



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

TENDER DOCUMENT FOR

**ANNUALCOMPREHENSIVE CONTRACT FOR OPERATION-CUM-
MAINTENANCE OF MECHANICAL AND ELECTRICAL PLANT EQUIPMENT
& AUXILIARIES ETC.OF IFCAL, PLANT & COLONY.**

Tender Notice No: IFCAL/253

Date.17.5.2022



IDCOL FERRO CHROME & ALLOYS LIMITED
JAJPUR ROAD
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**IDCOL FERRO CHROME & ALLOYS LIMITED
JAJPUR ROAD**

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FOR**

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MAINTENANCE OF MECHANICAL AND ELECTRICAL PLANT EQUIPMENT
& AUXILIARIES ETC.OF IFCAL, PLANT & COLONY.**

Period of downloading of tender document : 19.5.2022 to 02.6.2022

Last date & time of receipt of tender : 03.6.2022 (upto 4P.M.)

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

Sd/-
MANAGING DIRECTOR



INFORMATION SHEET

1. Name of the work : ANNUAL COMPREHENSIVE CONTRACT FOR OPERATION-CUM-MAINTENANCE OF MECHANICAL AND ELECTRICAL PLANT EQUIPMENT & AUXILIARIES ETC. OF IFCAL, PLANT & COLONY.
2. Contract Period : One year w.e.f the date of issue of Letter of Intent (further extensible)
3. Period of downloading of tender document : 19.5.2022 to 02.6.2022
4. Last date and time of receipt of tender : 03.6.2022(upto4 P.M.)
5. Mode of submission of tender paper : By-Regd. Post / Speed Post / Courier Service only
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 - 755020 (Odisha)
7. Date, time and place of opening of Price Bid of tender : will be intimated to eligible tenderers (telephonically or in writing)
8. Cost of tender paper : A non-refundable amount of Rs.590/= (Rupees five hundred & 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.
9. Amount of earnest money : Rs.3,00,000/= (Rupees Three 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.
10. Total nos. of sheets of tender document : (Page no.1 to Page no. 43)



Eligibility Criteria.

The tender submitted by the tenderer will be taken into consideration provided tenderer fulfils the following eligibility criteria and submits the supporting documents / credentials as follows along with the General Bid.

- i. The Bidder during the years under consideration that are, in the financial years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 must have an average Annual Turn Over of Rs.3Crore (three crores only) or more. The supporting documents required to be submitted as under;
 - a. Audited Annual Accounts for the years under consideration.
 - b. Income Tax returns filled for the years under consideration.
 - c. Annual GST Returns filled for the years under consideration.
- ii. The bidder during the years under consideration that are, in the financial years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 must have successfully executed at least two Annual Contract job in respect of Operation-cum-Maintenance of Mechanical and Electrical Plant Equipment & Auxiliaries etc. of similar nature in any Ferroalloys Plant during any of the years under consideration. The value of the contract should not be less than Rs.1Crore (One Crore Only). In support the following documents need to be submitted;
 - a. The list of clients along with the contact details of the concerned officers, where they have executed the above said contracts.
 - b. Completion/ Continuation Certificate(s) for the said Clients of the bidder.
 - c. Copy of at least one annual contract (work order) in respect of above mentioned job of similar nature.
 - d. Copies of previous tax invoices raised for the said work.
- iii. The contractor shall have a valid license for execution of such job, such as valid electrical license (SCC/Lineman/Wireman) with suitable grade, labour license etc. as may require by statutes of the land & he will submit the certified copies of all of the same with the General bid.
- iv. The Contractor must have valid PAN, GSTN, MOA & AOA (if applicable), Partnership Deed (if applicable), Authorization for the concerned officer certifying the Bid Documents on behalf of the concerned organization etc.
- v. Declaration that the applicant has never been black listed previously by any Gov. concern, any statutory authorities & by any of its previous or current clients.
- vi. The applicant should be the original license holder.
- vii. The management reserves the right to amend/alter the above-mentioned eligibility criteria as and when required.



**INSTRUCTION TO TENDERERS
AND
GENERAL CONDITIONS OF CONTRACT**

1. DEFINITION AND INTERPRETATION:

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

- (a) Management shall mean the Managing Director, IDCOL Ferro Chrome & Alloys Ltd, a wholly owned subsidiary of Industrial Development Corporation of Odisha Ltd.
- (b) The Company, the Corporation or the Plant 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.
- (c) 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.
- (d) 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.
- (e) Contractor/service provider 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.
- (f) 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, eligibility criteria 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&SOPof the concerned departments as may be available for the successful bidders for their reference only.
- (g) SOP, where ever applicable, shall mean the Standard Operating Procedure in detail, will be made available to the bidders for their reference to evaluate the volume& nature of work before submission of



the Bid& for the successful bidder to conduct the day to day operation, as the case may be.

- (h) Period of Contract shall mean the initial period from the date of issue of LOI/WO whichever is earlier and such extended period.
- (i) Month shall mean English calendar month.
- (j) Quoted price shall mean the price quoted by the tenderer in the price bid on monthly basis for the annual comprehensive contract for mechanical and electrical maintenance of IFCAL plant & colony, including but not limited to tools, tackles, manpower, statutory dues & profit of the contractor.
- (k) Minimum Strength of Workmen will be the minimum number & category of workman required by the Management of IFCAL for smooth conduct of the job as per the scope of the work of this tender and Annexed to this document as Annexure A.
- (l) 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 accessibility of the site, the SOP available with concerned departments, the conditions of working, and statutory requirements to be complied with. 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. For illustration, in the event of a tender submitted by a partnership firm, it must be signed individually by each partner or in the event of the absence of any partner, it must be signed on his / her behalf by a person holding a power of attorney, which is to be produced with the General Bid of the tender and it must disclose that the firm is duly registered under the Indian Partnership Act. In



the event of a tender submitted by a private or public limited company, it should be signed by the Managing Director. In case, the tender is submitted by a proprietary concern, it should be signed by the proprietor of the firm.

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) **If it is found during the tenure of the tender period that the Tenderer have engaged sub-contractor/sublet/transfer the license to any other contractor singly or jointly basis.**
- (iii) If there is an involvement of any third party by any means/manner during the tenure of the contract period, what so ever the interest may be.
- (iv) Tenders, which do not fulfill any or all of the conditions laid down in the tender documents or the information furnished are incomplete in any respect.
- (v) Tenders which contain uncalled for remarks or any alternative / additional conditions.
- (vi) 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.

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 superscribed with “General Bid” & the other with “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 following address by Regd. post/ Speed post/ Courier service.

Each of the sealed covers, ie, 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 superscribed with the tender notice number 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.
- 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.
- F. Management may cancel the tender without assigning any reason.



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 self-attested with stamped on all other documents in line with the eligibility criteria mentioned in this document.
- V. Copy of Income tax PAN card.
- VI. Copy of GST registration certificate / document.
- VII. Proof of allotment of EPF Code number by EPFO / proof of application for allotment of EPF code number.
- VIII. Proof of allotment of ESIC code number for Odisha state / proof of application for allotment of ESIC code number.
- IX. The remaining part of the tender document except Price Bid.

8. **OPENING OF TENDER:**

The "General Bid" of the tenders received within the due date shall be opened first and scrutinized. 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. No claim shall be admissible for any consequential loss suffered by the tenderer. After scrutiny of the General Bids, the management may ask in writing to the tenderer to submit any other relevant documents / credentials for verifying or cross-checking the eligibility. If the tenderer fails to furnish these documents within the period stipulated in the letter of intimation, then the bid will not be taken into consideration and shall stand rejected. The Price Bids of those tenderers who qualify in the General Bid or are otherwise found suitable shall be opened on a subsequent date. 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 (General bid / Price bid) opening is not completed on the scheduled date, then the same shall be continued in the next working day.



9. **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' system to be conducted by the tender committee. The 'Lucky Draw' may be witnessed by the L₁ tenderers who will be given prior intimation regarding date, time & venue of the 'Lucky Draw' event. Method of 'Lucky Draw' system 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.

10. **VALIDITY OF TENDER:**

The tender shall remain valid for a period of three (3) months from the date of issue of tender notice or any subsequent corrigendum to the same, latest date of any of the document. During the period of validity, if a tenderer wants to withdraw from the bidding process, then his earnest money shall be forfeited.

11. **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. Earnest money will not be received in cash.

Tenders without earnest money or with partial earnest money will be summarily rejected. No request of the tenderer for adjustment of any of his/ their dues receivable from IFCA against earnest money will be entertained. 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.

12. **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 and any other adjustments towards the bills of the contractor.

13. **ADDITIONAL SECURITY MONEY:**

Three(3%) 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 IFCA 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.

14. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSES)

Without prejudice to the generality of any clauses of this documents, local Micro & Small Enterprises shall be exempted from payment of earnest money (EMD).

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

- i. Documents to be provided:** Vendors registered under ‘Micro & Small Enterprises Act’ (MSE) for availing the above exemption should provide/enclose a self-attested valid certificate issued by any approved body of ‘Ministry of Micro, Small & Medium Enterprises’ (MSME) such as ‘National Small Industries Corporation’ (NSIC) or ‘District Industries Centre’ (DIC).

The exemption mentioned above are limited to EMD and the bid earnest money deposited by the selected bidder shall be converted to performance security money and award of contract. In case the most preferred bidder recommended to award of contract turns to be a party availing exemption of EMD, then he or they have to deposit the performance security money an amount of Rs.3 lakh prior to such recommendations. Such bidder has to deposit the performance security money within five days from the date of intimation by IFCAL. In case such a bidder fails to deposit the performance security money within the stipulated period, the management will make the agency liable for blacklisting. and Security Deposit only, on other specific exemptions can avail by the said MSME bidders such as deposit of Cost of tender document and Additional Security deposits as mentioned in clause number 13 of GCC of this document.

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



- (a) reject any or all tender
- (b) split the work amongst two or more selected tenderers or award a part thereof only to the successful tenderer without assigning any reason or giving any explanation thereof.

16. 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 Mechanical Deptt. to collect the same. The tenderer has to submit the acceptance of the LOI by signing the duplicate copy of LOI within seven 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 from us regarding finalization of tender / receipt of LOI. If the successful tenderer fails to receive/ obtain/ collect our intimations / correspondences / letters / LOI within six days from the date of issue then IFCAL 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, IFCAL has the option to blacklist the tenderer.

17. SERVICE NOTICE OF CONTRACT:

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

18.

i. **CONTRACT PERIOD:**

The contract period will be one year with effect from the date of issue of LOI and includes the extended period if any. If the execution of the contract is found to be satisfactory, then the contract period may be extended two times, each time for a period of one year based on mutual consent between both the parties i.e., IDCOL Ferro Chrome & Alloys Ltd and the contractor. In case the contractor is not willing for extension of the contract period by a successive one-year period, then IFCAL has the right to extend the contract period by three months keeping the rate and other terms & conditions of the contract unchanged. If the contractor refuses to accept the three months extension then his / her/ their security money 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 can not claim any damages / compensation on account of such termination of contract.

iii. If, during the contract period, any misrepresentation of facts or concealment of truth in the tender / documents submitted by the contractor at any stage comes to the notice of the management, then management has the option to terminate the contract with issue of a rescission notice addressed to the contractor at his/ her/ their own cost and risk. In such case of contract termination, the security deposit retained with the management shall be forfeited.

19. **SHIFT TIMINGS :**

The shift timings are as follows :

| | | |
|-----------|---|------------------------------|
| 'A' shift | - | from 7.00 A.M. to 3.00 P.M. |
| 'B' shift | - | from 3.00 P.M. to 11.00 P.M. |
| 'C' shift | - | from 11.00 P.M. to 7.00 A.M. |



'G' shift - from 9.00 A.M. to 5.00 P.M.

20. CONTRACTOR LIABLE FOR HIS EMPLOYEES:

The contractor shall engage only male labours. The contractor shall employ such labours who are suitable as well as physically and mentally fit for the maintenance activities mentioned at clause no.1 of the SCC. 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 agitations / work stoppages / go slow activity, wrongful behaviour / conduct, raising of subscription, offering / taking bribes or other gratification, working under the influence of liquor, any other practice for fomenting labour unrest or other wise affecting the smooth and peaceful working condition/ discipline, indulging in any unlawful activity inside the factory the contractor may be penalized with a penalty as deemed proper or/and with forfeiture of the security money, or any action at the discretion of management which will be binding on the contractor.

21. CONTRACTOR TO PROVIDE FACILITIES TO OTHER CONTRACTORS:

The contractor must note that when other contractors are also working in the same area, all are to share the facility provided by IFCAL among themselves as per direction of the management. The contractor shall co-ordinate with other contractors and shall strictly follow the instruction and direction of the management. The contractor shall engage and control his labour in such a manner so that the working of the factory and its regular employees, or the working of any other contractor or his employees and the safety and security of the working personnel of the factory, its appliances, fittings, fixtures and installations or the discipline is not affected in any manner whatsoever failing which the contractor will have to pay damage as would be decided by the management.

22. BILLING & PAYMENT:

- i. Monthly bill towards manpower engaged in a certain month shall be raised by the contractor and the same shall be submitted to the concerned department within the first week of the subsequent month. Bills should be submitted in quadruplicate. Payment will be made after



due verification and passing of the bills. The contractor shall attach with the bill the proof of deposit of P.F & ESI contributions as well as any other statutory dues and proof of deposit of Taxes such as GST & etc. in respect of the calendar month preceding the month for which the bill has been submitted.

- ii. The No. of workmen engaged by the contractor on any day during the contract period should not be less than the minimum number of workmen as mentioned in annexure A the number of workmen is not to be considered limited to the said annexure. In case the number of workmen engaged on any day fall short of the minimum mentioned number of workmen, then for the cumulative shortfall of workmen for the entire month will be deducted from the monthly quoted price proportionately to the respective category of workmen as per Price Bid.

To Avoid such penalty, the contractor may immediately at his option to engage a suitable substitute workman of similar category & skillset, as per Annexure A subject to the permission of the concerned department head and also ensure that no work/process should hamper to the said section or the job to which the previous workmen were assigned to, and the job to be done satisfactorily.

The record of attendance/hours of duty performed by the individual workmen on each day will be maintained by both Electrical & Mechanical Dept. of IFCLA which to be counter signed by the concerned contractor or his authorized representative on the next working day. The above record of attendance will be final and binding.

The above said penalty criteria is also applicable in cases when the contractor fails to engage additional manpower, whenever so required, for timely execution of breakdown jobs / preventive maintenance jobs / planned shutdown jobs / on planned maintenance jobs / emergency jobs whether intimated or not. Whenever the contractor is blacklisted for non-performance or unsatisfactory performance / in adequate supply of manpower, the authorized agent / representative of the contractor will also be blacklisted and this agent / representative will not be allowed to act in such capacity for any contractor or participate in any tender floated by IFCLA for subsequent three-year period. No extra charges will be paid to the contractor for engagement of such additional manpower.

- iii. The contractor shall ensure at least two visits preferably by every fortnight to ensure the performance and discuss the issues with the



concerned authorities of the departments of IFCAL. If, the contractor does not visit the plant a penalty of Rs. 10,000/- may be deducted starting from the due of the 2nd visit, till the subsequent visit with a 100% increase for each such further failures. Management may consider the excuses stated by the contractor in writing for his failure to visit.

iv. Case of shutdown of Single/both the furnaces whatever the reason may be.

The manpower requirement will be curtailed when Single/Both the furnaces are under shutdown. In such case, the number of workmen may be utilized as per the Annexure- A and the payments will be revised/reduced accordingly.

The revised manpower requirement will be intimated to the contractor with three-days' advance intimation and the contractor shall engage only as much manpower of suitable workman category as Specified in the Annexure A. Also, the monthly charges payable to the contractor, i.e., the work order value/quoted price shall be reduced proportionately on percentage basis for this period of manpower reduction as corresponding to the routine daily manpower strength in the manpower deployment plan as per Annexure-A. The contractor shall abide by this instruction un-conditionally and can't claim any damages/compensations on account of such suspension of labour engagement.

23. IFCAL'S LIEN ON ALL AMOUNTS DUE:

IFCAL has lien on all or any amount that may become due and payable to the contractor and / also on and over the deposit made or security amount under the contract and which may become repayable to the contractor or in respect of any debt or sum that may become due and payable by the IDCOL Ferro Chrome & Alloys Limited to the contractor either alone or jointly with or other contractor or transaction of any nature whatsoever between IDCOL Ferro Chrome & Alloys Limited and the contractor. And further that IDCOL Ferro Chrome & Alloys Limited shall at all times be entitled to deduct the said debt or sum due by the contractor from the monthly bills or security deposit which may become payable to the contractor.

24. PENALTY FOR PRESSURISATION:

Any action of the contractor either singularly or jointly with other contractor(s) to pressurize the management to accede to any demand, will make him/ her/ them liable for termination of contract by the management.



Decision of the management in this regard shall be final and binding on the contractor.

25. REFUND 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 total security deposit will be refunded to the contractor free of interest on presentation of an absolute no demand certificate from the department concerned with the work and certificates, if any, required from authorities under law.

26. ADDITIONAL CLAIM / CLAIMS UNDER THE CONTRACT:

All claims including any additional claim on account of the contract, compensation or any other charge which the contractor in his/ her/ their opinion should be claimed by him/ her/ them as his/ her/ their entitlement from the employer, shall have to be lodged by him/ her/ them within thirty days from the date of conclusion of the work by efflux of time or by failure of contract leading to termination, as the case may be, which ever period expires earlier. If no such claim is lodged within the stipulated period, the contractor shall have no right to raise a claim there after or raise a dispute in that regard subsequently.

27. 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 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 [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. The



provisions of the Arbitration and Conciliation Act, 1996, as amended, shall apply to such arbitration.

28. LEGAL JURISDICTION

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

29. 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, pandemic situation and the preventive measures as implemented by the Government for the time being 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.



SPECIAL CONDITIONS OF CONTRACT(SCC)

1. SCOPE OF WORK

PART - I (MECHANICAL MAINTENANCE)

A. Types of Jobs

The contractor shall engage his workmen to execute the mechanical Operation-cum-maintenance jobs of following types :

- i. Routine maintenance
- ii. Preventive maintenance
- iii. Breakdown maintenance
- iv. Planned shutdown maintenance
- v. Unplanned jobs of exigent nature.
- vi. Jobs of emergency nature
- vii. Repair of metal handling equipment, furnace shell, tapping spouts, rail track, etc.
- viii. Fabrication & erection jobs of mechanical nature, such as hoppers, vibrating screens, shed repair and maintenance etc. .
- ix. Dismantling and small construction jobs
- x. Any other type of mechanical maintenance work as may be assigned.

B. Areas of work and equipments

The contractor is to engage his workmen in the following areas for Operation-cum-maintenance of pump house at plant and colony of IFCAL as per routine guidance and specific instruction of the officer-in-charge.

- i. Raw material handling system
All equipments, machines and systems including chrome ore dryer section, briquetting plant, conveyors, daily bin, screen station, coke crusher and other areas of RMHS, repair / replacement of rain gutters & workmen may engage to operate chrome ore dryer.
- ii. Furnaces and auxiliaries
All equipments, machines and systems including both furnaces R.F-I & R.F-II, pumps of main pump house, compressors, hydraulic systems, capstans, charging cars, ladle cars, trolleys and other equipments,



cleaning of roof gutters of casting bay twice every month, chimney pipe repair, fixing, fabrication work etc.

- iii. Casting bay equipment, laboratory, workshop machines, weighing machines
All equipment, machines and systems including EOT cranes, drop hammer, workshop machines, laboratory equipments, weighing machines, metal handling equipments, furnace shell and spout, rail track of trolleys, fabrication and erection of electrode casings.
- iv. Pipe line and pumps maintenance work
Maintenance of all pipe lines, water pumping systems inside plant as well as at colony and Vyasa sarovar area & Tata fabrication yard, submersible pump removal and installation work, underground pipe line repair / replacement work etc. & whenever required to engage workmen to assist pump operator in plant pump as well as colony pump.
- v. Metal Recovery Plant
All equipments of metal recovery plants which includes among others the Jigging machines, crushers, conveyors, screens, hoppers, water pumping systems etc.
- vi. Any other section / area of work
Any other existing system or new systems to be installed in future.
- vii. Civil repair and maintenance work
Engagement of workmen in civil jobs involving masonry, carpentry, repair of roads and buildings, colouring of buildings and any other kind of civil maintenance work as per requirement.

N.B : Jobs which require special skills, technique, expertise / experience. are excluded from the scope.

C. Types of labour required

The contractor shall engage daily adequate number of fitter-cum-welders having experience in welding, gas cutting and fitting jobs. Such fitter-cum-welders alongwith adequate number of other workmen having experience in fitting jobs, mechanic type jobs, rigger type jobs as well as helpers should be available round the clock every day to attend to and execute the maintenance jobs promptly. The helpers may also be engaged in electrical maintenance work. The contractor shall engage more such labours as and when required depending on the emergency / exigency nature of work and quantum of work. The contractor shall engage workmen having experience in plumbing and water pipe line maintenance work, masonry job and carpentry job be available as and when required.



The tenderer is required to engage his workmen as per the Annexure-A for daily deployment of manpower for routine daily duty.

Quality of Man Power:

| Sr. No | Post | Qualification and/or Experience |
|--------|--|---|
| 1 | Welder, Fitter, Mechanic, plumber, Mason, Carpenter etc. | ITI in relevant trade along with one-year post - qualification experience. OR Non-ITI with five years' work experience in similar jobs |
| 2 | <u>Helper</u> | Minimum class-VIII with two years' work experience |

D. Tools & tackles required for mechanical maintenance work

The contractor is to arrange the following tools and tackles in sufficient quantity at his / her / their own cost for use by his / her / their labours in the maintenance activity and ensure that the maintenance work is not hampered due to want of these tools and tackles. After issue of the LOI, contractor will bring into the plant his / her / their tools and tackles and deposit the same in the Mechanical Deptt. within the date mentioned in the LOI (preferably within five days of issue of LOI). The contractor shall start labour engagement on the date mentioned in the LOI.

In case the contractor does not deposit the required tools & tackles within the aforesaid time frame, then IFCAL reserves the right to cancel the LOI / work order and in such case, the contractor's EMD / security deposit will be forfeited. In such situation, IFCAL has the option to negotiate with the L2 tenderers and award the annual contract to him / her/ them if found suitable. In our presence, the contractor shall take back the tools & tackles deposited by him / her / them and distribute the same among his / her / their labours as per our instruction.

- (i). DE spanners
(Sizes : 6 mm to 36 mm)
- (ii). Ring spanners



- (6 mm to 36 mm)
- (iii). Box spanner set
 - (iv). Gas cutting sets
(Each set consisting of D.A gas and oxygen hoses, D.A gas and oxygen gas regulators and cutting torch)
 - (v). Chisels, hammers, screw drivers.
 - (vi). Welding machine (400 Amp. Rating)
 - (vii). Pipe wrench-10",12",18" & 24".
 - (viii) Allen Key set.
 - (ix.) Plier, Nose plier(Inside& Out Side)

The management will not be held responsible for missing, damages, theft of the tools, tackles & machineries deposited with the concerned departments.

In case of breakage or damage or wear of any of the abovesaid tools & tackles, the contractor shall repair or replace them immediately, Alternatively, IFCAL may supply the tools and tackles to the contractor's workmen/supervisor and debit the cost to the contractor's account.

PART - II (ELECTRICAL MAINTENANCE)

A. SCOPE OF ELECTRICAL MAINTENANCE

1. Areas of work and equipment

The contractor shall ensure quality workmen for the Operation and maintenance of the following electrical equipment/machineries and any other equipment/machineries that may be installed in future, the list is not exhaustive. The workmen can also be engaged in Electrical maintenance of any other systems as well as good housekeeping activity.

ELECTRICAL INSTALLATIONS AREA.

- i. **Scope of work covers the following nature of jobs to be carried out at colony complex/area.**
 - a. Electrical installation at IFCAL residential colony including residential quarters, other operational area and street lights.
 - b. Operation of 33/11KV,5 MVA substation at fabrication yard, 11/0.4 KV, 1130 KVA substation at colony including HT/LT overhead line & cables and colony pumphouse.
- I. The Contractor has to ensure and deploy workmen for Operation, Periodic Maintenance, installation, repairing of all electrical fittings, accessories, equipment and other electrical auxiliaries of the colony, club temples, hospitals, transit house etc (both temporary & permanent



nature) including but not limited to recording energy meters of individual quarters, Solar panel system, earthing system, wiring (both temporary, new & old connections), street lights system, cleaning & trimming of bushes & trees of various areas under maintenance as and when required and called up by the concerned department head and his authorized representatives, as per the **SOP** of Electrical department of **IFCAL**.

- II. The works as mentioned above should be attended at the earliest but not later than 2 hours of receipt complain by the concerned officers of the company.
- III. Workmen should be ensured to attend the house keeping activities like cleaning of substations, switching on & off the street lights and other areas as per the instruction of the concerned department.
- IV. Skilled Workmen to be deployed for maintenance & operation of all the electrical substations & transformers at colony and at the fabrication yard of IFCAL including but not limited to cleaning of all type of boards & circuits (such as LDB & PDB), oil filtration/changing, breakdowns, trench cleaning, earth-pits maintenance etc. The workmen also have to attend the HT/LT cables, service connections including but not limited to preventive checkups, insulation, replacements (both temporary & permanent type), defect handling etc.
- V. At the colony pump house workmen to attend the operation & maintenance of electrical installations including routine cleaning, greasing, replacing, repairing (excluding rewinding) of electrical motors/pumps and auxiliary as and when required.

ii. **PLANT AREA OPERATION & MAINTENANCE**

Scope of work covers the following nature of jobs to be carried out at plant area with operation and maintenance.

- a. Electrical installations at IFCAI plant including all LT electrical equipment, administrative building & other offices, other operational area & plant lighting.
- b. Operation & maintenance of 2X20 MVA, 33/11 KV substation including 11KV control room, HT switch gear & 11/0.4 KV auxiliary transformer.
 - I. Workmen to attend & Conduct the Operation, Periodic Maintenance, installation, repairing of all electrical fittings, accessories, equipment, machineries and other electrical auxiliaries of the plant structure, administrative buildings, canteen, Department buildings etc.(both temporary & permanent nature) including but not limited to the electrical installations at the Raw material handling section, briquetting plant, Screening & batching stations, APC plant, Charging car, Mono



rail, EOT Cranes, Compressors, lift, workshop, laboratory & Furnace auxiliaries including Power, drive, Control systems etc.

- II. Workmen to attend & conduct the maintenance of earthing system, wiring (both temporary, new & old connections), street lights system, electronic measuring, indicating, weighing batching controllers, Solar panel system, Battery rooms, cleaning & trimming of bushes & trees of various areas under maintenance as and when required and called up by the concerned department head and his authorized representatives, as per the **SOP** of Electrical department of IFCAL.
- III. Workmen to keep record, maintain log book of electric meters readings, shift wise.
- IV. Skilled Workmen to be deployed for maintenance & operation of all the electrical Substations, Transformers, DG Sets & auxiliaries at plant & furnaces of IFCAL including but not limited to cleaning of all type of boards, breakers & circuits (such as LDB & PDB), oil filtration/changing, breakdowns, trench cleaning, earth-pits maintenance, etc. the workmen also have to attend the HT/LT overhead lines & cables, service connections including but not limited to preventive checkups, insulation, replacements (both temporary & permanent type), defect handling etc.
- V. At the pump house of plant, the workmen to attend the operation & maintenance of electrical installations including routine cleaning, greasing, replacing, repairing (excluding rewinding) of electrical motors/pumps and auxiliary as and when required.
- VI. The contractor to ensure the periodic cleaning of the all the electrical equipment, machineries & fencing of all the equipment & machineries to be maintained properly. Protection against miss-handling & unauthorized access etc. needs to be ensured.
- VII. Contractor to ensure the deployment of quality manpower, properly trained & experienced with the operation & maintenance of the above mentioned all the electrical instruments. Periodic trainings may be arranged by the contractor with consultation of the department heads of the concerned departments.
- VIII. SOP & Instructions of the concerned department needs to be strictly followed by the workmen in their day-to-day activity in the field.
- IX. Contractor has to ensure that some of the above-mentioned maintenances needs to be carried on **only during the shutdown period of the furnaces**, those to be strictly done only and only under the



supervision, knowledge & instructions of the Concerned department head, following & referring proper guidelines.

- X. IFCAL will not held responsible for any mis-happening occurred due to the mishandling, negligence & the lack of operational knowledge of the deployed operator of the contractor.
- XI. Shift maintenance including over hauling and up-keeping HT/LT equipment.
- XII. Condition monitoring of all vital equipment, like HT/LT transformer & switch gears.

Quality of Man Power:

| SI. No. | NATURE OF WORK | QUALIFICATION / EXPERIENCE IN FIELD |
|---------|-------------------------------------|--|
| 1. | In Place of Electrician | <ul style="list-style-type: none"> ➤ Electrical trade ITI certificate holder from Govt. approved or Govt. recognized institution. ➤ Practical experience of not less than 2 (Two) years in electrical maintenance of any plant/electrical equipment/colony. ➤ Valid electrical license issued by authorized Electrical Inspectorate, for the operation and maintenance of various equipment's & voltage level as per requirement to work in both HT/LT lines. |
| 2. | In Place of Helpers to Electricians | <ul style="list-style-type: none"> ➤ Should have passed atleast standard 8 or above and should be capable of reading and writing clearly in local language. ➤ Practical experience of not less than 2 (Two) years in electrical maintenance of any plant/electrical equipment/colony. ➤ The labourers who will act as helpers to the electricians and other technicians engaged in all maintenance jobs of electrical work both inside the plant and colony. |
| 3. | Electrical Supervisor | <ul style="list-style-type: none"> ➤ Diploma/Degree in Electrical Engineering from Govt. approved or Govt. recognized institution. ➤ Practical experience of not less than 3 (Three) years in electrical maintenance of any plant/electrical equipment. ➤ Valid Supervisor Certificate of Competency (SCC-HT) electrical license issued by authorized Electrical Inspectorate, for the operation and maintenance of various |



| | | |
|----|--------------|--|
| | | equipment's & voltage level as per requirement. |
| 4. | APC Operator | ➤ The person should be sufficiently qualified with minimum 3 years of experience in VVFD panels & APC plant operation. |

All these workmen will be certified by the tender Committee as well as Department before engaging in the field.

2. Type of labour required:

- I. The contractor shall engage adequate number of workmen/labourer/supervisors/helpers of suitable skill category on daily basis as per the requirements mentioned under the heading "Quality of man power" for electrical maintenance.
- II. The contractor should also engage labourers who will act as helpers to the electricians and should be capable of reading and writing clearly in local language.
- III. The workmen who are physically fit and found competent shall be allowed for working in the above said maintenance jobs.

3. Flexible-Working Hours and Multi-Tasking of Workmen

The contractor shall engage adequate number of workmen of suitable skill levels as per Annexure A on day-to-day basis without affecting prompt and expeditious execution of the maintenance job. Also, the contractor may engage any workman who can carry out jobs of more than one trade, i.e., fitter, mechanic, welder or electrician. In case of jobs where both mechanical and electrical work are involved, the contractor or his supervisor shall organize his manpower and co-ordinate with both the Electrical and Mechanical Deptt. to execute the jobs.

Penalty as decided by the management will be imposed on the contractor if the contractor does not engage as many workmen of suitable skill as may be required on case-to-case basis for various maintenance jobs / routine checking / routine tasks.

4. Tools & tackles required for electrical maintenance work.

The contractor is to arrange the following tools and tackles in sufficient quantity at his / her / their own cost for use by his / her / their labours in the maintenance activity and ensure that the maintenance work is not hampered due to want of these tools and tackles. After issue of the LOI, contractor will



bring into the Colony / Plant his / her / their tools and tackles and deposit the same in the Electrical Deptt. within the date mentioned in the LOI (preferably within five days of issue of LOI). The contractor shall start labour engagement on the date mentioned in the LOI and take back his tools and tackles into his own custody.

- a) Megger 1000 V: 2 No.
- b) Multimeter: 2 No.
- c) Earth Tester: 2 No.
- d) Tong Tester: 2 No.
- e) Crimping tool: 2 No.
- f) Tachometer : 1 No.
- g) Necessary T & P for maintenance of electrical appliance
 - i) Pliers (nose & cutting) and screw driver/connector.
 - ii) Screw - driver set.
 - iii) Spanner set "Ring type"
 - iv) Spanner set "D type"
 - v) Spanner set "Box type"
 - vi) Pulleys suitable for stringing of conductor. As required
 - vii) Manila rope 1" dia
 - viii). Crow bar
 - ix) Spade
 - x) Hammer 10 lb
 - xi) Torch
 - xii) Balance ladders
 - xiii) Ladders (Aluminum / Bamboo)
 - xiv) Hand gloves, safety belt & discharge rod

NOTE: -

- a) Battery charging for batteries of emergency lights/inverter will be done by the contractor with contractor's battery charger.
- b) All safety appliances must be provided by the contractor. In case of breakage or damage or wear of any of the above said tools & tackles, the contractor shall repair or replace them immediately, upon failure of the same the concerned department will arrange the same and according deduction will be made to the bills of the contractor. In case the contractor **does** not deposit the required tools & tackles within the aforesaid time frame, then the LOI / work order may be cancelled and the contractor's EMD will be forfeited. In such case, IFCAL has the option to negotiate with the L2 tenderers and award the annual contract to him / her/ them if found suitable.
- c) The management will not be held responsible for missing, damages, theft of the tools, tackles & machineries deposited with the concerned departments.



- d) Any damages may occur to the electrical instruments of the company due to the negligence & mishandling by the workmen deployed by the contractors, repairer & maintenance will be done on the account of the contractor.
- e) During the repair/maintenance/overhauling of certain equipment like DG sets, transformers, compressors and any other specified equipment by the AMC holder or any other agency, the required technical manpower shall be provided by the contractor as per the instruction of the authorized officers.
- f) The contractor will have no objection to engage his Workmen in any area as will be decided by the HOD (Electrical) or his representative.

B. OTHER RESPONSIBILITIES OF THE CONTRACTOR

- I. The contractor shall keep the appropriate category of manpower for the job as mentioned in SCC.
- II. The contractor shall ensure sufficient stock of spares to mitigate the emergency needs/breakdowns of electrical fittings & equipment at plant & colony.
- III. The contractor shall ensure the "round-the clock" maintenance of the area covered in the scope of work.
- IV. The contractor shall submit the manpower roaster (daily, weekly, monthly) to deptt. The roaster shall be made in consultation with the HOD (E)/HOD(M).
- V. The contractor shall also keep the attendance of workers (shift wise) engaged in the job and shall submit periodically for checking to the HOD (E)/HOD(M).
- VI. The contractor and his workers shall work as per the guidelines of HOD (E)/HOD(M).
- VII. The contractor shall ensure the correct discipline of the workmen deployed by him.
- VIII. All damaged / replaced materials shall be kept in safe custody and shall be returned to Dept. as per instruction of HOD(E)/HOD(M).
- IX. The workmen deployed by the contractor attend to the fire hazards to the area covered in the scope of work. The contractor & his workmen shall keep the fencing protected and keep the constant watch on the gate of the exchange to prohibit the entry of cattle and unauthorized persons in the premises.
- X. Contractor has to provide the necessary T&P as mentioned in an indicative list.
- XI. Any sort of mis-happening or damage to the equipment caused by the contractor's omission & IFCA is the responsibility of the contractor and shall be made good by him at no extra cost.
- XII. The contractor can be asked to deploy man power anywhere in the campus in emergency.
- XIII. The manpower to be deployed for general shift as well as in shifts shall be as per instruction of HOD(E)/HOD(M) in line with as mentioned in GCC. However, during actual execution if the same is found insufficient, the contractor may be required to deploy more man power as per instruction direction of HOD (E)/HOD(M) for successful management of maintenance work. Further even for emergencies or in case of breakdown, the contractor shall do so to attend the same as per the above arrangement and no extra charges shall be payable to the contractor for such deployment.



- XIV. The contractor has to do all routine and preventive maintenance jobs and breakdown jobs. It is presumed that the contractor will deploy skilled and experienced manpower as required. No extra payment will be made for carrying out all routine and preventive maintenance jobs and breakdown jobs. All the breakdown jobs should be attended immediately. In case frequency/work demands more manpower, contractor will arrange additional manpower at no extra cost so as not to disturb the production process of the plant. The contractor is here by advised to quote the price accordingly.
- XV. Under no circumstances the plant/or any equipment should remain under breakdown. The contractor shall engage trained staff having good bearing and maintain high standards of turnout, maintain adequate staff to ensure there is no hold up any service for any reason whatsoever.
- XVI. In the event of breakdown/shutdown the onus of attending to the problem in the shortest possible time will rest on the contractor, failing which IFCAL is empowered to get the breakdown/shutdown or any defects rectified from any outside agency at the risk and cost of the contractor and make necessary deduction from their bills.

2. **COMPETENCY LEVEL OF WORKMEN**

Since most of the jobs are technical in nature, the contractor shall engage workmen who are adequately experienced and possess the required level of knowledge and skill. The contractor must ensure that the workmen engaged by him are suitable for the job in all respects. Irrespective of the category / categories which the contractor assigns to his workmen, the revision in the effective minimum wage as prevailing at IFCAL for unskilled category of labour will be used in the price revision formula for calculating therevised price, i.e., the monthly charges payable to the contractor. This provision should not be construed as implying that the contractor should use only unskilled labours. The contractor is at liberty to utilize any category of labours provided that the labours can work efficiently and deliver proper workmanship and that the contractor complies with various labour laws as well as the P.F and ESI Acts. In any case, the suitability of a workman proposed by the contractor shall be judged / assessed by the management. A workman will be engaged only if found suitable and so permitted by the management.

N.B : The price revision formula is stated at clause no. 5 of the SCC.

3. **TENDERER'S ASSESSMENT OF MANPOWER REQUIREMENT AND MANPOWERDEPLOYMENTPLAN**

For mechanical and electrical maintenance jobs to be undertaken in various shifts, the tenderer should visit our Works and collect necessary information, SOP of concerned departments if any for reference only regarding the nature and quantum of jobs and assess the requirement of workmen of various job profiles (i.e., fitter / mechanic / welder-cum-gas cutter / electrician / helpers to various technicians) prior to quoting.



4. **QUOTING THE CHARGES**

The tenderer is required to quote the monthly charges (exclusive of GST) in the Price Bid format for all the maintenance jobs (i.e, both the mechanical and electrical type taken together) as detailed at clause no.1 of the SCC. And keeping in view the Annexure A.

The contractor also has to do all routine and preventive maintenance jobs and breakdown jobs. It is presumed that the contractor will deploy skilled and experienced manpower as required. No extra payment will be made for carrying out all routine and preventive maintenance jobs and breakdown jobs. All the breakdown jobs should be attended immediately. In case frequency/work demands more manpower, contractor will arrange additional manpower at no extra cost so as not to disturb the production process of the plant. The contractor is here by advised to quote the price accordingly.

N.B : The contractor shall arrange for accommodation of his labours at his own cost. The required spares, consumables and power supply will be provided by IFCAL as free issue items. In case any machining, fitting / assembly and special welding is required for jobs for which there is no facility at IFCAL works, then the same will be arranged by IFCAL at local workshops at its own cost. The contractor is not only obliged to execute the routine maintenance jobs expeditiously in time-bound manner with good workmanship but also to take up and finish expeditiously the breakdown jobs / preventive maintenance jobs / planned shutdown jobs / unplanned jobs of exigent nature / emergency jobs by engaging additional manpower, if so required, over and above the assessed manpower strength and deployment plan mentioned at **Annexure-A**. However, no extra charges will be paid to the contractor for engagement of such additional manpower.

5. **PRICE REVISION FORMULA**

If, IDCOL Ferro Chrome & Alloys Ltd enhances the minimum wage of unskilled workmen, then the monthly 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 wage as declared by Idcol Ferro Chrome & Alloys Ltd.

For this revision, 90% of the monthly charge mentioned in the work order shall be taken as the base labour cost component and the percentage increase in unskilled labour wage will be calculated by taking the unskilled labour wage effective on the date of issue of tender notice as the base unskilled labour wage.



Let, the monthly charges mentioned in the original work order (i.e, the base rate) be A.

Then, the base labour cost component in the above monthly charges = (0.9)A

Let, the increase in unskilled labour wage = P%

(with respect to the base unskilled labour wage)

Then, the revised monthly charges = $(0.1) A + (0.9) A \times (1 + \underline{P})$

100

The use of unskilled labour wage in the above formula for price variation does not mean that only unskilled labours should be engaged. The contractor should engage competent labours who may belong to any of the three categories skilled, semi-skilled or unskilled so that the maintenance jobs are executed efficiently with good workmanship.

6. **GOVERNING STATUTORY PROVISIONS & 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, & all other labour laws and rules framed there under and / or the certifications / directions and orders passed by the Government or the appropriate authorities and as amended from time to time. It is the responsibility of 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.

7. **PAYMENT OF WAGES AND STATUTORY DUES :**

The contractor shall pay to his labourers and supervisor minimum wage as fixed by the Government of Odisha from time to time alongwith the statutory dues. 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 between the contractor and his labours.



8. 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.

9. PAYMENT OF BONUS AND OTHER STATUTORY DUES ON MONTHLY BASIS

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 as well as other statutory dues cited hereafter to each of his/ her/ their workmen every month along with the minimum wage towards the duty performed by the concerned workman in the preceding month.

Statutory dues

- (i). Bonus
- (ii). Leave wages
- (iii). National Holiday & Festival Holiday wages
- (iv). Retrenchment benefit

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

The contractor has to enroll all his workmen under the EPF & Miscellaneous Provisions Act (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.

11. 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 / pending dues or through raising of demand notice for carrying out necessary statutory compliance and the contractor shall have no objection for such recovery.

12. 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 Lok Sabha, 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 and the Contractor



shall make payment to his/ her/ their labourers minimum wage and statutory dues as applicable during the same month.

13. 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 of IFCLA. The workmen will be required to show these cards to the concerned Officers of the maintenance/electrical departments at the beginning of duty as well as for inspection and checking during the course of duty whenever demanded.

The record of attendance/hours of duty performed by the individual workmen on each day will be maintained by both Electrical & Mechanical Dept. of IFCLA which to be counter signed by the concerned contractor or his authorized representative on the next working day. **The above record of attendance will be final and binding.**

The contractor shall also 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. / Mechanical Dept. / Electrical Dept.as will be instructed to him.

The authorized Officials of IFCLA 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 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 Dept/Mechanical Dept./ Electrical Dept. In such cases, the contractor has to pay the terminal dues to such workman as per rule.

The management may consider to add/alter the mode of keeping attendance of the concerned workmen of the contractor. The contractor and the workmen will be obliged to the decision of the Management.

14. S A F E T Y:

- i) Health and safety being the prime responsibility of the contractor for the workmen employed by him, he must provide personal protective equipments to his workmen specified in the enclosed sheet. He must maintain a register showing the details of issue of the personal protective equipments to his work men.
- ii) The contractor must ensure that none of his workmen should enter the plant without prescribed personal protective equipments as specified in the enclosed sheet. In case, any deviation is observed the concerned workman



shall be provided with the prescribed personal protective equipments by IFCAL and the cost of same shall be recovered from the contractor's bills, without taking any consent from the contractor.

- iii) If personal injury is caused to a workman by an accident arising out of and in the course of employment or the accident causes death of the workman or his total or partial disablement arising out of and in course of employment, the contractor shall be liable to make payment of compensation under the Workmen Compensation Act, 1923. IFCAL shall not be responsible to make payment of compensation under the annual contract and the compensation amount shall be borne by the contractor.
- iv) Specification of personal protective equipments to be used by the contractor's labours are stated in Annexure - 'B' attached to the tender document set.
- v) The contractor before deployment or any change during the contract period, shall ensure and collect a duly filled **Form 31A** from every such workmen and shall submitted the same to the concerned department/safety department of IFCAL for verification & record.

15. 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.

16. MANAGEMENT'S ACTION IN CASE OF CONTRACTOR'S FAILURE :

Should the contractor at any time fail to execute the work in accordance with the requirement specified in the tender, then the management will be at liberty to resort to any or several of the following actions / measures :

- a. To rescind the contract in which case the rescission notice in writing to the contractor under the hand of the management shall be the conclusive evidence in which case the security deposit of the contractor laying with IFCAL shall stand forfeited.
- b. The management shall have the right to recover from the contractor on ground of consequential losses arising from the contractor's failure to execute the contract any amount by which the cost of completing the work by any other agency shall exceed the value of the contract and the management shall have lien on contractor's bills / properties and security deposit for those amounts.



- (c) To carry out the works or part thereof by the employment of required labour, the costs of which shall include all expenses including supervision and incidental charges and debit the contractor with such costs, the amount of which as certified by the management shall be final and binding upon the contractor, and to credit the contractor with the value of the works done as if the works had been carried out by the contractor under the terms of the contract and the certificate of management in respect of the amount to be credited to the contractor shall be final and binding upon the contractor.
- (d) To measure up the work executed by the contractor and to get the remaining work completed by any other contractor at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the contractor if works had been carried out by him under the terms of the contract, the amount of which excess as certified by the management shall be final and binding upon the contractor shall be borne and paid by the contractor and may be deducted from any amount due to him by IDCOL Ferro Chrome & Alloys Ltd. under the contract or otherwise or from his security deposit.
- (e). Whenever the contractor is found to violate any terms and conditions of the tender or work order, the management has the right to terminate the contract, forfeit the security deposit of the contractor and blacklist the contractor.



ANNEXURE - 'A'

MINIMUM MANPOWER ENGAGEMENT FOR ROUTINE DAILY DUTY.

This is the bare minimum manpower requirement to maintain the production process. However,to conduct all routine and preventive maintenance jobs and breakdown jobs as per scope of work, the contractor will deploy skilled and experienced manpower as required from time to time for which no extra payment will be made. All the breakdown jobs should be attended immediately. The contractor is here by advised to quote the price accordingly.

| Sl. no. | Job profile / category | Minimum number of workmen per day | | |
|---------|------------------------|-----------------------------------|--------------------------------|-------------------------------|
| | | Both the furnaces Under operation | Single furnace under operation | Shutdown of both the furnaces |
| 1 | Supervisor (NB:2) | 1 + 2 | 1 + 2 | 1 + 2 |
| 2 | Fitter/ mechanic | 10 | 07 | 05 |
| 3 | Welder | 07 | 05 | 03 |
| 4 | Carpenter | 01 | 01 | 01 |
| 5 | Plumber | 02 | 02 | 02 |
| 6 | Mason | 01 | 01 | 01 |
| 7 | Electrician | 14 | 11 | 9 |
| 8 | Helper | 20 | 14 | 12 |
| 9 | Pump operator (Colony) | 4 | 4 | 4 |
| | Total Number | 62 | 48 | 40 |



NB:

1. Details of payment/wage to be paid to the above category of workmen needs to be mentioned in the Price Bid of the tender document, for reference of the management.
2. The contractor shall deploy one **Supervisor** having Diploma in Electrical Engineering and possessing electrical supervisory certificate of competency(SCC-HT) license to oversee electrical& two supervisor having diploma in mechanical engineering to oversee mechanical maintenance workon daily basis.
3. The revised manpower requirement will be intimated to the contractor with three-days' advance intimation and the contractor shall engage only as much manpower of suitable workman category as Specified in the Annexure A.

ANNEXURE-'B'

PERSONAL PROTECTIVE EQUIPMENTS TO BE USED BY THE CONTRACTOR'S WORKMEN (CONTRACTOR TO ENSURE)

| Sl. No. | Name of the Safety Appliances | For Male Workmen |
|---------|-------------------------------|--|
| | | Specification of Safety Appliances |
| 1. | Industrial Safety Shoe | Industrial Safety Shoe of leather conforming to IS -578/71 & IS - 5052 |
| 2. | HELMET | White Color (concord make) F R P safety helmet for Industrial use conforming to IS - 2925 & DGMS approved. |
| 3. | NOSE MASK | Cotton Nose Mask/surgical/N95 |
| 4. | HAND GLOVES | Leather-cum-Canvas with good quality natural chrome leather make & rubber hand gloves as the case may be. |
| 5. | SAFETY GOGGLES | Leather cup goggles with elastic head band and with lances |
| 6 | FALL PROTECTION ACCESSORIES | All fall protection accessories to be provided wherever required, as per standard. |



Tender Notice No. IFCAL/253

dtd.17.5.2022

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., : Fax no.
mobile phone no. 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 code number :

11. ESIC registration number :

12. MSME Registration Number, if any :

13. Earnest money details

In figures :
In words :
D.D / Bankers Cheque/ Pay Order no.& date :
Name of the issuing bank :

14. Cost of tender paper

In figure :
In words :
D.D / Bankers Cheque/ Pay Order no.& date :
Name of the Bank :

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.



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(refer Eligibility Criteria) | | |
| 5 | MSME Certificate | | |
| 6 | Copy of Income tax PAN card | | |
| 7 | Copy of GST registration certificate | | |
| 8 | Proof the allotment of EPF code | | |
| 9 | Proof of allotment of ESIC code | | |

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.

Tender Notice No. IFCAL/ 253

Date.17.5.2022

PRICE BID

| Description of job | Sr. No | Category | Payment/ wages (Per workmen, Per Day) | Monthly charge/Quoted Price (excluding GST) |
|---|--------|---------------------|---|--|
| Operation-cum-Maintenance of Mechanical and Electrical Plant Equipment & Auxiliaries of IFCAL, plant and colony on annual contract basis. Note : (1). The broad category of jobs, areas / sections of work, category of workmen and supervisor required as well as the required tools and tackles shall be as stated in the tender document at clause no. 1 of the SCC. (2). Manpower deployment plan as per Annexure-A. | 1 | Supervisor | | In figures: (In words). |
| | 2 | Fitter/ mechanic | | |
| | 3 | Welder | | |
| | 4 | Plumber | | |
| | 5 | Mason | | |
| | 6 | Carpenter | | |
| | 7 | Electrician | | |
| | 8 | Helper | | |

- N.B : (1). GST will be paid extra.
 (2). If there is any discrepancy / ambiguity in the price quoted in figures and the price quoted in words, then the price quoted in words shall be taken into consideration for bid evaluation / price negotiation purpose.
 (3). The price 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.

