

IDCOL FERRO CHROME & ALLOYS LTD.

(A Wholly Owned Subsidiary of IDCOL)
(A GOVERNMENT OF ODISHA UNDERTAKING)
P.O. FERRO CHROME PROJECT, JAJPUR ROAD,
DIST. JAJPUR-755020(ODISHA)

TENDER DOCUMENT
FOR
ENGAGEMENT OF SECURITY PERSONNEL ON ANNUAL
CONTRACT BASIS
AT
IDCOL FERRO CHROME & ALLOYS LIMITED, JAJPUR ROAD.
AND
TALANGI CHROMITE MINE, TALANGI.

Signature & seal of
Tenderer / Bidder

IDCOL FERRO CHROME & ALLOYS LTD.

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P.O. FERRO CHROME PROJECT, JAJPUR ROAD,
DIST. JAJPUR-755020(ODISHA)

Tender Call Notice No.IFCAL/SEC/1784

Dt.29.03.2022

Name of the work

Engagement of security personnel
on annual contract basis for -

- i) Plant & Colony of IDCOL Ferro
Chrome & Alloys Ltd.
- ii) Talangi Chromite Mines

Last date of receipt of bid (unless extended) : 11.04.2022 upto 5.00 PM

For details, please log on to website : www.ifcal.nic.in or
www.idcorissa.com

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LTD.

(A Wholly Owned Subsidiary of IDCOL)
(A GOVERNMENT OF ODISHA UNDERTAKING)
P.O. FERRO CHROME PROJECT, JAJPUR ROAD,
DIST. JAJPUR-755020(ODISHA)

TENDER REFERENCE NO :IFCAL/SEC/1784

DATE: 29.03.2022

INFORMATION SHEET

Sealed bids are invited in the prescribed manner from reputed and well established Security Agencies having valid PSARA license for engagement of security personnel at IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road, Jajpur, & Talangi Chromite Mines, P.O. Kansa, Dist . Jajpur, Odisha in conformity with the detailed terms & conditions stated in the tender document.

1. Name of Work
Engagement of security Personnel on annual contract basis.
 - i) Plant & Colony of IDCOL Ferro Chrome & Alloys Ltd.,
 - ii) Talangi Chrome Mines.
2. Contract period (can be extended)
: Two years
(Work to be commenced within months from the date of finalization of tender.
3. Tender document can be downloaded from the websites
: www.ifcal.nic.in or www.idcorissa.com
4. Period of downloading
31.03.2022 to 09.04.2022
5. Last date and time of receipt of bid (unless extended)
11.04.2022 upto 5.00 PM
6. Mode of submission of tender document
7. Date of opening of the general Bid of tender
: By Regd. Post/Speed Post/ Courier Service/ by hand
12.04.2022 at 3.30 PM
8. Date of opening of Price Bid of tender
9. Cost of tender document
: Will be intimated to eligible bidders.
: Rs. **590/- (inclusive)** of GST Non-refundable in shape of Demand Draft/Bankers cheque shall be drawn in favour of M/S. IDCOL FERRO CHROME & ALLOYS LTD. on Nationalized Bank payable at Jajpur Road. It shall be submitted with the General Bids of the tender.
10. Amount of bid Earnest Money Deposit (EMD)
: Rs. **10,00,000/- (Rupees Ten lakh)** only in shape of Bankers Cheque/ D.D drawn on any Nationalized bank drawn in favour of "M/s. IDCOL Ferro Chrome & Alloys Ltd." payable at Jajpur Road.
11. Contact person
1) Sri Bichitrananda Pradhan.
A.G.M. (HRD) Phone No 9438913463
2) Sri Rabindra Kumar das, I/C. Security
Phone No 8093379129

LOCATION AND SCOPE OF WORK

SECTION- 1

1.0 Location :

IDCOL Ferro Chrome & Alloys Ltd., A Subsidiary Company of I.D.C. of Odisha Ltd. is located at Jajpur Road, Jajpur. This factory is properly fenced with permanent boundary wall at a height of 8 feet from ground level (approx). The colony is located outside factory having employee's residential quarters, Colony Pump House, Electrical Sub-station, Guest House, Clubs, Dispensary, M.D's Bungalow etc.

The Talangi Chromite Mines is located at a distance of about 50 KM from Jajpur Road.

1.1 Scope of Work

The Security Agency shall provide security supervisor, Gun man and security guards for IFCAL Plant and Talangi Chrome Mine and other areas like colony etc. as per our provisional requirement given below. The requirement is likely to increase or decrease from time to time and accordingly the Agency will provide man power on receiving intimation from the Security Department.

| | IFCAL | TALANGI CHROMITE MINES |
|----------------|--------------|-------------------------------|
| Supervisor | 03 | 03 |
| Gun man | 01 | 03 |
| Security Guard | 43 | 07 |
| | <hr/> | <hr/> |
| Total= | 47 | 13 |

Duties and responsibilities of the security personnel.

- (i) To check/prevent unauthorized entry of outsiders.
- (ii) To prevent theft of companies properties.
- (iii) To ensure proper checking of vehicles at the gate during entry and exit. In case any unauthorized property is detected, the inventory of the materials is to be prepared and persons apprehended shall be produced before the In-Charge (Security) by the personnel engaged by the Security Agency for necessary action.
- (iv) To collect advance information on –
 - (a) Criminal intelligence.
 - (b) Vigilance intelligence.
 - (c) Intelligence relating to industrial relations.
 - (d) Any other information as may be required by the Security Department from time to time.

GENERAL INSTRUCTIONS TO TENDERERS
SECTION — II

2. Submission of Tender :

Tender document set can be downloaded from the website www.ifcal.nic.in or www.idcorissa.com The bidder is required to submit the cost of tender paper by enclosing with General Bid a crossed Bank Draft or Bankers Cheque, drawn in favour of M/s. IDCOL Ferro Chrome & Alloys Ltd. and payable at Jajpur Road on any Nationalized Bank for the amount specified in the Information sheet.

The set of tender documents has, among others, a price Bid format. The Price Bid duly filled in should be submitted exclusively in a separate envelope which shall contain no other document.

The Tenderer may use separate piece of paper for submitting the information, wherever the space provided in the format of this tender document is not sufficient.

If the Agenda/Corrigendum is issued to this tender document, they must be signed and submitted along with the tender documents. All corrections and alterations in the tender papers shall be signed by the tenderer with date. No erasers or over-writings are permissible; in that case the bid shall be liable for rejection.

The rates quoted shall be written in figures as well as in words. In case of any discrepancy, the rates given in the words shall be treated as the rate quoted by the tenderer.

Tenderers are strongly advised to visit the site (both Plant & Mines) before submitting the bids and satisfy themselves about the site conditions, working conditions and site locations etc.

(a) Earnest money deposit.

The tender received incomplete or without Earnest Money Deposit shall be summarily rejected.

MSEs and other parties claiming exemption from deposit of earnest money under statutes or government rules may submit their bid without EMD but they have to enclose with General Bid the documentary evidence of exemption criteria. The earnest money shall be refunded to the unsuccessful bidders free of interest within seven days of issue of LOI/ Work order in favour of successful bidder.

(b) Performance security money.

The bid earnest money deposited by the selected bidder shall be converted to performance security money on award of contract.

In case, the most preferred bidder recommended award of contract turns out to be a party availing exemption of EMD, then he/they have to deposit the Performance Security Money of amount equal to the bid earnest money specified in the Information Sheet (Sl.No.10) prior to such recommendation. Such bidder has to deposit the Performance Security Money within five days from the date of issue of intimation by IFCAL. In case, such a bidder fails to deposit the Performance Security Money within the stipulated period, then his/their firm/company will be blacklisted.

A bidder who has not furnished the EMD on the grounds of exemption eligibility has to submit an undertaking in Annexure-A attached with the tender document set.

(c) The bidder shall take into account of all his obligations towards the successful execution of contract while quoting the rate, those are binding in this tender. The bidder quoting the service charges below 4% shall deposit extra earnest money with his/their Price Bid in shape of Demand Draft/ Bankers Cheque drawn in favour of IDCOL Ferro Chrome & Alloys LTD., Jajpur Road on any nationalized bank. The extra earnest money to be deposited shall be calculated proportionately @ Rs. 5,00,000/- (Rupees Five lakh) for 1% fall below the above specified rate of 4% service charges. The performance security money and the extra earnest money taken together shall be treated as initial security deposit of the successful bidder. If a bidder quotes "Nil" service charges, the bid shall be treated as unresponsive and will not be considered.

(d) The Performance Security money shall remain at the entire disposal of IFCAL as security for satisfactory execution & completion of the contract.

(e) The tenderer is advised to sign and put the stamp/seal of his firm/company on all the pages of this tender document as a token of acceptance of all the terms and conditions of tender and submit the same with the General Bid. Failure of doing so will make the tender liable for rejection. The bid may be submitted by Regd. Post Speed Post/ Courier/by hand. However, IFCAL shall not be responsible for any postal delay and other delays in receipt of the tender. IFCAL may seek from bidders any information, clarification or documentary evidence to substantiate the eligibility at any stage of processing of tender but before opening of price bid.

2.1 Right of 'IFCAL' to accept or reject the tender :

(a) The right to accept/ reject or cancel the tender will rest with the Managing Director, IDCOL Ferro Chrome & Alloys Ltd.

(b) The bidders offer will be rejected at the time of opening of bids, if the tender specifications are not complied in all respect.

(c) IFCAL management does not bind itself to accept the lowest tender and reserves the right to accept/reject/cancel any or all the bids at any stage without assigning any reason whatsoever. No compensation shall be payable to tenderer on account of any alleged damage suffered by him due to such rejection of tender.

(d) The Security personnel being engaged by the Agency shall work in accordance with the directions / instructions given to the awarded contract agency from time to time.

2.2 Tenderer to obtain his own information.

(a) The tenderer shall be deemed to have examined tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works on the quoted rates and to have satisfied himself to the sufficiency of his tender.

(b) The tenderer is also deemed to have acquainted himself with his liabilities for payment of taxes, wages and other charges.

(c) No verbal agreement or inference from conversation with any officer or employee of IFCAL management either before, during or after execution of the contract agreement shall in any way affect or modify the terms or obligations prescribed herein. All the instructions, therefore, shall be issued to the Agency in writing by the authorized persons in the site instruction book to be maintained by him or otherwise.

2.3 Change in constitution :

The contract shall be deemed to have been terminated if prior approval of IFCAL management is not obtained for any change in the ownership or partnership of the contractor.

2.4 Termination of contract for death :

If the contractor is an individual (or a proprietary concern) and the individual (or proprietor) dies or if the contractor is a partnership concern and one of the partners dies, then, unless IFCAL management is satisfied that the legal representative of the individual (or of the proprietary concern) or the surviving partners are capable of carrying out and completing the contract, the IFCAL management is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased contractor and / or to the surviving partners of the contractor on account of the cancellation of contract. The decision of IFCAL in such assessment shall be final and binding on the parties.

Dispute and Arbitration

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 endeavours 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 30 (Thirty) 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 disputes.

That, all legal proceedings in any manner arising out of or in relation to the contract between the parties can only be initiated in a court of law situated within the territorial jurisdiction of the State of Odisha and none of the parties shall have the liberty of initiating any legal proceedings anywhere beyond the territorial limits of the State of Odisha.

Force Majeure : If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, natural calamities,, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly, notify the other party about the happening of such an event. Neither party shall due to such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

SPECIAL CONDITIONS OF CONTRACT (S C C).

SECTION III

3. ELIGIBILITY CRITERIA:

- (a) The bidder must have their registered office/branch office in Odisha.
- (b) The bidder must have been allotted with EPFO code number, ESIC code number, GSTIN and Income tax PAN.
- (c) The bidder is to submit copies of Income tax return acknowledgement for the financial years 2018-19, 2019-20 & 2020-21.
- (d) The bidder must possess a valid labour license under the Contract Labour (Regulation & Abolition) Act. 1970.
- (e) The bidder must have been registered under the Orissa Shops & Commercial Establishments Act, 1956. The bidder is to submit copy of such registration certificate issued in their favour by the appropriate authority.
- (f) The bidder is to submit copies of audited balance sheet and statement of Profit & Loss for the year 2018-19, 2019-20 & 2020-21 duly certified by chartered accountant.
- (g) The bidder must possess solvency certificate of Rs.25,00,000/- (Rupees twenty five lakh only). Copy of such certificate is to be submitted.
- (h) The bidder should possess valid PSARA license.

3.1 The basic qualification of security guards shall be minimum Middle English school pass with minimum physical standard as stipulated hereunder.

| | | |
|--------|---|----------------|
| Height | - | 5'- 6" |
| Chest | - | 32" unexpanded |
| | - | 34" expanded |
| Vision | | Normal |

4. DUTIES & RESPONSIBILITIES:

4.1 The Security Agency shall ensure deployment of trained security personnel. If the security staff strength is to be increased on the advice of IFCAL, then properly trained security personnel shall be engaged following the rules under PSARA, 2005 and Odisha Private Security Agencies Rules, 2021.

4.2 The security personnel / Security Guards shall be capable of maintaining the Security records and registers.

4.3 They shall be engaged for eight hours duty in various shifts like 'A' 'B' 'C' & General shift as and when required at different places.

4.4 They shall report for their duties 15 minutes before commencement of their duty period with perfect turnout.

4.5 The security agency shall ensure that his/their staff performs duty with full uniform as per the prescribed clothing of the agency. The uniform and liveries to be used on duty shall consist of full pant, shirt, cap, cap badge, whistle, whistle cord, safety shoes, short lathi, torch (during dark hours / night), etc.

4.6 The Security Agency shall ensure detection, prevention of unauthorized exit and entry of man, materials, vehicles in respect of IFCAL and Talangi Chromite Mine including safety & security of Colony premises.

4.7 They shall ensure regulation of access of authorized personnel.

4.8 They shall identify and obstruct any criminal / unauthorized trespass, entry, exit of person, vehicles etc.

4.9 They shall ensure the protection of the properties of the Company.

4.10 They shall ensure protection of the premises against encroachment.

4.11 They shall have knowledge of extinguishing fire. In case of any theft or loss, a joint enquiry shall be conducted by authorized representatives of both the parties to assess and determine the loss to be compensated by the Agency. In such case, the decision of the Managing Director, IFCAL will be final and binding.

4.12 The period of contract will be initially for two **year** which can be extended on mutual consent subject to satisfactory performance of the Security Agency. Extension of contract period may be done in phased manner up to a maximum of three years from the date of commencement of contract.

In case, the security agency is not willing for an year-long extension, the management of IFCAL has the right to extend the contract validity for a period up to three months and the security agency has to accept this extension.

4.13 Premature termination of contract:

The contract or agreement can be terminated by the management of IDCOL Ferro Chrome & Alloys Ltd.(also referred to as IFCAL) with issue of one month notice to the security agency or payment of amount equivalent to one month's professional charges(Gross Bill) to the said security agency in lieu of notice. In case, the security agency opts to terminate the contract/agreement validity on its own, then it has to give three months notice to IFCAL as well as to his /their personnel or pay equivalent amount. The contract can be terminated by IFCAL if the performance of the security agency is found to be unsatisfactory or the agency is found to have violated the contract terms and conditions including obligations to make payment of statutory dues of staff and in such case, the total security deposit shall be forfeited along with pending dues.

4.14 The professional charges will be paid by the Management to the Agency on monthly basis. The Agency will submit the bill in triplicate along with the respective payment sheets and the statutory deposit challans to the In-Charge (Security) IFCAL by 1st week of the month.

4.15 Before submission of the bill, the Agency shall get the attendance certified by In-Charge (Security).

4.16 The payment shall be made normally within 15(fifteen)days of receipt of the bill in shape of account payee cheque by IFCAL after due verification by the concerned deptt. However, the payment of wages and other dues to the security personnel for a certain month of duty performed shall be made by the Agency by 7th of the succeeding month.

4.17 The Security Agency is liable to pay the minimum wages as fixed from time to time by the State Govt./Central Govt. for the security personnel engaged in IFCAL & in Talangi Mines. In case the wages will be revised by the appropriate authority in future, the Security Agency shall be liable to pay the wages at the revised rate along with statutory dues which shall be calculated on the basis of the revised wages. The service charge payable to the security agency shall be calculated .as the percentage of wages amount as finalized against the tender.

4.18 The security personnel provided shall be the employees of the Agency and all statutory liabilities will be paid by the agency such as ESI, PF, Workmen's Compensation, etc. The list of staff going to be deployed shall be made available to the Security Department of IFCAL and if any change is required on part of the department fresh list of staff shall be made available by the agency after each and every change.

4.19 The Agency shall abide by and comply with all the relevant laws and statutory provisions under Various Labour Act like Minimum Wages Act & Contract Labour (Regulation & Abolition Act 1970), EPF and M.P.Act, etc. ESI Act and that may come into force in future.

4.20 As far as EPF is concerned, it shall be the duty of the security agency to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged together with employer's share of contribution and other payments be deposited with the respective PF authorities within 7 days of close of every month. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, IFCAL reserves the right to recover the equal amount from any money due or that may accrue to the agency under this agreement or any other contract and deposit the same with RPFC, duly furnishing particulars of personnel engaged.

4.21 The antecedents of security staff deployed shall be verified by the agency from local police authority and an undertaking in this regard is to be submitted to the department and department shall ensure that the agency complies with the provisions.

4.22 The agency will maintain a register on which day to day deployment of security personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The agency has to give an undertaking in the prescribed format, duly countersigned by the authorized official of the Department, regarding payment of wages as per rules and laws in force, before receiving the subsequent bill.

4.23 All liabilities arising out of accident or death while on duty shall be borne by the agency.

4.24 Adequate supervision will be provided to ensure correct performance of the said security services in accordance with prevailing assignment /instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the agency deployed, the supervisory staff will move in their areas of responsibility.

4.25 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Security In-Charge, IFCAL.

4.26 The agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of responsibility given to them by the In-charge (Security) and shall not knowingly lend to any person or company any of the effects of the Department under its control.

4.27 The security staff shall not accept any gratification or reward in any shape.

4.28 The agency shall have his own Establishment/set up/ mechanism/ Training facility to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

4.29 Under the terms of their employment agreement with the agency the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the agency.

4.30 That in the event of any loss occasioned to the Management, as a result of any lapse on the part of the agency which will be established after an enquiry conducted by the Management, the said loss shall be claimed from the agency up to the value of the loss. The decision of the Management (IFCAL) will be final and binding on the agency.

4.31 The agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

4.32 The Management shall have the right, within reason, to have any person removed by the Agency that is considered to be undesirable or otherwise.

4.33 The agency shall be responsible to safeguard all property and equipment of the IFCAL (Plant & Mines) entrusted to it.

4.34 The agency will deploy supervisors as per requirement given by the Security In-Charge, IFCAL. The supervisor shall be required to work as per the instructions of Security In-charge, IFCAL.

4.35 The personnel engaged by the agency shall be dressed in neat and clean uniform & safety shoes (including proper name badges), failing which a penalty of Rs.100/- (Rupees One hundred) only for each occasions will be deducted from the agency's bill and habitual offenders in this regard shall be removed from the Security Department. The security agency shall also ensure that his/their staff wear other outfits like cap belt etc. and carry accessories like whistle, baton, torch etc. while on duty.

4.36 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Executives & persons connected with the business of the company and should project an image of utmost discipline. The Management shall have right to take action on the person, if the person is not performing the job satisfactorily and the agency shall have to arrange suitable replacement in all such cases.

4.37 Normally the eight hours shift will be from 06, 00 A.M. to 02.00 P.M., 02.00 P.M. to 10.00 P.M. and 10.00 P.M to 6.00 A.M. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.

4.38 The Security personnel will have to report to the Department's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities before proceeding to duty spot.

4.39 Any damage or loss caused by agency security personnel to IFCAL in whatever form would be recovered from the agency.

(a) In case any of agency's personnel deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty up to double the wages of concerned absentees for such absence shall be levied and the same shall be deducted from the agency's bill.

(b) In case any public complaint is received regarding the conduct/ misbehavior of agency's personnel and subsequently the complain is established after an enquiry by the Management then penalty of 1500/- (Five hundred) only for each such incident shall be levied and the same shall be deducted from agency's bill. Further, the concerned agency's personnel shall be removed.

(c) In case the agency fails to commence/ execute the work in line with the terms and conditions of the tender & agreement or performance is found to be unsatisfactory or does not meet the statutory requirements of the contract, IFCAL reserves the right to impose the penalty as detailed below.

(i) Rs.1,00,000/-(Rupees one lakh only) or any higher amount per week as may be decided by IFCAL up to four weeks of delay.

(ii) After four weeks delay Management reserves the right to cancel the contract or withhold the agreement and get this job carried out preferably by any other agency(s) registered with DGR and then from open market or by other agencies if DGR registered agencies are not in a position to provide such agency(s). The extra expenditure incurred, if any, will be recovered from the defaulter agency. In such case, the defaulter agency may be black listed for a period of three years and / or his earnest money/security deposit may be forfeited.

4.40 The agency shall ensure that its personnel shall not at any time, without the consent of the Security Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of the Establishment. This clause does not apply to the information, which should come to public knowledge.

4.41 Any liability arising out of any litigation(including those in consumer courts) due to any act of agency's personnel shall be directly borne by the agency including all expenses/ fines. The concerned agency's personnel shall attend the court as and when required. The agency has to arrange suitable replacement for such personnel on the days of court appearance / hearing.

4.42 The agency shall have his own Establishment/ professionals, etc, to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

4.43 "Letter of Intent" means the notice issued by the Management to the agency communicating the date on which the work/services under the contract are to be commenced.

4.44 If the agency is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/ consortium/ group/partnership shall not be altered without the approval of the Management.

4.45 During the course of contract, if any agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the IFCAL the Management reserves right to terminate the contract forthwith and forfeit the agency's security deposit.

4.46 The agency shall not engage any sub contractor or transfer the contract to any other person in any manner.

4.47 The agency shall indemnify and hold the Management harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the Works/services under the contract provided by the agency.

4.48 The Security agency shall not employ any person below the age of 18 years. Security Staff engaged by the agency shall not indulge in any anti management work.

4.49 Security staff engaged by the agency shall not take part in any union and association activities.

4.50 The agency shall bear all the expenses for providing to his/their staff the following items i.e. torches and cells, lathis and other accessories stationary for writing duty charts and registers and keeping records as per requirements.

4.51 The Management shall not be responsible for providing residential accommodation to any of the employee of the agency. However, Barrack accommodation, subject to availability shall be provided on usual payment basis.

4.52 The Management shall not be under any obligation for providing employment to any of the staff of the agency. The Management does not recognize any employee employer relationship with any of the staff of the agency.

4.53 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Management from the agency.

4.54 The agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, whenever required by the Management.

4.55 The agency will have to deposit the proof of depositing PF/ESI etc. of each employee every month and produce copy of the Annual Account slip of each employee every year.

4.56 The agency shall adhere to and comply with the provisions under Mines Act,1952 and other Acts and Rules as applicable to the Mines. Security personnel to be engaged in Talangi Chromite Mines shall be enrolled in 'B' Register under Mines Act. The agency cannot add any other security personnel in the B Register without obtaining written permission of the Mines Manager. No security personnel below the age of 18 years & above the age of 58 years shall be employed in the Mines. The Security staff engaged by the agency must submit clearance from their Local Police Station. The management of IFCAL reserves the right to demand such clearance in respect of any staff at any point of time during the contract period.

4.57 The agency shall ensure full compliance with tax laws of State & Central Government with regard to this contract and shall be solely responsible for the same. The agency shall submit copies of acknowledgements evidencing payment of tax and duties and filing of returns in due time and shall keep IDCOL Ferro Chrome & Alloys Ltd. fully indemnified against liability of tax, interest, penalty etc..

SECTION -IV**6. Guidance to the bidder for quoting the price in the PRICE BID FORMAT****(a) Category of personnel for IFCAL and TCM.**

The Security Guard deployed by the Security Agency for IFCAL will be entitled for Semi skilled category wages and the Supervisor/ Gun man will be entitled for Skilled category rate of wages as per the respective notification of Govt. of Odisha.

The Security Guard deployed by the Security Agency for TCM will be entitled for Semi skilled category wages and the Supervisor/ Gun man will be entitled for Skilled category rate of wages as per the respective notification of Govt. of India.

The Breakup of monthly dues to be borne by the Security Agency in respect of the security personnel to be engaged for IFCAL and TCM shall be as follows:

IDCOL FERROCHROME & ALLOYS LTD.,JAIPUR ROAD

| Sl. No | Wages and related charges w.e.f. 01.10. 2021 | Security Guard (Semi-skilled) Wages per day | Gunman/ Supervisor (Skilled) wages per day |
|--------|---|---|--|
| 1 | Basic wages | 355.00 | 405.00 |
| 2 | Bonus@ 8.33% subject to calculation under the payment of Bonus Act,1965 | 19.17 | 19.17 |
| 3 | Leave Salary @ 5% of wages & VDA | 17.75 | 20.25 |
| 4 | National & Festival Holiday @ 2% of wages & VDA | 7.10 | 8.10 |
| 5 | P.F. 13% on wages (Employer's contribution Admn. Charges & EDLI) | 46.15 | 52.65 |
| 6 | ESI(3.25%) on the wages (Employer's contribution) | 11.53 | 13.16 |
| 7 | Retrenchment/Gratuity 4.81% on basic wages | 17.07 | 19.48 |
| | Total= | 473.77 | 537.81 |

TALANGI CHROMITE MINE

| Sl. No | Wages and related charges w.e.f. 01.10.21 | Security Guard (Semi-skilled) Wages per day | Gunman/Su pervisor (Skilled) wages per day |
|--------|---|---|--|
| 1 | Basic wages | 546.00 | 654.00 |
| 2 | Bonus@ 8.33% subject to calculation under the payment of Bonus Act,1965 | 19.17 | 19.17 |
| 3 | Leave Salary- 5% of wages & VDA | 27.30 | 32.70 |
| 4 | National & Festival Holiday -2% of wages & VDA | 10.92 | 13.08 |
| 5 | P.F. 13% on wages(Employer's contribution Admn. Charges & EDLI | 70.98 | 85.02 |
| 6 | Retrenchment/Gratuity 4.81% on basic wages | 26.26 | 31.45 |
| | Total= | 700.63 | 835.42 |

N . B :

Various components of dues per day have been calculated and stated on the basis of minimum wages (i.e. Wages + VDA) payable w.e.f. 01.10.2021 as per respective Govt. notification.

- (b) **Closure compensation:** On expiry or termination of contract or agreement, the security agency shall pay to each of his/their personnel wherever applicable, closure compensation for the period he worked as per applicable laws and rules.
- (c) Requirement of security personnel has been specified at clause No.1.1 of section -I of the tender terms. The strength of security personnel can be enhanced or reduced at any point of time during the contract period based on our requirement.
- (d) In the PRICE BID FORMAT, the bidder is to quote their service charge as a percentage of the minimum wages (i.e. wages+ VDA) of his/their personnel which will be calculated every month on the basis of actual attendance. The bidder is advised to assess the various cost involvements as per the scope of work and responsibilities and quote accordingly.
- (e) In case two or more bidders are found to have quoted the L_i rate, then these specific bidders will be required to follow a subsequent limited competitive bidding process by submitting in sealed envelope a revised rate not more than the original L_i rate. The bidder quoting the lowest rate will be considered for award of contract.

- (f) GST shall be billed on the total dues payable in respect of the security personnel plus the service charges of the security agency.
- (g) The security agency shall submit monthly bills separately along with their service charges for personnel engagement for IFCAL Plant & colony and for Talangi Chromite Mines.
- (h) While submitting bill for a certain wage- month, the security agency has to submit the proof of deposit of EPF & ESI contribution (Employer's share) in respect of his/their staff for the preceding wage-month. Otherwise the bill will not be processed. So also, the agency has to make payment of GST prior to submission of bill and enclose the documentary evidence of GST payment along with the bill at the time of bill submission, otherwise IFCAL has the right to hold up the bill processing / release of payment until GST payment' is made by the agency and proper proof of such payment submitted.
- The Agency will submit the bill in accordance with the terms of contract in triplicate to the In-charge Security by 1" week of the month succeeding the wage month.
-
- (i) The Management will not take the liability in providing stationery to the agency except supplying of some prescribed registers (printed) of IFCAL to be used by the agency.
- (j) The total of security deposit amount shall be released to the security agency without any interest after expiry/termination of contract subject to payment of terminal dues in respect of the staff engaged, other statutory dues and compliance of all obligations under various statutes., laws and rules by the security agency as well as compliance of relevant terms and conditions of contract pertaining to release of security money.

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IDCOL FERRO CHROME & ALLOYS LTD.
(A Wholly Owned Subsidiary of IDCOL)
(A GOVERNMENT OF ODISHA UNDERTAKING)
P.O. FERRO CHROME PROJECT, JAJPUR ROAD
DIST. JAJPUR-755020(ODISHA)

Tender reference No.IFCAL/SEC/1784

Dt.29.03.2022

GENERAL BID FORMAT

1. Name of bidder with full postal address Telephone/mobile Number & e-mail id & Fax number.
2. Whether the bidder is a Private/Public Limited Company or an Individual or a registered Partnership firm (photo copies of Memorandum and Articles of Association or Partnership Deed to be enclosed)
3. In case of “Individual”
 - i) Date of commencement of business
 - ii) Registration No./ License No.
 - ii) Name of the individual and his professional qualifications
4. In case of “Limited Liability Company or Company Limited by Guarantees”
 - i) Amount of paid up capital
 - ii) Name of the Managing Director and his Professional qualifications.
 - iii) Name and address of all other Directors
 - iv) Copies of Income Tax return acknowledgement for the assessment year 2018-19,2019-20 & 2020-21.
 - v) Copies of audited balance sheet for the assessment year 2018-19,2019-20 & 2020-21 : Submitted/Not Submitted.
 - vi) Copies of statement of Profit Loss for the year 2018-19,2019-20 & 2020-21 : Submitted/Not Submitted.

5. Name of the person authorized to sign this bid document on behalf of the Partnership, firm / Company. (Not applicable in case of individual / proprietorship firm)
NB: Copy of Aadhaar card of the person signing the bid to be enclosed.
6. Name of the bidder's Banker, their full address, telephone number.
7. Whether the bidder(individual/partnership firm/ company (or any of its partners or Directors) has been blacklisted or banned or suspended from doing business with any Govt. department or organizations in the past. If yes give details. If no, submit an affidavit Yes/ No.
(Strike of whichever is not applicable)
8. Whether the bidder or any of its partners or Directors (in case of a Company)have any criminal cases instituted against them by the police or convicted by the Courts. If yes, give details. If no, submit an affidavit (In case of convictions the bid will be rejected) Yes/ No.
(Strike off whichever is not applicable)
9. Whether the bidder is solvent to the extent of Rs.25.00 lakh. : Yes/No
10. Details of instrument of bid Earnest Money Deposit (EMD)
- i) Demand Draft /Banker Cheque No. and date
- ii) Amount ₹.....
- iii) Name of the issuing Bank & Branch

11. Bidder's income tax PAN
(Enclose a copy of the PAN card.)
12. Bidder's EPF Code Number
(Enclose a copy of the P.F. Registration Certificate.)
13. Bidder's ESIC code number
(Enclose copy of the ESI Registration Certificate)
14. Bidder's GSTIN .
(Enclose a copy of GST Registration certificate)
15. (a) Bidder's registration certificate number issued under the Orissa Shops & Commercial Establishments Act, 1956 by competent authority
(Enclose copy of the Registration certificate)

(b) Bidder's labour licence number issued under the Contract Labour (R&A) Act, 1970
(Enclosed copy of labour licence)
16. Bidder's PSARA license number (Enclose copy of license)
17. List of contracts/agreements/work orders awarded by Public sector and private sector clients in favour of the bidder and executed by the latter during last three_ years along with copies of such contracts/agreements/work orders. Submitted/Not submitted.
18. Successful contract execution or work completion Certificate in respect of one single work order or contract involving engagement of at least 50 security personnel for at least three years (Original work order/agreement and the above certificate to be produced for verification at time of General Bid scrutiny) Submitted/Not submitted.
N.B.: For an ongoing contract more than three years in operation, the bidder may submit an original Contract continuance certificate in place of completion certificate.

19. If the bidder has claimed EMD exemption under valid ground, whether undertaking in Annexure-A submitted or not?
(Mention Submitted/ Not submitted)
(If undertaking has not been submitted by such bidder, then his/their bid is liable for rejection)

Certified that the above particulars are true to the best of my knowledge and belief. If any statement above is found to be wrong/false / untrue or a misrepresentation has been made by me/us or I/we have hidden/suppressed any information then I

IFCAL has the right to forfeit my/our Security Deposit/EMD and cancel of work order issued, if any.

Certified that I/we have visited the site and have assessed the working system and local conditions. My /our bid is based on my /our full understanding of the nature and circumstances of the job.

I/We do hereby authorize IFCAL to forfeit my /our total security deposit and cancel the work order at any stage in case I/we fail to execute the job in accordance with the terms and conditions of the tender and the work order/agreement.

Certified that I/we have the authority (or I/we have been duly authorized by the Board of Directors/Partners) to sign and submit this bid. (Enclose certified copy of such authorization, wherever applicable).

Signature & seal
Tenderer / Bidder

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DIST. JAJPUR-755020(ODISHA

Tender reference No. IFCAL/SEC/1784

Dt.29.03.2022

PRICE BID FORMAT

| Description of Items | Service charge as a percentage of the minimum wages(i.e. wages +VDA) earned by the security personnel in the wage month |
|--|---|
| Service charge for engagement of security personnel at IFCAL Plant & Colony as well as at Talangi Chromite Mines |% (In words: pointpercent) |

NB :

1. 'The security agency shall bear all costs/expenses to be incurred by him/them as per the tender terms in addition to the wages and statutory dues to be paid in respect of his/their staff engaged.
2. In case of discrepancy in the service charge (the percentage value) quoted in figures and that quoted in words, the later will be considered as the quoted value for bid value comparison.
3. The quoted value should be mentioned clearly and legibly in an unambiguous manner without erasing, overwriting, striking off etc. or else the bid is likely to be rejected.

Signature and seal of the bidder.

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ANNEXURE-A

Tender Ref. No.....

Date :.....

FORMAT OF UNDERTAKING TO BE SUBMITTED BY BIDDER ELIGIBLE FOR EMD EXEMPTION.

I/ we M/s.....

undertake that I/We shall deposit the requisite Performance Security Money 10,00,000/- (Rupees Ten lakh) and the additional earnest money within five days from the date of issue of intimation to be sent to us by IDCOL Ferro Chrome & Alloys Ltd. in case of recommendation in my/our favour as the most preferred bidder for award of contract. I/We also understand that IDCOL Ferro Chrome & Alloys Ltd. has the right to black list me/us in the event of my/our failure to make the above deposit within the specified time limit.

Signature & Seal
of the bidder.

