues to such workman as per rule.

10. Terminal Dues.

Immediately after completion / termination of the contract period, the contractor has to issue notice informing his/ her/ their workmen to collect their final dues if any, from him/ her/ them. The copies of such notices should be endorsed to the HRD Dept. After paying all terminal dues to his/ her/ their workmen, the contractor should deposit all registers, payment sheets etc. in the HRD Dept. before applying for release of security deposit.

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(seal with date)



IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD

ANNEXURE – ‘A’

The rate of wages and related charges are given below for engagement of unskilled category labour prevailing w.e.f. 30.10.2018 in IDCOL Ferro Chrome & Alloys Ltd, Jajpur Road.

Sl. no.	Description	Un-skilled (Rs)
1	Minimum Wages	345.00
2	Employer share of Provident Fund @ 12% of wages	41.40
3	Administrative charges of Provident Fund @ 0.5% of wages	1.72
4	EDLI of P.F @ 0.5% of wages	1.72
5	Employers share of contribution @3.25% on wages & allowance	11.72
6.	Bonus @ 8.33% subject to calculation under the payment of Bonus Act 1965	19.17
7	Conveyance Allowance per day	3.00
8	Washing Allowance per day	3.15
9	Other Allowance per day	1.50
10	Molasses and banana per day	8.00
11	Safety appliances per day	2.00
12	Picnic allowance per day	0.16
13	Leave wages @ 5% of wages	17.25
14	National and Festival holiday wages @ 2% of wages	6.90
15	Retrenchment benefit @ 4.81% of wages	16.59

16	Income Tax @ 1% of wages	3.45
17	Cost of dress per day	3.28
	Total	486.01

Signature of tenderer
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GENERAL BID

Details of the Tenderer

1. Name of the tenderer (i.e, Name of the individual / Name of the firm / Name of the company) :
2. Father's name of bid signing person :
3. Tenderer's complete address for correspondence :
4. Tenderer's fax, landline phone no, :
Mobile phone no. :
:
5. Tenderer's e-mail ID :
6. Legal status of the tenderer (Mention whether individual / Proprietary concern / Partnership firm / Public Limited Company / Private Limited Company & enclose documentary evidence only in the case where the tenderer is not an individual) :
7. Name of Proprietor / Managing Partner / Managing Director as the case may be :
8. GSTIN :
- (Enclose copy of GST registration certificate)
9. Income tax PAN :

to which GSTIN is linked
(Enclose copy of above PAN card)

10. EPF Registration & Code number :
11. ESI Registration & Code number :
12. Labour License number & date :

Signature of tenderer
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12. Whether the tenderer was awarded any:
contract job at IFCAL in the past two years
2016-17, 2017-18 and had failed
to execute the same
(Mention Yes or No.)

13. Earnest money details
- In figures :
- In words :
- D.D / Bankers Cheque/ Pay Order no.& date :
- Name of the issuing Bank & Branch :

14. Cost of tender paper
- In figure : In
- words :
- D.D / Bankers Cheque/ Pay Order no.& date :
- Name of the Bank & Branch :

N.B : The tenderer is to put his/ her signature and the seal of the firm/ company/
individual on all the documents submitted as well as the copies of credentials / certificates
furnished.

Signature of tenderer
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CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

Sl.no.	Documentary evidence / credentials / certificates / EMD / Cost of tender paper	Status of submission (Please tick in the appropriate column)	
		Submitted	Not submitted
1	Instrument of earnest money		
2	Cost of tender paper		
3	Documentary evidence towards legal status in case the tenderer is not an individual (Copy of Memorandum & Articles of Association in case of company limited by shares, copy of partnership deed in case of partnership firm, evidence of proprietorship in case of proprietary concern, for example, GST registration certificate or any other proof mentioning the tenderer as the proprietor)		
4	Proof of experience and copy of eligibility credentials(See Eligibility Criteria at Clause No.1 of the SCC)		
5	Copy of Income tax PAN card		
6	Copy of GST registration certificate		
7	Proof the EPF code number		
8	Proof of ESI code number		
9	Proof of Valid Labour License		

UNDERTAKING BY THE TENDERER.

Certified that the above particulars are true to the best of my knowledge and belief. In case any statement furnished above or any document submitted by me / us with the General Bid is found to be

false / forged/fake/misrepresenting the facts at any stage of tender process or even during execution of contract, then I / we shall have no objection to forfeiture of my/ our EMD/ security deposit and cancellation of work order, issued if any, at our risk and cost.

I / we also certify that I / we have visited the site and inspected the work environment and local conditions. My/ our bid is based on my/ our full understanding about the job.

In case the annual contract is awarded in my/ our favour, I / we agree that IFCAL may forfeit my / our earnest money and cancel the work order at any stage if in their opinion, I/ we have failed to execute the contract in accordance with the terms & conditions agreed.

Signature of tenderer
(seal with date)

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PRICE BID

The bidder shall visit the IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road on any working day during working hours, assess the requirement of persons to undertake the cleaning & sanitation work and quote the service charges taking into account of his liabilities towards the labours to be engaged by him and his commission/profit.

Description of work	Service charges per month
As stated in the scope of work at Clause no.9 of the GCC:(1) Sweeping, mopping/washing floors(2) Washing & cleaning of toilets, lavatories and wash rooms(3) Sweeping of roads/approach passages/ concrete floorings in open spaces(4) Cutting of shrubs, bushes, grass, vines, creepers(5) Cleaning of sewerage ducts & chambers(6) Cleaning of drains(7) Washing and cleaning of utensils and cookwares(8) Any other sanitation job that may be casually required.	In figures (In words

N.B : (1)GST will be paid extra as per rule on the sum total of service charges.

- (2) If there is any discrepancy / ambiguity in the rate quoted in figures and the rate quoted in words, then the rate quoted in words shall be taken into consideration for bid evaluation / price negotiation purpose.
- (3) The rate quoted in words should be clear and legible. If the same is found to have been erased and re-written / over written/ corrected / altered otherwise, then the tender shall be rejected.
- (4) The work order rate (i.e. the service charges per month) is subject to revision in line with the clause No.8(b) of the GCC.

Signature of tenderer
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Break-up of the quoted service charges.

No. of persons to be deployed	Description	Amount (Rs. in figure & words)

	TOTAL	

Signature of tenderer
(seal with date)