



IDCOL FERRO CHROME & ALLOYS LIMITED

(A Wholly owned Subsidiary of IDCOL)

Notice Inviting Tender

for

Engagement of Contractor

for

**Operation & Maintenance of Ferrochrome Plant with
Target Production of 1400 MT High Carbon Ferro
Chrome (HCFC) per month**

(through e-tendering)

Bid document No: IFCAL/EProc/1422 dated 28.02.2023



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E-procurement notice

Bid document No.: IFCAL/EProc/1422 dated 28.02.2023

1	Work name	Operation & Maintenance of Ferrochrome Plant with Target Production of 1400 MT High Carbon Ferro Chrome (HCFC) per month
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 28.02.2023; Time: 05:00 PM
3	Bid Due Date	Date: 15.03.2023; Time: 04:00 PM
4	Opening of Techno-Commercial Bid	Date: 15.03.2023; Time: 05:30 PM
5	Opening of Price Bid	To be informed to the Technically Qualified Bidders
6	Tender Paper Fee (non-refundable) including GST	Amount: INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) including GST @18%. Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Earnest Money Deposit (EMD)	Amount: INR 17,10,000 /-(Rupees Seventeen Lakh Ten Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of IFCAL (www.ifcal.nic.in) and IDCOL (www.idcorissa.com). IFCAL, reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

Managing Director

IDCOL Ferro Chrome & Alloys Limited

(A Wholly owned Subsidiary of IDCOL)

A Govt. of Odisha Undertaking

Regd. Office & Works : Ferro Chrome Project-755 020

Jajpur Road, Dist: Jajpur (ODISHA)-755020

Tel.No:06726-220212



Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 28.02.2023
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 28.02.2023; Time: 05:00 PM
3	Bid Due Date	Date: 15.03.2023; Time: 04:00 PM
4	Opening of Techno-Commercial Bid	Date: 15.03.2023; Time: 05:30 PM
5	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means



Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Operation & Maintenance of Ferrochrome Plant with Target Production of 1400 MT High Carbon Ferro Chrome (HCFC) per month.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 17,10,000 /-(Rupees Seventeen Lakh Ten Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name of Person: Ashok Ranjan Bhoi Designation: General Manager (Electrical) Email: bhoi.ashok1968@gmail.com
9	Address of the IFCAL	IDCOL Ferro Chrome & Alloys Limited Regd. Office & Works : Ferro Chrome Project- Jajpur Road, Dist: Jajpur (Odisha)-755020 Tel.No:06726-220212
10	Bid document No.	IFCAL/EProc/1422 dated 28.02.2023



Disclaimer

- 3.1 This Bid document is neither an agreement nor an offer by IFCAL to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 3.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by IFCAL. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for IFCAL to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IFCAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 IFCAL, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither IFCAL nor its employees or its consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this Bid document. IFCAL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.
- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part



thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

- 3.7 Deleted
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 IFCAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of IFCAL & IDCOL. It is the duty of Bidders to visit the e-procurement portal and the website of IFCAL & IDCOL regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by IFCAL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of IFCAL with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by IFCAL. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. IFCAL's decision in this regard shall be final and binding on the Bidder.



3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.

3.14 The Bid is not transferable.



Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFCAL	IDCOL Ferro Chrome & Alloys Limited
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract



SO	Service Order
TIA	Tender Inviting Authority

Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either IFCAL or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by IFCAL and the Price Bid, submitted strictly in the formats provided by IFCAL. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by IFCAL;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with IFCAL;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to IFCAL for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by IFCAL notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;



- 5.13 “Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by IFCAL vide Bid document IFCAL/EProc/1422 dated 28.02.2023 for Operation & Maintenance of Ferrochrome Plant with Target Production of 1400 MT High Carbon Ferro Chrome (HCFC) per month and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by IFCAL subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “IFCAL” means IDCOL Ferro Chrome & Alloys Limited having its registered office at Ferro Chrome Project, Jajpur Road, Dist: Jajpur (Odisha)-755020, Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives.
- 5.15 Deleted
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1;
- 5.19 “Selected Bidder” shall have the meaning given to it in Clause 8.21;
- 5.20 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.21 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.22 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of IFCAL as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.23 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.24 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.25 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid



Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.



Scope of Services

- 6.1 The scope of work includes Overall Operation & Maintenance of Furnace Including Cast House, Casing Fabrication/ Erection, Raw Material Handling, APC Plant, Briquette Plant, Metal Handling Including Primary & Secondary Handling, MRP Operation & Other Utility Areas, Finished Good Loading, Un-Loading & Loading of Incoming and Outgoing Materials
- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.



Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <p>The Bidder must have experience of having successfully executed contracts of furnace operation and its maintenance of ferro-alloys plant for a period of at least 365 days during the last 7 (seven) years, which shall be either of the following:</p> <p>i) Three contracts of value not less than INR 4.50 crore (Four crore fifty lakh) each excluding taxes OR</p> <p>ii) Two contracts of value not less than INR 5.50 crore (Five crore fifty lakh) each excluding taxes OR</p> <p>iii) Single contract of value not less than 9.00 crore (Nine crore only) excluding taxes</p> <p><u>Note:</u></p> <p>a. If the bidder has provided more than one year of services at a client, then number of continuous period of 365 days shall be number of contracts.</p> <p>b. Applicable 7 (Seven) years shall be preceding five years from date of publication of tender. Here, "year" refers to a period of 365 days</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate / Continuation Certificate from their clients/employers, regarding successful completion / continuation of the services</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 4 (Four) crore</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial</p>



#	Criteria	Required Documents
	<p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>iii) Bidder should submit a solvency certificate issued by any Nationalised/ Scheduled Commercial Bank for an amount at least 1,14,00,000/- (One crore fourteen lakh only) The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p>Note: a. Applicable 3 (three) years – FY2019-20, FY 2020-21 and FY 2021-22</p>	<p>statements, certified by its statutory auditor</p> <p>c) Solvency certificate as set out in Clause 7.2 (iii) hereof, issued by any Nationalised / Scheduled Commercial Bank.</p>
7.3	Other Criteria	
7.3.1	<p>The Bidder can be either</p> <p>i) a Company (Private or Public), or</p> <p>ii) a registered partnership firm, or</p> <p>iii) an LLP firm</p> <p>iv) Proprietorship firm</p>	<p>Copies of</p> <p>a) Company (Private or Public)</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association <p>b) Registered partnership firm</p> <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership <p>c) LLP firm</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership <p>d) Proprietorship Firm</p> <ul style="list-style-type: none"> • Affidavit as per annexure 13
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3.	The Bidder should not have been banned/blacklisted by IFCAL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5



#	Criteria	Required Documents
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3, if applicable) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with IFCAL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of IFCAL in this regard is final & binding on all such entities

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. The Bidder shall be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer may be considered subject to the condition that the detailed Contract/Work Order covers the entire range of services as mentioned in the Bid document. Following documents shall be furnished by the sub-contractor
 1. Relevant contracts and Work Orders with the main agency containing the scope of services and the value of the contract or Work Order; and



2. Completion certificate issued by the Competent Authority/ statutory auditor of the principal employer in favour of the main agency showing due completion of the package.
- d. Bidding in the form of a consortium is **NOT** allowed.



Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of IFCAL & IDCOL (www.ifcal.nic.in and www.idcorissa.com). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to IFCAL a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.



- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 Mode of Payment:
The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).
For the avoidance of doubt, it is clarified that IFCAL shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.3 Return of EMD:
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- 8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.
- 8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by IFCAL as a genuine pre-estimated compensation and damages payable to IFCAL for, inter alia, the time, cost and effort of IFCAL without prejudice to any other right or remedy that may be available to IFCAL hereunder, or otherwise, under the following conditions:



- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Selected Bidder fails to acknowledge and return to IFCAL a signed copy of the LoA or Agreement within the timeframe allowed by IFCAL;
- iii) if the Selected Bidder fails to submit the Performance Security within the timeframe allowed by IFCAL;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by IFCAL. Under exceptional circumstances, IFCAL may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of IFCAL to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 Deleted

8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, IFCAL may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the



tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, IFCAL may at its own discretion also extend the Bid Due Date.

8.11 Extension of Bid Due Date: IFCAL may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.

8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the tender documents, including the proforma agreement;
- ii) received all relevant information requested from IFCAL;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of IFCAL relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with IFCAL) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from IFCAL;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

IFCAL shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by IFCAL.

8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, IFCAL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further IFCAL reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any



obligation to inform the affected Bidders of the grounds for IFCAL's action. Decision of IFCAL shall be final and binding in this regard. IFCAL reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
- ii) Documents as per Techno-Commercial Bid checklist as per Annexure 6
- iii) Signed Techno-Commercial Bid checklist as per Annexure 6

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:



- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.16.2 IFCAL may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. IFCAL may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of IFCAL by the date specified therein, may result in the rejection of its Bid. IFCAL, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IFCAL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IFCAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



- 8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 8.19 Evaluation of Techno-Commercial Bids:
- 8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.
- 8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by IFCAL, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.19.3 If required, IFCAL may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with IFCAL or submission of any additional documents, not specifically asked for by IFCAL will be allowed and even if submitted, they may not be considered by IFCAL.
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.
- 8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by IFCAL (Refer Clause 8.19.3), the list of technically qualified Bidders shall be prepared.



8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail.; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.21 Selected Bidder: The Bidder who submits the lowest Price Bid shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. IFCAL reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by IFCAL. In such a case, IFCAL reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids. IFCAL shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of IFCAL and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the “Revised Price Bid”) submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by IFCAL for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price Bid received by IFCAL during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such a case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by IFCAL on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.



- 8.22 Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by IFCAL. Upon signing of the Agreement, the Selected Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, IFCAL shall issue Service Order(s) to the Successful Bidder.
- 8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at IFCAL office upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.

The Performance Security will be valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended and adjusted for the next Contractual Year upon receiving the letter from IFCAL to commence the subsequent Contractual Year’s operation.



Additional Instructions to Bidders

- 9.1 Site-visit:
- 9.1.1 Bidders may visit the IFCAL plant and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. IFCAL will only facilitate their visit.
- 9.1.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.



Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
 - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document.
 - 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The



payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.

10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. IFCAL.

10.6 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format (or any other format) and will be uploaded by IFCAL during tender creation. This will be downloaded by the Bidder and all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by IFCAL without any further reference to the Bidder.

10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by IFCAL during tender creation. This will be downloaded by



the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by IFCAL without any further reference to the Bidder.

- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of IFCAL with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of IFCAL.
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, IFCAL may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link. However, no changes in the Price Bid shall be sought, offered, or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with IFCAL or submission of any additional documents which are not specifically asked for by IFCAL, will be allowed and even if submitted, they will not be considered by IFCAL. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, IFCAL shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.



- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of IFCAL with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of IFCAL opening the Price Bids and submitted to the competent authority of IFCAL for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.13 Upon approval and completion of the due process of IFCAL, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.



Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the IFCAL;
- 1.4. "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by IFCAL) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by IFCAL.
- B) All the work shall be carried out under the direction of and to the satisfaction of IFCAL.



- C) All communications including technical/commercial clarifications and/or comments shall be addressed to IFCAL shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to IFCAL.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers, and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the IFCAL reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by IFCAL by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. IFCAL shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6. Use of Service Order / Agreement Documents & Information



- 6.1. The Service Provider shall not, without IFCAL's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the IFCAL in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service Provider shall not, without IFCAL's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against IFCAL based on any such alleged patent infringement and to pay all costs, expenses and damages which IFCAL may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Service Provider shall indemnify IFCAL against all third-party claims of infringement of patent, trademark or industrial design rights arising from the services delivered by the Service Provider.
- 7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the IFCAL from any claims/penalties arising out of any infringements.

8. Performance Security

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion or during its extended period, or
 - If the work performed by the Service Provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the Service Provider.



- 8.3. The proceeds of Performance Security shall be appropriated by the IFICAL as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the IFICAL may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. IFICAL's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

- 9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of IFICAL. Any request concerning delay will be null and void unless accepted by IFICAL.

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid, and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by IFICAL.



10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

11. Subcontracting /out-sourcing/ sub-letting/ Assignment

11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from IFCAL side for the services for which such subletting is sought. However, the IFCAL management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty, or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order / Agreement

12.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, IFCAL shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by IFCAL if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between IFCAL & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,



- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to IFCAL arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, IFCAL reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. IFCAL reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by IFCAL for the non-performance by the Service Provider. IFCAL may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of IFCAL shall be final. This notice shall be in accordance with Clause 12.1.

13. Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, IFCAL shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by IFCAL, at the risk and cost of the Service Provider, after giving maximum 7 (seven) days of notice to the Service Provider. This will be without prejudice to the rights of IFCAL for any other action including termination of the Service Order / Agreement.

14. Force Majeure

14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.



- 14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.
- 14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.
- 14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

15. Dispute Resolution

- 15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between IFCAL and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and IFCAL within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16. Governing Language

The Service Order / Agreement shall be written in English language as specified by the IFCAL in the Instruction to Bidders. All literature, correspondence, and other documents



pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

17. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Permits & Certificates

- 18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold IFCAL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

19. General

- 19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

- 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the IFCAL owing to the Service Provider's failure to adhere to any of the instructions given by the IFCAL in connection with the contract execution shall be recoverable from the Service Provider.

- 19.4. Recovery of sums due

All costs, damages or expenses which the IFCAL may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the IFCAL (he is hereby irrevocably authorized to



do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the IFCAL, on demand, the balance amount.

20. Liability and Indemnity

20.1. Service Provider shall indemnify, defend and hold IFCAL harmless against:

- a) any and all third party claims, actions, suits or proceedings against IFCAL, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of IFCAL, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by IFCAL from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of IFCAL, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to IFCAL. The Service Provider shall not utilize IFCAL's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the IFCAL and in which case, the Service Provider shall be liable to IFCAL to pay compensation to the full extent of damage / loss and undertake to pay the same.

20.2. IFCAL remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to IFCAL by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.



21. Publicity & Advertising

Service Provider shall not without the written permission of IFCAL make a reference to IFCAL or any Company affiliated with IFCAL or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

22. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:

-
- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the IFCAL's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which IFCAL has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

23. Insurance

- 23.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. with respect to its employee, materials and machineries..
- 23.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/Head of Department or his nominee before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

24. Statutory and Legal requirements



- 24.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 24.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 24.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of IFCAL. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

25. Compliances to policies and standards adopted or to be adopted by IFCAL / OMC

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by IFCAL /OMC:
- i) Social accountability standard SA8000 standard . IFCAL / OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all requirements applicable to it are met by it at its own costs for delivering the services.
- 25.2. ISO certification: IFCAL is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all requirements applicable to it are met by it at its own costs and to the satisfaction of IFCAL and the certifying authority.

26. Safety

- 26.1. The Service Provider shall comply with all the stipulations and requirements of factory act as well as with other applicable laws concerning safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 26.2. IFCAL may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by IFCAL as a result of such audit.



- 26.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform IFCAL and appropriate authority under the statues without any delay.
- 26.4. The Service Provider shall indemnify IFCAL from any liability falling on IFCAL due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If IFCAL is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to IFCAL by the Service Provider as if IFCAL has paid on their behalf. The same shall be adjusted from the invoices payable by IFCAL to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by IFCAL.



Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, service requirements including technical parameters

IDCOL Ferrochrome and Alloys Ltd. is a wholly owned subsidiary plant of IDCOL a Govt. of Odisha Undertaking. Recently, Government of Odisha has decided to merge Industrial Development Corporation of Odisha Limited (IDCOL) and its subsidiaries in Odisha Mining Corporation (OMC). Once all the merger formalities are done, IFCAL shall be part of OMC.

IFCAL is producing High Carbon Ferro Chrome (HCFC) from its plant situated at Jajpur Road by using Chromite Ore, Chromite Briquettes, Friable Lumps, Hard Lumps in various proportions to meet customer's requirement. This plant has a licensed annual capacity of 19,000 MT of HCFC.

The plant has 2 Nos of Sub-merged Electric ARC Furnaces. (Minimum 1400 tonnes / month on an average from both furnaces)

- 9 MVA submerge Arc furnace (Reduction Furnace No I) (minimum 950 tonnes/month)
- 6.5 MVA submerge Arc furnace (Reduction Furnace No II) (minimum 450 tonnes /month)

Production of HCFC including metal handling, finished good handling and other auxiliary jobs related to production are made both in 9 MVA and 6.5 MVA Reduction furnaces.

IFCAL wants to select Contractor **for Overall Operation & Maintenance Contract of Furnace Including Cast House, Casing Fabrication/ Erection, Raw Material Handling, APC Plant, Briquette Plant, Metal Handling Including Primary & Secondary Handling, MRP Operation, Finished Good Loading, Un-Loading & Loading of Incoming and Outgoing Materials & Other Utility Areas.**

Detailed scope of work has been Provided in Annexure 2A. Brief Scope of Work for O&M of Plant are as below:



2.1. Production Target

The Contractor shall achieve the targeted quantity as given below:

Target Quantity for Furnace-1 : 950 MT per month

Target Quantity for Furnace-2 : 450 MT per month

2.2. Plant Operation & Maintenance of Furnace

2.2.1. Production

- a. Furnace Operation & Maintenance
- b. Raw Material Handling, Briquetting & Feeding
- c. Ladle Skull Cleaning, Repairing, Re-lining, C.I. Plate Setting & C.I. Mould Setting by the help of crane for Pit Casting
- d. Crane operation and Maintenance, metal casting in mould & pit , Dressing of pit and mould before casting.
- e. For shifting of electrode carbon paste from stockyard to paste-filling platform, braking to size & filling in the electrode casing & cleaning of furnace floors including furnace control rooms, plug making, dressing & tapping arrangements for both the furnaces.
- f. Metal Handling with MRP operation.

2.2.2. Mechanical Maintenance

(A) Type of Jobs

The Service Provider / Contractor shall execute the mechanical maintenance jobs of following types:

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

(B) Areas of work and equipment

The Service Provider / Contractor has to work in the following areas for mechanical maintenance at plant of IFCAL as per routine guidance and specific instruction of the officer-in-charge.



- i. Raw material handling system and Briquetting
- ii. Furnaces and auxiliaries
- iii. Casting bay equipment, laboratory, workshop machines, weighing machines
- iv. Pipeline and pumps maintenance work
- v. Operation & Maintenance of MRP plant

(C) Tools & tackles required for mechanical maintenance work

The Service Provider / Contractor is to arrange the requisite tools and tackles in sufficient quantity at his / her / their own cost for use by his / her / their workmen in the maintenance activity and ensure that the maintenance work is not hampered due to want of these tools and tackles.

2.2.3. Electrical Maintenance

(A) Types of Jobs

The Service Provider / Contractor to execute the electrical maintenance jobs of following types:

- i. Preventive maintenance & routine maintenance
- ii. Breakdown maintenance
- iii. Planned shutdown maintenance
- iv. Unplanned jobs of exigent nature.
- v. Jobs of emergency nature
- vi. Fabrication & repairing jobs of electrical nature, such as motors, vibrating feeders, lathe and maintenance jobs etc.
- vii. Any other type of electrical maintenance work as may be required.

(B) Areas of work and equipment

The Service Provider / Contractor to attend to and execute electrical jobs round the clock in the following areas for electrical maintenance at plant and colony of IFCAL as per routine guidance and specific instruction of the officer-in-charge.

- i. Electrical Installation at IFCAL Plant including all LT electrical equipment, Administrative Building and other offices, other operational areas and plant lighting
- ii. Operation of 2X20 MVA, 33/11 KV Sub-Station AT IFCAL PLANT including 11 KV Control Room, HT Switch Gears, 11/0.4 KV Auxiliary Transformers, DG Sets
 - a) 33KV /11KV, 2X20 MVA sub-stations

Sub-station 1:	33/11 KV, 20 MVA Transformer
Sub-station 2:	33/11 KV, 20 MVA Transformer
Sub-station 3:	11/0.4 KV, 1 MVA Transformer



Sub-station 4: 11/0.4 KV, 1 MVA Transformer
Sub-station 5: 11/0.4 KV, 1 MVA Transformer
Reduction Furnace 11/0.08 KV, 9 MVA Transformer
Reduction Furnace 11/0.1 KV, 6.5 MVA Transformer

- b) 625 KVA & 75 KVA DG Set
- c) HT/LT overhead lines: IFCAL Plant Sub-station to JK Road Grid Sub-station, length aprox.7KM
- d) HT/LT Cables: Main feeding / Tie cables, service connecting cables, street lighting cables, pump cables etc. at IFCAL Plant, Jajpur Road.
- e) Plant Pump House including submersible pumps bore well pump and water supply pumps.
- f) 33/11 KV, 2X20 MVA Sub-Station equipment
- g) Maintenance & Operation of APC Plant for 9 MVA & 6.5 MVA Furnace

(C) Tools & tackles required for electrical maintenance work

The Service Provider / Contractor is to arrange the requisite tools and tackles in sufficient quantity at his / her / their own cost for use by his / her / their workmen in the maintenance activity and ensure that the maintenance work is not hampered due to want of these tools and tackles.

2.3. Civil job inside plant area

All civil jobs involving masonry, repairs, and maintenance of civil infrastructure inside the plant area, as required from time to time shall be under the scope of Service Provider / Contractor.

2.4. Any work in relation to plant O&M for achievement of targeted quantity:

Any other work which are not covered above but essentially required for smooth production process during operation of plant should be done by the Service Provider / Contractor.

2.5. Housekeeping:

Contractor shall provide all services in relation to housekeeping of entire plant area.

2.6. Finished Good Loading, Un-Loading & Loading of Incoming and Outgoing Materials



The Service Provider / Contractor has to deploy equipment such as loaders, tippers etc. at its own cost for loading and unloading of finished goods and incoming & outgoing of materials excluding chrome ore and coke

2.7. Spares & Consumables

- 2.7.1. IFCAL shall provide all spares at its own cost except for MRP operation. For MRP operation and maintenance, Service Provider / Contractor shall provide all the spares as required.
- 2.7.2. In case the Service Provider / Contractor wants to get spares and /or consumables, if available at the stores of IFCAL, the same can be provided at the book value with 17.5% (seventeen-point five percent) storage / handling charges. It shall be deducted from the Contractor's bill.
- 2.7.3. In case the Contractor fails to supply the required Spares for MRP operations and / or Consumables for overall operation & maintenance, IFCAL reserves the right to supply the same and deduct the cost of such materials and cost of storage / handling @ 17.5% (seventeen-point five percent) from the Contractor's bill.
- 2.7.4. At the end of the contract, the unutilized consumables / MRP Spares shall be returned back.

3. Manpower Deployment

- 3.1. The Contractor will provide and make available as necessary, all such labour, professional, supervisory, and managerial personnel as are required to perform its obligations under this Contract.
- 3.2. Tentative list of manpower has been provided in clause 14 of Annexure 2A (Detailed Scope of work). However, the Contractor needs to do its own assessment and shall submit its manpower deployment plan (number & category of manpower) as per annexure 12, that are required for carrying out its obligations as per Specific Conditions this Contract (Organization and Staffing Plan) and in compliance with the Applicable Laws along with Bid submission.
- 3.3. All personnel including any supervisory personnel as indicated in the staffing plan will be deployed by the Contractor. All such Persons employed by the Contractor will perform their duties at the directions as per requirement. The Contractor will be responsible to the Company for all the acts and omissions of such personnel in course of providing the Scope of Work.
- 3.4. The plant shall be operational in three shifts. The Service Provider / Contractor has to ensure trained and adequate manpower to achieve targeted production ensuring all statutory provisions:



- i. The Service Provider / Contractor has to deploy supervisor in each shift to supervise the workmen engaged in a shift.
- ii. The Contractor / Agency's workmen should produce proof of their minimum experience/ Diploma/ HSC / ITI pass certificate before performing their job.
- iii. Service Provider / Contractor has to ensure sufficient no. of workmen per shift for the scope of work mentioned in this contract.

3.5. Manpower for Mechanical Works

- i. The Service Provider / Contractor shall deploy daily adequate number of fitter-cum-welders having experience in welding, gas-cutting and fitting jobs. Such fitter-cum-welders along with 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.
- ii. The helpers may also be deployed in mechanical maintenance work.
- iii. The Service Provider / Contractor shall deploy more such workmen as and when required depending on the emergency / exigency nature of work and quantum of work.
- iv. The Service Provider / Contractor shall deploy supervisor having Diploma in Mechanical Engineering, in each shift to oversee daily mechanical maintenance work.

3.6. Manpower for Electrical Works

- i. The Service Provider / Contractor shall engage workmen of suitable skill category in adequate numbers of electricians daily and has to attend to and execute electrical jobs round the clock in the areas for electrical maintenance at plant as per requirement and specific instruction of the officer-in-charge. These electricians must possess license to work in both HT/LT lines.
- ii. The electricians should have electrical trade ITI certificate from Govt. approved or Govt. recognized institution. He should have practical experience of not less than 2 (Two) years in electrical maintenance of any plant/electrical equipment. Electricians should also have valid electrical license issued by local authorized Electrical Inspectorate, for the operation and maintenance of various equipment's & voltage level as per our requirement.
- iii. The Service Provider / Contractor should also deploy workmen who will act as helpers to the electricians and other technicians engaged in maintenance jobs regardless of mechanical or electrical type of work and should be capable of reading and writing clearly in local language.
- iv. The Service Provider / Contractor shall deploy supervisor in each shift. The supervisor should have Diploma in Electrical Engineering and possess electrical supervisor's license to oversee daily electrical maintenance work.

3.7. Manpower for Civil Works



All civil jobs involving masonry, repairs and maintenance of civil infrastructure inside the plant area, as required from time to time shall be under the scope of Service Provider/ Contractor. Accordingly, Service Provider / Contractor to engage workmen of suitable skill category.

3.8. Other Conditions on Manpower

- i. The service provider shall deploy activity area wise manpower for complete O&M of plant to achieve production. The manpower provided in clause 14 of Annexure 2A is tentative. The Service Provider shall make its own assessment and submit it along with bid. The Service Provider shall maintain the minimum manpower as submitted by them as a part of bid, through out the contract period. However, if there is any incremental requirement of manpower during the contract period for fulfillment of Scope of Work and achieving targeted quantity, the Service Provider shall deploy at its own cost.
- ii. The cost towards manpower shall be part of price quoted for per tonne production of ferro chrome
- iii. The service provider has to submit payment of wages document to the satisfaction of Labor Welfare and Accounts Section of IFCAL as per applicable Rules and provisions.
- iv. The Service provider shall provide the list of Manpower to be involved for Plant O&M, along with Qualification & experience with job role.
- v. In respect of all manpower deployed by the service provider for the delivery of services to IFCAL, the service provider shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages as fixed by the Govt. from time to time, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- vi. The service provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed as provided under the prevailing contract labor(R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

4. Statutory Laws

- 4.1. The contractor shall at his own cost, observe, perform, and comply with the provisions of the Acts applicable during the execution of this Agreement Rules/By-laws framed thereunder including, but not limiting to the following, and shall maintain such registers and documents as are required under the various statutes, for production of the same before IFCAL and /or other Statutory Authorities prescribed in this behalf as and when required. Non-compliance of the provisions/stipulations of these Acts will render the Contractor liable to payment necessary compensation/penalty as deemed fit by the Company:



- a. The Contract Labour (Abolition & Regulations) Act 1971;
 - b. The Payment of Wages Act 1936;
 - c. The Employees Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952;
 - d. The Maternity Benefit Act 1961;
 - e. The Payment of Bonus Act 1956;
 - f. The Factory Act 1948;
 - g. The Industrial Disputes Act, 1947;
 - h. The Payment of Workmen's Compensation Act, 1923;
 - i. The Minimum Wages Act, 1948;
 - j. The Payment of Gratuity Act;
 - k. Air & Water Pollution Acts;
 - l. Environment Protection Act 1986 and Environment Protection Rules 1986;
 - m. Indian Electricity Act, 2003;
 - n. Indian Electricity Rules, 1956;
 - o. Motor Vehicles Act, 1988
- 4.2. Employment of Labor and fixing of wages will be done as per the provisions of the Contract Labour (R & A) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and rules framed thereunder. The contractor shall also comply with all Acts and Rules framed thereunder by the appropriate Government from time to time including those governing the protection of health, sanitary arrangements, wages, welfare & safety of labour employed. The rules and other statutory obligations with regard to fair wages and all terminal benefits, welfare and safety measures, maternity leave, and maintenance of necessary registers etc shall be deemed to be part of the Agreement and shall be the sole responsibility of the Contractor. The Contractor shall get itself registered with concerned statutory authority as provided in the Act and shall be directly responsible to the authorities thereunder. The retrenchment compensation and other benefits to be provided shall be paid by the Contractor as per the provision of the Industrial Disputes Act. The Contractor shall strictly comply with the statutory rules and regulations, in respect of working hours of female labourers at site and other benefits available to such female labourers.
- 4.3. It shall be the sole responsibility of the Contractor to ensure all kinds of payments to his workers and submissions of returns in time, as required by various statutory authorities concerned. In case of the Contractor's default in making statutory payments in time, IFCAL reserves the right to deduct necessary amount from the Contractor's bill, toward such payment without prejudice to the rights and remedies of IFCAL
- 4.4. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, IFCAL shall recover from the service provider any cost or



expenses that it may have incurred or suffered on account of failure of the service provider.

- 4.5. The service provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the IFCAL and other authorities as and when required under any applicable laws.
- 4.6. The service provider shall be fully responsible for his workers with regard to terms of employment / non- employment and conditions of service. IFCAL will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in IFCAL.
- 4.7. There will be no relationship of Employer – Employee between the IFCAL and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the IFCAL.
- 4.8. The service provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946. In absence of such standing orders, the standing orders of IFCAL has to be implemented.
- 4.9. The Contractor shall indemnify IFCAL against losses or any claim that IFCAL might have to suffer on account non-fulfillment of statutory and other obligations by the Contractor

5. **Engineer-In-Charge & Contractor's Representative**

- 5.1. **Engineer-In-Charge:** HOD of the respective unit shall be Engineer —In-charge for this Job. The Engineer-In-charge will have full authority to act for and on behalf of the Company in all matters and to fulfill the Company's obligations under this Contract, except the authority to agree to any amendments or modifications to any terms of this Contact.

The Contractor shall report and provide all information and documents in the form and manner, as may be instructed by IFCAL, to any of its Company's Personnel, in respect of services being provided for the Scope of Work, from time to time.

- 5.2. **Contractor's Representative:** The Contractor will appoint a qualified, competent, and experienced Person as a coordinator within 7 days from the Contract Date (**"Contractor's Representative"**) who subject to necessary approvals, will be authorized, and empowered to act for and on behalf of the Contractor on all matters concerning this Contract and its obligations hereunder, except the authority to agree to any amendments or



modifications to any of the terms of this Contract. In all such matters, the Contractor will be bound by the written communications, directions, requests, and decisions given or made by the Contractor's Representative. The Contractor shall prior to making such appointment, obtain the prior written approval of the IFCAL. The Contractor shall provide the name, details and all information and details as may be required by the Company to satisfy itself about the suitability of such person to act as a Contractor's Representative. The Contractor shall provide the name and details of the person with due signature affixed with his recent passport size photograph duly counter signed by the Contractor requesting for entry pass in his favour. IFCAL may in its discretion require the Contractor to remove and replace any of the personnel/employees of the Contractor, including Contractor's Representative at any time, if the Company determines in its reasonable judgment that cause exists for such removal.

6. Rights, Title, and Use of the Existing Facilities

- 6.1. The Existing Facilities shall, at all times, be and continue to be the property of IFCAL. The Contractor shall not part with or create any Encumbrance on the whole or any part of the Existing Facilities, save and except as set forth and permitted under this Agreement.
- 6.2. The Contractor shall not, without the prior written approval of IFCAL, use the Existing Facilities for any purpose other than for the purpose of the Works and purposes incidental or ancillary thereto.

7. Damage to Existing Facilities

- 7.1. In case any damage is caused to the Existing Facilities which cannot be attributed to normal wear & tear or Force Majeure or any action on the part of IFCAL, the Contractor shall be liable to make good such losses caused to IFCAL
- 7.2. The losses caused to IFCAL as per clause mentioned above shall be determined by committee formed by IFCAL or any external agency as decided by IFCAL. The Contractor shall be liable to pay to IFCAL, in lump sum, the amount so determined within 30 days of submission of the report.

8. Operational Obligations of Service Provider / Contractor

8.1. Good Industry Practice

It shall mean the exercise of that degree of skill, diligence, prudence, and foresight in compliance with the undertakings and obligations under this contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Works;



The Contractor shall carry out the Works in accordance with the Good Industry Practice. The Contractor shall be deemed to be in Material Breach of Good Industry Practice, if IFCAL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to such breach by the Contractor:

- a. the maintenance of the Plant Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the Good Industry Practice.
- b. there has been a persistent let up in adhering to the Good Industry Practice and thereby the Plant Facilities or any part thereof is not safe for operations.
- c. There has been persistent breach of Good Industry Practice.

For avoidance of doubt, persistent breach shall mean:

- a. Any breach of Good Industry Practice by the Contractor, which has not been remedied by the Contractor within 15 days of the notice to remedy (the “Notice to Remedy”) in respect thereof issued by IFCAL;
- b. Recurrence of a breach by the Contractor during the pendency of Notice to Remedy given by IFCAL, and
- c. Repeated occurrence of a breach, notwithstanding that the earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

8.2. **Maintenance of Records**

Service Provider / Contractor shall keep complete and accurate records and all data required for the purposes of proper administration of this contract including, without limitation, an accurate and up to date operating log at the Plant Facility. The details of the maintenance record to be maintained and shared to IFCAL, whenever asked for. All records maintained shall be maintained for full Term of the Agreement.

8.3. **Administration of Contract**

The Contractor shall administer the Contract, and shall:

- a. Attend site meetings and any other meetings with IFCAL, as reasonably necessary for administration of this Contract
- b. Submit to IFCAL a monthly report describing the major activities for the preceding month and planning activities for the succeeding month. The report shall illustrate key performance indicators. The exact content of the report shall be agreed upon between IFCAL and the Contractor subsequent to Signing of Agreement.

8.4. **Management & Industrial Relations**

- 8.4.1. Except as expressly provided in this contract, the Contractor is responsible for all industrial and workplace relations matters relating to any of the Contractor’s employees,



agents, or consultants or an employee, agents, or consultants of the Contractor's sub-contractors.

- 8.4.2. The Contractor shall notify IFCAL of any management matter, including matters relating to industrial relations and industrial issues, which may affect IFCAL or the Contractor or the performance of the Works, and any measures which the Contractor proposes to take in relation these matters.
- 8.4.3. The Contractor shall not make any commitment or agreement relating to industrial relations of workplace matters which in any way interferes with affect IFCAL's position with respect to its own employees, agents, subcontractors, or consultants, including commitments or agreements which impact upon IFCAL's industrial obligations.
- 8.4.4. The Parties agree that nothing in this contract creates or is intended to create the relationship of employee and employer between IFCAL and any employee, agent, consultant, sub-contractor, or any other person employed or engaged by the Contractor to carry out the Works. Without limiting the extent of this clause, on termination of this contract and for any reason, IFCAL is not required or obliged to employ any employee, agent, consultant, sub-contractor, or any other person who is at that time, or was at any time previously, employed or engaged by the Contractor to carry out the Work.
- 8.4.5. If the Contractor has been involved in an industrial dispute or dispute which materially affects the Works for 7 (seven) days or more continuously, IFCAL may give the Contractor reasonable directions as to the resolution of the issue or dispute or any step which might be taken by the Contractor in relation to the issue or dispute.
- 8.4.6. It is expressly understood that the Contractor is an independent contractor and that the Contractor's employees are not agents or employees of IFCAL.

8.5. **Occupational Safety and Health**

- 8.5.1. The Contractor shall, at all times, at its cost, ensure that it takes all necessary precautions for the safety of all its personnel on the Plant Facilities, including the Contractor's employees, agents, consultants and sub-contractors and their employees, agents, and consultants.
- 8.5.2. The Contractor shall comply with all applicable laws including laws relating to occupational health and safety.
- 8.5.3. If the Contractor fails to comply with any obligation as mentioned above, IFCAL, upon notice, may perform any obligation of the Contractor on behalf of the Contractor, at the cost of the Contractor.



8.5.4. The Contractor shall submit to IFCAL within 24 (twenty-four) hours, detailed reports of any accidents and/or incidents. Accidents and incidents include all matters involving damage to any structure, equipment or vehicle, bodily injury or death, health problem, any matter involving the general public, any matter involving the Contractor's agents, consultants and sub-contractors, any matter involving any authority or governmental organization, any matter involving the environment and any other matter that may reasonably be deemed serious.

8.5.5. The Contractor shall bear the costs of any occupational safety and health mitigation measures implemented on the Plant Facilities. In the event of non-compliance to occupational safety and health measures or otherwise, the Contractor shall bear the full costs associated with fines, remediation, and/or compensation.

8.6. Accident or injury to workmen:

8.6.1. IFCAL shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the Contractor, save and except for accident or injury resulting from any act or default of IFCAL. The Contractor shall indemnify and keep indemnified IFCAL against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.

8.6.2. The Contractor shall at all times indemnify IFCAL against all claims for compensation under the provision of the Workmen's Compensation Act or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the Agreement and against all costs and expenses for penalties incurred by IFCAL in connection therewith and (without prejudice to any other means of recovery). IFCAL shall be entitled to deduct from the Contractor any money due or becoming due to the Contractor (whether under this Agreement or any other agreement) payable by way of compensation aforesaid or for costs or expenses in connection with and claims thereto. The Contractor shall abide by the decision of IFCAL as to the sum payable by the Contractor under the provisions of this clause.

8.6.3. In respect of all labourers employed by the Contractor on the Plant Facilities, the Contractor shall comply with all legislations and rules of State and/or Central Government or other local authority frame from time to time governing the protection of health, sanitary arrangements, wages, welfare, and safety for labor employed for the Works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.

9. Contract period



- 9.1. The contract time period shall be for a tenure of 3 (Three) years from the date of signing of agreement. Initially, the Service Order shall be released for one year and it shall be renewed every year at the sole discretion of IFCAL and depending upon the satisfactory performance of the Service Provider. The IFCAL management reserves the right to undertake the evaluation of the progress of work of the Service Provider during the last quarter/month of each year of the contract period.

10. Mobilization period to Start the operation of Plants and Stabilization Period

- 10.1. The Service Provider / Contractor shall be allowed a maximum of 15 days from date of signing of agreement for mobilizing its man, machineries, tools & Tackles, etc. for commencement of Plant operation.
- 10.2. 9 MVA furnace is ready for heating after re-lining. The Service Provider / Contractors shall achieve metal production from 9 MVA after 15 days from the day of switched ON the furnace. However, from 6.5 MVA furnace, metal production can start after heating and may take about 3 days.
- 10.3. A period of 60 days after mobilization period shall be considered as stabilizing period for both the furnace, the Service Provider / Contractor shall ensure that after the stabilization period, the plant runs at its full capacity
- 10.4. The LD/ Penalty shall not be applicable in the stabilization period.

11. Premature Termination of Contract

IFCAL may at its sole discretion, terminate the contract / agreement, for its convenience at any time during the term of agreement, where in the sole opinion of the IFCAL, to continue with the operation under the contract / agreement would cause it significant ongoing financial losses. If it is deemed necessary by the management to terminate the contract at any point of time, then the management shall intimate this decision to the contractor with at least 30 (thirty) days' prior notice to stop engagement of his / her/ their labour. The contractor has to abide by and carry out such decision of the management unconditionally and without any complaint. Also, he/ she/ they cannot claim any damages / compensation on account of such termination of contract.

12. Suspension of Services

- 12.1. IFCAL on its own convenience or for Contractor's defaults, may suspend all or any part of the Services by the way of issuing notice to the Service Provider / Contractor at any time during the Term, stating the estimated length of and reason for the suspension. The Service Provider / Contractor shall on receipt of a notice of suspension take all reasonable steps to reduce any cost consequent upon the suspension. If requested by the IFCAL to



do so, the Contractor shall promptly re-direct its workers/labor force and/or the Contractor's Equipment and material from the IFCAL's Facilities to work on a portion of the Site unaffected by the reason for the suspension or may withdraw the workers / labor forces within 15 days.

- 12.2. On receiving the notice of Suspension, the Contractor / Service Provider shall submit the plan of deployment of minimum manpower in different areas as required to maintain the plant in ready for operation once suspension is revoked. IFCAL shall form a committee to decide and finalize the minimum manpower as submitted by the Contractor. The manpower requirement shall be only of unskilled, semiskilled, skilled, and highly skilled category. The monthly wage cost for minimum manpower shall not exceed 10% of the monthly contract value.
- 12.3. During the suspension period, IFCAL shall pay the minimum wages as per the latest rate published by Odisha Government for the minimum manpower as approved by the committee as per clause 12.2. There shall be no other payment other than above during the suspension period.
- 12.4. Suspension may be revoked by the IFCAL, by giving a notice period of 15 days to the Service Provider / Contractor. During the notice period, Service Provider / Contractor shall reinstate the workers/ labours, equipment, material to the level as it was before the suspension and shall run the plant the targeted capacity.
- 12.5. Maximum tenure for suspension shall be of 2 months. Before the expiry of the suspension period, the IFCAL management shall decide on continuation of suspension for further period for another one month or termination of contract and shall inform the Service of its decision to Provider / Contractor in writing.

13. Survival of Termination

Termination shall not relieve the Service Provider / Contractor or IFCAL of any obligations incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

14. Contract Price and Terms of Payment

14.1. Payment of Contract Price



14.1.1. The place of payment shall be at the IFCAL Plant, Jajpur.

14.1.2. No amount shall be payable by the Company to the Contractor during the De-mobilization Period. No amount will be payable by the Company to the Contractor, for the period during which there has been no supply of manpower.

14.1.3. Terms and Procedure of Payments

- I. The Contractor will submit Invoices in the form of a written document to the Company in triplicate providing details of the Scope of Work rendered, on a monthly basis within a week of the succeeding month (**“Invoice”**), duly certified by the Engineer-in-Charge of Production department, along with the following documents:
 - a. Copy of the attendance sheet endorsed by the Engineer-in-Charge
 - b. Copy of documents evidencing payment of all statutory dues to the Contractor’s Staff and such other compensation as is required to be paid under Applicable Laws.
 - c. Copy of the wage register evidencing up to date payment of wages of all the employees/Contractor’s Staff employed at the Site by the Contractor. The wage register should have been endorsed by the Contractor;
 - d. Copy of the challans evidencing payment of provident fund and ESI dues of the Contractor’s Staff for the month to which the invoice relates by the Contractor;

Documents submitted as a part of clause b,c, d as mentioned above will be verified by HRD department.

- II. All bills shall mention the PAN, GST and the service tax registration number of the Contractor. The bills shall clearly specify the period to which it relates and such other details as the Company may notify from time to time. The Contractor will at all times ensure that Invoices are raised in accordance with the relevant provisions of Applicable Laws, so as to enable the Company to avail credit of the taxes indicated in the said Invoice, in the best possible manner.
- III. The Company shall have the right to reject any bill which does not contain the details as specified herein or as may be required by the Company from time to time. Further, the Contractor shall be responsible for any delay in the payment on account of non-submission of bills as mentioned in Clause 2.3.1 above. In such a case, the Contractor hereby agrees to provide seamless uninterrupted services to the Company as mentioned in the Contract.
- IV. This is an O & M contract. Payment shall be made based on tonnage of metals dispatched for sale duly handed over by the contractor. Monthly bill shall be raised by the contractor towards execution of work and submitted to the production department within a week in the subsequent month along with the proof of wages



paid, statutory deposits made. Bills should be submitted in quadruplicate. Payment will be made after due verification of payment sheet with the attendance record by the concerned user department and approval of the same. The contractor shall attach proof of deposit of statutory / other dues, if any, of the previous month.

- a. Contractor will raise the bill normally as per the dispatch quantity in a month as per the weighment record in the following format i.e. Dispatch quantity in MT X Final quoted Rate/MT
- b. If dispatch quantity is less than the handled quantity (Finished Stock), then billing will be done, dispatch quantity in MT X Final quoted rate/MT + Rest of the handled quantity in MT X 95% of the final quoted rate/MT
- c. If no dispatch in a month, then billing will be done, Total handled quantity in MT (Finished stock) X 95% of the final quoted rate/MT
- d. The balance 5% will be paid after dispatch of the material.

15. Price Revision

The rates quoted by the selected Service Provider shall remain firm & fixed during the first quarter or part thereof, of the Contract Period.

First Quarter: 01-April to 30-Jun, Second Quarter: 01-Jul to 30-Sep, Third Quarter: 01-Oct to 31-Dec, Fourth Quarter: 01-Jan to 31-Mar of every year.

For example if the agreement signing date is 02-Feb-2023, in that case the next price revision shall be effective from 01-Apr-2023 and post that price revision will be done on quarterly basis.

15.1. Base date for price revision

The base price for the first price revision shall be the Contract price to be finalized against this tender and the base date for the Price Revision clause shall be defined as below:

For First Price Revision: Date of submission of bid

For Subsequent Price Revisions: Date of Last Price Revision

15.2. Periodicity of Price Revision: Quarterly

15.3. Formula for Price Revision:

“Revised Rate: Overall O&M Activities”

= “Base Rate: Overall O&M Activities” x [0.15 + {0.53 x (Lr/ Lb)} + 0.18 x {WPI:A(R)/WPI:A(B)} + 0.14 x {MPD(R)/MPD(B)}]

Where, Non-Escalable component is 15% and Escalable component is 85% of the quoted price.



$$Lr = \frac{N1 \times Wr1 + N2 \times Wr2 + N3 \times Wr3 + N4 \times Wr4}{(N1 + N2 + N3 + N4)}$$

$$Lb = \frac{N1 \times Wb1 + N2 \times Wb2 + N3 \times Wb3 + N4 \times Wb4}{(N1 + N2 + N3 + N4)}$$

N1: Number of Unskilled Workers, N2: Number of Semiskilled Workers, N3: Skilled workers and N4: Number of Highly Skilled Workers as per the deployment plan.

15.4. Data sources based on which price revision is going to be worked out:

- i) Wr1, Wr2, Wr3, Wr4 = Latest available minimum rate of wages for unskilled, semiskilled, skilled and highly skilled categories of employees respectively – as published on the website of Labour Commissioner, Odisha, Bhubaneswar, Government of Odisha (<http://labour.odisha.gov.in/>)
- ii) Wb1, Wb2, Wb3, Wb4 = Minimum rate of wages for unskilled, semiskilled, skilled and highly skilled categories of employees respectively as on base date – as published on the website of Labour Commissioner, Odisha, Bhubaneswar, Government of Odisha (<http://labour.odisha.gov.in/>)
- iii) WPI:A(R) = Latest Available WPI index with base year 2011-12 in force in respect of the Commodity/ Component (Name: All Commodities, Code: 1000000000) published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (<https://eaindustry.nic.in/>).
- iv) WPI:A(B) = WPI index with base year 2011-12 in force in respect of the Commodity/ Component (Name: All Commodities, Code: 1000000000) as on base date - as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (<https://eaindustry.nic.in/>).
- v) MPD(R)= Latest Available Market Price of Diesel in nearest Oil PSU Filling Station, Jajpur Road, as provided by that Oil PSU in Jajpur Road, Odisha.
- vi) MPD(B) = Market Price of Price in nearest Oil PSU Filling Station, Jajpur Road, as on base date, as provided by that Oil PSU in Jajpur Road, Odisha

16. Taxes & Duties

16.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws



as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of IFCAL subject to submission of documentary evidence to the satisfaction of IFCAL.

- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by IFCAL on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts
 - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services



- (Central tax, State tax, integrated tax, Union territory tax or Cess);
- l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to IFCAL and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make IFCAL enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to IFCAL/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
 - vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The Service Provider hereby undertakes to indemnify IFCAL, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by IFCAL.

16.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by IFCAL to the Service Provider in accordance with the provisions of Income Tax Act,1961.

17. Liquidated Damages

The Plant shall normally be run in Three shifts i.e. "A" "B" "C" from 7 AM to 3 PM, 3 PM to 11 PM, 11 PM to 7 AM with daily routine checks. The monthly target for production of HCFC metal shall be 1400 MT minimum.



- 17.1. If the Contractor fails to deliver the services in each month during the contract period and any extension thereof, unless such failure is due to force majeure situation or due to IFCAL's default, liquidated damages (LD) shall be imposed by IFCAL on the Contractor. However, imposition of LD shall be without prejudice to the other remedies available to IFCAL under the terms of the Service Order / Agreement.
- 17.2. In case of shortfall in the monthly service/targets, the Contractor shall be penalized at the rate of 10% of applicable awarded rate on monthly shortfall of quantity of metal produced, subject to maximum value of 10% of the Contract Value (excluding taxes & duties). The assessment of the shortfall quantity shall be done on monthly basis for withholding Penalty amount if any. However, if the shortfall quantity is made up by the end of contract year, the Penalty shall be refunded without interest.
- 17.3. If at any time during the Service Order / Agreement, the contractor encounters conditions that may impact the short-fall in production, the contractor shall promptly notify to IFCAL in writing of the fact of the short-fall, its likely duration and its cause(s). As soon as practicable after performance of the contractor's notice, the IFCAL shall evaluate the situation and may at its discretion waive the LD/penalty on the request of the Contractor
- 17.4. IFCAL shall have full liberty to realize the LD through the following ways:
- A) Appropriation of the Performance Security; OR
 - B) Appropriation the of EMD (in case provision of Performance Security does not exist); OR
 - C) Reduction of the invoice/document value and release of the payment accordingly
- 17.5. Any waiver of LD shall be at the sole option of IFCAL only and any extension must be in writing and with the approval of the competent authority of IFCAL.

18. Designated nodal officer and key contacts of IFCAL

Name of Person: Ashok Ranjan Bhoi
Designation: General Manager (Electrical)
Email: bhoi.ashok1968@gmail.com

AND

Name of Person: Rasmi Ranjan Biswal



Designation: AGM (Mechanical)
Email: rasmiranjanbiswal@yahoo.in

19. Limitation of Liability

19.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

20. Compliances to policies and standards adopted or to be adopted by IFCAL

The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by IFCAL or OMC (after merger).



Annexure 2A: Detailed Scope of Work

The Contractor shall undertake the complete Operation and Maintenance (O&M) of the Ferro Chrome at IDCOL Ferrochrome & Alloys Ltd, FC Project, Jajpur Road, Jajpur as per the details contained herein below. The scope of work mentioned below is indicative, the contractor shall be overall responsible for achieving the targeted quantity. Any jobs related to achievement of targeted quantity or as directed by IFCAL representative for achieving target shall be under the scope of work of contractor.

1. Furnace Operation

Contractor shall be responsible for achieving targeted monthly quantity of 1400 t/month by Operating and Maintaining the plant. The Operation & Maintenance (O&M) of furnace shall be as per the below mentioned scope of work and the guidelines of IFCAL. The scope of work mentioned.

The plant has 2 Nos of Sub-merged Electric ARC Furnaces. (Minimum 1400 tonnes / month on an average from both furnaces)

- MVA submerge Arc furnace (Reduction Furnace No I) (minimum 950 tonnes/month)
- 6.5 MVA submerge Arc furnace (Reduction Furnace No II) (minimum 450 tonnes /month)

Both the furnaces are not operating since, July, 2022. 9 MVA furnace is ready for heating after re-lining. Metal production to be achieved after 15 days from the day of switched ON the furnace. However, from 6.5 MVA furnace, metal production can start after heating and may take about 3 days.

Contractor has to ensure 3 shifts operation of both the furnaces. Following manpower to be essentially deployed apart from the other manpower as required

- a. Control Desk Operator (CDO)- According to shift operation, the contractor shall engage CDO for both the furnaces. The CDO must have following knowledge and experience
 - operation of the control desk,
 - batch setting,
 - to maintain the required furnace electrical load
 - electrode slipping and casing marking
- b. Shift-In-Charge: One shift-in-charge is required to be engaged for both the furnaces to supervise all the activities in the shift to achieve target production. The shift-in-charge must have experience in ferro alloys plant and must be qualified with BSc or Diploma in metallurgy.



- c. Overall, In-Charge – One Overall In-Charge is to be engaged in general shift to look after overall activities to achieve target production. The furnace In-Charge must be
- a graduate engineer with minimum 3 years experience in ferro alloys production or
 - a diploma holder with minimum 5 years of experience in ferro alloys production in case

1.1. Charging Car (Electric & Diesel operated):

Charging car is used for 9 MVA furnace and for 6.5 MVA charging is ensured through the charging chute. In case of 6.5 MVA, charging cars are used only in case of breakdown of the system. The contractor works shall include:

- i. Operation & Maintenance of Charging Car to draw the charge mix from bin and to push the charge mix into the furnace. O&M includes activities not limited to changing of battery, cleaning of the charging car, changing of wheel, cleaning etc.
- ii. The Contractor shall ensure 3 shift operation of the charging car.
- iii. Diesel required for charging car operation is to be borne by contractor.
- iv. Manual racking to be done in both 9 & 6.5 MVA furnaces by ensuring all safety appliances/PPE by the workmen.

1.2. Operation & Maintenance of EOT Cranes: EOT Cranes of capacity 25/10 MT & 15/5 MT

- i. O&M of cranes for handling of hot metal ladles, slag pots, casting pits or any other material that may require lifting and shifting by cranes .
- ii. The Contractor to maintain a log book during his shift for record and for verification by IFCAL as and when required.
- iii. The Contractor shall ensure the cleaning of the crane, crane cabin etc. and smooth operation of cranes as per Standard Operating Procedure (SOP).
- iv. The Contractor shall ensure that the Operators engaged by him are adequately experienced enough in hot metal / slag handling / Casting / Pouring etc.

1.3. Tapping of hot metal, slag from the furnaces and related activities:

- i. The Contractor shall be responsible for taphole, runner maintenance and other related jobs.
- ii. Operation of tap hole / plugging, Oxygen lancing of tap hole, as and when required to open the tap hole.
- iii. Lancing Pipe to be provided by Contractor at its own cost.
- iv. The Contractor shall ensure 3 shift operation.



- v. The Contractor shall ensure the housekeeping of the Tapping Stand, Cast House and other related areas of the Furnace.
- vi. The Contractor shall ensure the release of the mould and CI plate from the pit after sufficient cooling and then, hot metal cake to be placed for natural cooling.
- vii. MS poking rods to be provided by contractor at its own cost.
- viii. Maintenance of the furnace taphole whenever it is necessary including welding works if any.
- ix. During work at the Furnace & Cast House area, all the workers (provided by Contractor) present must wear the FR (Flame Retardant with Radium Reflector) suit, FR helmet; safety shoes, Nose Mask, Goggles all the time.

1.4. Operation & Maintenance of Cast House (Operations):

A. Pre-Tapping Activities:

- i. The Contractor shall provide all the necessary tools & tackles for tapping like lancing pipes, MS rods, Crowbar, plugger, sample spoons, etc. at its own cost. However, tap hole clay, sand and Silicate shall be provided by IFCAL. Shaped Tap hole clay for closing the tap hole shall be prepared by contractor
- ii. The Contractor shall ensure tapping arrangements i.e., cleaning and dressing of spout, runner & tap hole area with sodium silicate water mixed sand, placement of ladle & slag pot beneath to furnace spout, lancing pipe fitting for Oxygen gas Lancing etc.
- iii. All tapping activity including tap hole and spout repairing, pasting, dressing as per the requirement.
- iv. Cleaning of metal/slag deposits around Tap hole and track line area.
- v. Dressing of CI moulds, CI frame pits and slag pots with lime coating as per the guidelines.

B. Tapping Activities:

- i. Chipping of tap hole before lancing.
- ii. Poking of tap hole by MS rod to drain out the metal & slag.
- iii. Collection of metal & slag samples during every tapping & taking it to the laboratory.
- iv. Cleaning of the tapping platform & surrounding area in each shift shall be done regularly.

C. Post Tapping Activities:

- i. Removing CI moulds, slag pots/ladles from tapping points to designated area of crane bay for stripping of CI mould Cake after solidification & pouring of hot slag.
- ii. Shifting of the slag cakes to designated area after cooling.
- iii. Shifting of metal cake & slag with the help of EOT crane.
- iv. Contractor shall keep the area clean
 - a. Shall remove used stuffs of MS rod & lancing pipe from tapping area to the designated area or as Instructed by the Production/shift In-Charge.
 - b. Removal of broken metal/slag pieces immediately in each shift to designated place for stacking
 - c. shall clean spillage in each shift from tapping and track line area
 - d. Floor cleaning



- v. During the shutdown time, any corrective and preventive action including cleaning the hood & other miscellaneous jobs shall be done.

D. General:

- i. General maintenance of refractory activities on regular basis.
- ii. Water drainage and water drain out from water logging areas in and around the cast house & furnace area to be done either by machine or manually.
- iii. Preparation of tap hole clay for closing the tap hole.

1.5. Ladle Lining

- i. All the ladles to be brick lined as per requirement. Ladle lining are the most vital job during furnace operation. All the ladle should be checked thoroughly after cleaning and before tapping.
- ii. Damaged ladle should kept separate for repairing and lining.
- iii. Experienced mason must be engaged for ladle lining.

1.6. Paste Feeding to electrode.

- i. Ensure that paste level is measured as per the schedule and Filling of paste as per the instruction of IFCAL staff
- ii. Shifting of carbon paste from paste stocking area to casing floor, breaking to size (2" to 4") and filling into the electrode casings as instructed by the in charge. Ramming of paste will be done in case if it is required and instructed by production In-charge.
- iii. Before feeding the paste the unloading area will be cleaned thoroughly by compressed air/manually.
- iv. Feeding of paste into casing with the help of forked shovel. Generally paste feeding is done once in a day but in case of emergency, it shall be done as per the instruction of Production-in- Charge.
- v. Covering the casing with lid after feeding the paste.
- vi. Housekeeping of casing floor on day to day basis.

2. Operation & Maintenance of Briquette Plant including Chrome Ore Dryer & Screening Unit

- i. Operation & Maintenance of all the Equipment of Briquette Plant for feeding and storage of Materials to respective Silos and for producing, curing and storage of Chrome ore Briquettes
- ii. Return fines feeding and cleaning of the system and equipment for any jamming is to be done immediately
- iii. Molasses, Lime, Diesel and water filling in the respective Tanks is to be done without any loss or overflow of the same.
- iv. Diesel / Furnace oil for operation of dryer shall be supplied by the contractor at its own cost. The current practice is to keep oil in barrel. Also, there are 12 storage jars with a capacity of 1000 litre that may be used by contractor, if required.
- v. Operation of Double Shell Rotary



- Dryer with its Burner unit efficiently to get 1 to 2% moist Chrome ore fines is desirable
- vi. Operation, cleaning, and maintenance of Critical equipment like Briquette Press and Paddle type Mixture machine (Paddle / Spiral type) has to be carried out with utmost care
 - vii. All the Belt conveyor decks and walkways are to be cleaned on regular basis
 - viii. House Keeping of total Briquette plant and surrounding areas has to be done regularly.
 - ix. Supervisors with proper experience are to be deployed to supervise the jobs
 - x. Preventive maintenance of all the equipment has to be carried out as per the instructions of the Officer in charge.
 - xi. If any Break down occurs, it is to be attended immediately and proper maintenance has to be carried out till the equipment resume its operation. Contractor has to arrange manpower immediately.
 - xii. Sufficient Manpower of Fitters, Welder & Helpers with relevant experience for attending maintenance activities has to be made available at the site. Dryer operators & supervisors should be available during operation.
 - xiii. All safety appliances, common spanners for maintenance job shall be provided by the Contractor.
 - xiv. The Contractor will supply required manpower (Skilled, semiskilled & unskilled attendants) for Production, Break down & maintenance of the Briquette Plant
 - xv. The Contractor to ensure security of all materials and equipment handed over to them The Contractor will be held responsible for the loss or damage of while handling equipment, Building & control room office equipment. The loss will be recovered from the Contractor.
 - xvi. Proper housekeeping, internal drains cleaning; collection of internal spillages like lime, molasses, chrome etc. will be maintained at site by the Contractor.
 - xvii. The Contractor shall return all unused material including steel, equipment, raw materials etc. to IFCAL in good condition after finishing the job at site and before vacating the site
 - xviii. After finish of all work, before vacating the site, Contractor will clear the site of all debris, scrap etc.
 - xix. All the PPEs equipment is under contractor scope.

3. Raw Material Handling and Feeding:

Raw Materials: Chrome Ore (Fines & Lumpy), Briquettes, Magnesite/Serpentinite, Quartzite, Nut coke, Lime, Molasses, etc. The contractor will strictly follow the scope work for Raw material feeding and do the following work on regular basis

A. Feeding

- i. Proper stacking of receipted Raw Materials (by road) to a suitable height in the Raw Materials storage yard or at any other place as may be advised
- ii. Loading of materials from the storage yard to day bins and Screen station bins.
- iii. Feeding of Raw materials into the furnace through the belt conveyers or any other equipment provided by the company. For this purpose, adequate trained men power



is to be deployed by the Contractor at different locations in consultation with the plant site engineer for efficient operation of the Feeders, Belt Conveyers and Screens etc.

- iv. O&M of chrome ore screening unit, collecting of under size / oversize materials in Hyva / any other vehicles from various places below vibratory screens or other outlets, transport and unload the same at the specified place. This also includes operation of outlets of the bins.
- v. Loading and shifting of oversize friable from the briquette plant ground hopper area to the raw material stock yard or any place as may be advised by the site engineer.
- vi. The labour deployed by the Contractor shall break the oversize lumpy friable ore manually for feeding into the furnace.
- vii. The Contractor shall be responsible to feed required batches per shift into the furnace. The manpower deployed by the Contractor should frequently clean the vibrating-feeder, bunker chute etc. in regular interval for easy flow of materials.
- viii. Bin level is to be reported to the Control Room Operator at the beginning of every shift.
- ix. The Contractor should deploy adequate number of heavy vehicles like Hyva, Pay Loader etc. for feeding of raw-material or taking out the screened fines from time to time. In case of break down, alternate arrangements will be done by Contractor. The crew required for above operation of heavy vehicle should be supplied by the Contractor.
- x. All safety appliances/PPEs will be supplied by the Contractor.

B. Handling of Briquettes

- i. Trained manpower is to be placed at the briquetting plant as per requirement
- ii. Green Briquettes are to be shifted to the storage shed under the advice of site in-charge (as and when required) by Using pay loaders.
- iii. Proper care is to be exercised by the Contractor's people to avoid breakages of green briquettes while shifting
- iv. In case fines generation is more due to handling, then the Contractor will arrange for the manual screening of the same to segregate fines from the briquettes
- v. After proper curing of briquettes (Minimum 72 Hrs.), the Contractor will feed the briquettes into the ground hoppers by loader and tippers under the supervision of RM feeding in-charge

4. Primary and Secondary Material Handling.

- i. Primary breaking (manual) of metal cake to the size of 10-100 mm or any other size as per requirement & weighing. Ensure Prime metal recovery from prime yard should be 90%.
- ii. Packing & loading of the primary handled metal in IMT jumbo bags into the trucks for export/domestic sale. Packing & loading of the primary handled metal in 50 kg gunny bags into the trucks (manual packing & loading) for export/domestic sale.
- iii. Receiving 10-100mm size clean metal from primary yard & returning the slag touch metal to primary yard. Sizing the clean metal received from primary yard to 10-100mm. Sizing the received metal to 10-50mm or any other size as instruction.



- Screening the fines generated during sizing in 10mm & 3mm screen.
- iv. Packing of the fines of different fraction either in gunny bags or in 1 MT jumbo bags by weighing in weighing scale & stitching the same.
 - v. Loading of bags into the trucks either manually or by using lifting equipment after proper weighing, packing, and sealing for dispatch.
 - vi. If it is damaged by the contractor personal, then the same will be repaired by the/recovered from the contractor.
 - vii. Regular housekeeping and water spraying on the finished product area and surrounding transportation area, Grass cutting if necessary.
 - viii. While dumping slag in the slag yard, if, any case metal goes along with slag the same is to be recovered back by engaging manpower.
 - ix. Spout skulls, cast house mixtures, cake handling Mixtures shall be handled every day and metal, Slag, mix metal. + 20 mm mixture should not be transported to MRP area.
 - x. Mix metal should be handled every day without fail and the size should be 10- 50 mm only.
 - xi. Removal of top slag of the hot metal cake & cake breaking slag should be loaded into the Pay loader/ truck for dumping in the slag Yard.
 - xii. Packing and stitching the same material for any alternative dispatch arrangement, if, required by client
 - xiii. All personal protective equipment (PPE) like safety shoes, safety helmet, Hand gloves and goggles shall be in contractor's Scope.
 - xiv. All the vehicles whatsoever required for the said job shall be under Contractor's scope.
 - xv. The clean metal received from primary yard 10-150mm is to be sized to 10-40mm,10-50mm, 10-60 mm, 10-70/80 mm, 10-100mm and 0-10/20/30 or any other size as advised by the site in- charge.
 - xvi. +10mm fraction is to be added to the prime metal.
 - xvii. In case of breakdown of stitching machine stitching has to be done manually without any extra cost.
 - xviii. All type of blending activity and +20mm screened MRP Metal should be transfer to site. Stitching Machine shall be in Vendor Scope.
 - xix. Contractor must take all the care to limit generation of under size to 2.0% max. Contract must take care of size of the material as desired by the site in-charge. Permissible oversize nil. Forked belcha has to be used to minimize the fines as per instruction of the site in charge. Plane belcha and Fork belcha shall be in contractor's scope
 - xx. Entire area allotted to the contractor for handling of finished product & the road used by the contractor for transportation has to be regularly cleaned & water spraying to be done by the contractor for effective dust suppression.
 - xxi. All tools and tackles required from time to time shall be arranged by the Contractor.
 - xxii. The sized metal shall make a lot and make ready for sampling by making pits and trenches. The metal lots to be covered by tarpaulin as per instruction of the site in-charge. Sealing of bags & sealing of trucks are under contractor scope.
 - xxiii. Discipline, rules & regulations of the Company implemented from time to time shall be followed accordingly
 - xxiv. The demurrage charges for retention



of trucks due to Contractor's failure in dispatching the required trucks are to be borne by the contractor.

- xxv. All slag generated during primary and secondary handling should be transported to designated area is in contractor's scope and Vehicle required for the above job is also in contractor's scope.
- xxvi. With actual production quantity, the WIP should be 10% of production and maximum 10% of the production should go to MRP in the size of minus 20 mm only.+20mm generated on MRP has to processed by Primary Handling contractor. Billing will be on net dispatch of product basis
- xxvii. Each Lot should be suitably prepared by the contractor for the analysis. Free slag should be zero in the sized product before offering for analysis. If slag is found in the offered lot, the entire quantity will be rejected and contractor should re-handle the same on the same day, till it is certified by the QC dept. /third party.
- xxviii. Permissible Oversize — Nil
- xxix. Permissible Undersize – 2 % max
- xxx. If the contractor fails to process the quality and quantity as directed by the company, IFCAL is free to engage any other agency to complete the job. If any extra expenditure / differential amount are incurred for execution of the job, the same shall be deducted from the concerned Contractor bill
- xxxi. Metal heap for the said day to be completed before 4 PM
- xxxii. IFCAL shall provide 1 MT jumbo bags & 50 kg gunny bags

5. Operation & Maintenance of Metal Recovery Plant including spares

Contractor shall deploy Manpower for System operation, Ground hopper filling, Removal of Over size from Grizzly, breaking of contamination up to 100mm size, crushing through crusher, Screening, recirculation of +20mm size, jigging of 10-20mm & 3-10mm jam clearing, collection of jigged metal, removal of slag and collection of spillages, cleaning spillage from Conveyor Belt etc. Housekeeping related to MRP-1 area should be given priority on daily basis.

- i. Contractor shall be responsible for operation and maintenance of MRP for smooth running
- ii. All the spares required will be in the contractor's scope.
- iii. During shutdown job of MRP your personnel shall be available to execute the work.
- iv. Contractor shall ensure for weighment of Jigged & picked 10-20mm and 0-10 mm salable metal in company's weighbridge by using vehicle and to be stored in to the stockyard.
- v. You shall clean the hutch product accumulated below the jigs regularly.
- vi. The slag-touch material and slag, if any, present in the jigged metal has to be picked physically.
- vii. Housekeeping of the MRP area has to be done regularly by you along with water spraying to suppress dust.
- viii. Picking of +20 mm Metal and Remelt from the mixture generated at MRP:

6. Finished Good Loading, Un-Loading & Loading of Incoming and Outgoing Materials



The Service Provider / Contractor has to deploy equipment such as loaders, tippers etc. at its own cost for loading and unloading of finished goods and incoming & outgoing of materials excluding chrome ore and coke.

7. Mechanical Maintenance

7.1. Scope of Work of Mechanical Maintenance including O&M of plant pump house

- i. The Service Provider / Contractor shall maintain the furnaces round the clock in a year with deployment of its competent & medically fit manpower under his supervision. The detail jobs, the Service Provider / Contractor have to provide the service of mechanical maintenance of 9 MVA & 6.5 MVA furnaces & its auxiliaries, so as to produce HCFC Metal.
- ii. The Mechanical maintenance includes preventive, periodic, corrective maintenance including breakdown maintenance.
- iii. The manpower to be engaged by the contractor viz. Master technicians, Fitters, riggers, welders, plumbers, and Supervisors etc. should have experience in the respective field of maintenance like Submerged arc furnaces, EOT Cranes, Hydraulics, Charging systems, RMHS, APC System and Utilities etc. The contractor has to issue height pass to all mechanical workmen for working at height as per Safety policy
- iv. The Contractor shall carry out all the maintenance works in the areas mentioned below
 - Furnace No 1 & No 2
 - EOT Cranes, Monorail Crane
 - APC Plant
 - Raw Material Handling System (RMHS)
 - Pump house, MRP -1, Compressors etc.
 - Maintenance of Casing Workshop equipment's (Shearing Machine, Bending Machine & Punching Machine).
 - All other equipment related to production.
- v. Apart from the maintenance works contractor has to do the fabrication, erection jobs of casing, fabrication of platforms etc. as per the requirement of department.
- vi. The contractor shall deploy adequate manpower in shifts & General shift to carry out maintenance work for smooth Running of the plants
- vii. The manpower engaged should have experience in the respective field of maintenance in 9MVA & 6.5 MVA Submerged arc furnaces, EOT Cranes, APC System, Pump House, compressors, Cooling Towers etc.
- viii. The Contractor has to provide consumables like cutting gases, welding electrodes etc. wherever required.
- ix. The contractor shall take all safety measures during attending the maintenance works
- x. All safety appliances shall be supplied by the contractor to his manpower.
- xi. The manpower engaged in the shift duties shall be capable of checking the condition



- xii. & health of equipment/machinery which are in operation in respective areas
- xii. The contractor shall ensure proper housekeeping of maintenance area.
- xiii. The contractor shall ensure that the plant will not stop in any shift due to absence of his manpower.
- xiv. The Manpower engaged by contractor shall be competent enough to carry out any break- down maintenance and to resume the unit in operation within less time.
- xv. The manpower engaged in shift duties shall report to the shift engineer of concerned area in the stipulated time in every shift.
- xvi. The contractor shall arrange sufficient manpower for smooth running of the plant and to avoid any breakdowns
- xvii. It is the responsibility of the contractor to maintain discipline among the manpower in attending and discharging their duties
- xviii. If any person found indisciplined or non-competent to field of work or unwilling to follow the instructions of the shift engineer, such person shall be replaced by suitable one
- xix. It is the responsibility of the contractor to see persons are relieving on man-to-man basis during the beginning of shift.

7.2. Key Deliverables for Mechanical Maintenance:

- i. To ensure Zero accident of maintenance crew during work.
- ii. Contractor has to ensure that all the breakdown/shutdown jobs are completed within scheduled time.
- iii. Contractor shall ensure that the equipment's should not stop due to poor maintenance.
- iv. During the maintenance if the equipment gets damaged then the contractor has to bear the equipment cost.
- v. The contractor has to engage adequate manpower required during breakdown/shutdown.

7.3. Casing Fabrication & Erection:

- i. Unloading of casing sheet from transport vehicle or shifting the sheet from main stores to working area/site.
- ii. Shifting of casing sheets to the casing fabrication area for Fabrication of casing as per drawing. Shifting of electrode casing from fabrication area to furnace 3rd floor electrode casing fixing area.
- iii. Fixing of the casing on the electrode column with proper alignment.
- iv. Full welding by ESAB/ Equivalent certified by the Mechanical Head made welding electrode (3.15mm,2.5mm dia.) & grinding of casing surface (each rib welding should be 650 mm welded in each side.)
- v. Cleaning of the rust from the surface of the fabricated casing before fixing
- vi. Writing down the casing marking numbers with yellow paint & brush will be supplied by The Contractor.
- vii. All consumables including oxygen, LPG/DA, welding electrode, cutting set accessories to be Contractor scope. (Welding machines, cutting set, grinding machine to be contractor scope).



- viii. A minimum stock of 3 nos. fabricated casing for each furnace should always be available in casing floor and at least 3 nos should always at site stock.
 - i. If the surface of casing got rusted, then the same must be cleaned before fixing
 - ii. Maximum diameter tolerance shall be within $\pm 1.0\text{mm}$
 - iii. Every fabricated casing will be inspected by our authorized person before fixing, if found defective, it will be rejected & material cost for the same shall be deducted from your bill.
 - iv. During fixing of casing, the same must be inspected by our authorized person.
 - v. The casing reading is to be written by you with paint as per direction of our operation in- charge.
 - vi. The Contractor shall maintain the upkeep & Maintenance Service of 5 MT EOT hoist, bending machine, shearing machine, Punching Machine & other equipment shall be provided by IFCAL. If failed, alternative arrangement shall be made by the Contractor.
 - vii. The Contractor shall maintain proper housekeeping & scrap material shall be dumped in an ear marked area
 - viii. In case of breakdown of any machineries/ Hoists the casing fabrication & fixing shall be continued with alteration.
 - ix. Consumables items i.e. oxygen, LPG/DA. Welding electrode etc. are to be provided by contractor.
 - x. Free issue: Casing sheet size of 2500 MM x 1250 MM x 2.5 MM Thick, Electricity.
 - xi. Damaging of any machinery due to improper handling (shearing, Bending Machine, Monorail hoist etc.) the damaged amount will be deducted from the bill.
 - xii. The manpower to be engaged by the contractor viz. /Supervisor, Fitters, riggers, welders, Helper etc. should have experience in the respective field of casing fabrication and erection jobs of Submerged arc furnaces.
 - xiii. All safety appliances/PPE will be supplied by the Contractor

8. Electrical Maintenance

The Contractor shall be responsible for all maintenance of all electrical equipment and infrastructure which includes but not limited to electrical installation at plant, sub-stations, DG set, building & offices, borewell pump etc. The Contractor is responsible to provide Services from qualified and experienced persons.

8.1. Electrical installations at IFCAL plant including all electrical equipment, administrative building and other offices, other operational areas and plant lighting

The Contractor shall operation and maintenance services for LT / HT switches /starters / VCBs, electrical installations of IFCAL Plant, Administrative office, workers canteen and other offices etc. The area of O&M also includes other operational area such as EOT Cranes, Compressors, Furnace Auxiliary, Pump House, Briquetting Plant, Screen Station, Chrome Ore Dryer, RMH & Jigging Plant MRP I & MRP II, Crusher, APC Plant, Charging Car, Monorail Crane, Lift, Workshop, Power supply system, drives and control system of all equipment's. The contractor shall maintain proper illumination at plant site and shall



maintain Street lighting, plant boundary lighting and common lighting facilities in the Plant round the clock.

If required, the contractor shall cut bush & tree branches which are coming across the LT overhead conductors of boundary street lighting system & obstacles to boundary streetlights.

Following jobs to be carried out by the contractor.

- a. Condition monitoring of all the vital equipment like HT/LT Transformers and switchgears, EOT Cranes, Compressors, Screen Station, Furnace Auxiliary equipment etc.
- b. Co-ordinate with various operational areas inside the plant, attending the phone calls, detects the fault and rectify.
- c. Shift Maintenance including overhauling and up keeping of HT equipment & LT equipment, maintenance of various drives, power supply systems and control systems.
- d. Providing services as per instruction of HODI or his authorized representative.
- e. Rectification of faults during production process and replacement of defective switches/spares if required in order to maintain smooth production.
- f. To maintain all electronic measuring and indicating instruments, electronic weighing batching controllers of Screen Station for furnaces and laboratory.
- g. To prepare the daily and monthly power consumption report of the plant.
- h. Maintaining the Shift Logbook/ register for both 33/11 KV Control Room & LT Control Room.
- i. To maintain plant and office lighting, Plant earthing system and Battery Room.
- j. Up keeping, recording, and monitoring of energy meters inside the plant.
- k. Checking, testing, rectification of total earthing system at plant including up keeping & testing measurement of earth pit resistance both at sub-station and other operational area. The work allotted in shifts shall be attended immediately and reported to HEAD (Elect.) for its progress. However, the complains received from other operational areas inside the plant like nonfunctioning of auxiliary equipment directly linked with production process etc. should be attended immediately.
- l. Regular switching "ON" and "OFF" Plant-lights.
- m. Periodical maintenance of light fittings & Plant light fittings with replacement of defective light fitting/fitting cover/ lamp, if necessary.

8.2. Operation and Maintenance of Sub-Stations, transformers, DG set, HT overhead lines, HT/ LT cables and plant pump house including submersible pump

Contractor to provide O&M for following installations:

- a) 33KV /11KV, 2X20 MVA sub-stations



- Sub-station 1: 2X20 MVA, 33/11 KV
- Sub-station 2: 2X1 MVA, 11/0.4 KV
- Reduction Furnace 11/0.08 KV, 9 MVA Transformer
- Reduction Furnace 11/0.1 KV, 6.5 MVA Transformer
- b) 625 KVA & 75 KVA DG Set
- c) HT overhead lines: IFCAL Plant Sub-station to JK Road Grid Sub-station, length approx.7KM
- d) HT/LT Cables: Main feeding / Tie cables, service connecting cables, street lighting cables, pump cables etc. at IFCAL Plant, Jajpur Road.
- e) Plant Pump House including submersible pumps bore well pump and water supply pumps.

Following jobs to be carried out by the contractor.

i) Sub-Station Equipment

- a. Routine cleaning of transformer, breaker, distribution boards, Lighting Arrester etc. with blower and cloth.
- b. Oil filtration/Oil changing of transformers whenever required.
- c. Replacement of Parts/fuses of fuse units/breakers etc. as required excluding capital/Preventive maintenance /repairs of breakers.
- d. Attending the break downs.
- e. Cleaning of trenches.
- f. Operation of breakers, G.O. switch, fuse units etc.
- g. Maintenance of logbook and history sheet of sub -Station equipment.
- h. Cleaning of Sub-stations premises inside of 11 KV Control Room, LT Control Room and 33/11 KV Switch Yard.
- i. Up-keeping of Sub-stations and Sub- Stores maintained in Control Room.
- j. Regular watering of earth pits as and when required.
- k. The contractor and his workmen shall keep the fencing protected and keep the constant watch on the gate of the sub-station to prohibit entry of unauthorized personnel in the premises.
- l. Checking, monitoring, rectification of faults in Sub-station panel & other distribution panels inside the Plant including meters, lamps, switches, breaker etc.
- m. To maintain all the electrical equipment of 9 MVA & 6.5 MVA Furnace and its auxiliary, 20 MVA Transformers, 1 MVA Auxiliary transformers, ASEA and Jessop crane, monorail crane, Charging car, 33 KV outdoor S/s and its auxiliary, HT and LT Control room etc.

ii) 625 &75 KVA DG Set

- a. Routine cleaning of both the DG set, breaker, distribution boards, etc. with blower and cloth.
- b. Oil checking/Oil changing of DG set whenever required.
- c. Replacement of Parts/fuses of fuse units/breakers etc. as required excluding capital/Preventive maintenance /repairs of breakers.
- d. Attending the break downs and operation of DG during emergency power failure.



- e. Cleaning of DG set and panels.
 - f. Maintenance of logbook and history sheet of DG set.
 - g. Up-keeping of DG Room maintained in Control Room.
 - h. Regular watering of earth pits as and when required.
- iii) **HT and LT overhead lines:-**
- a. Patrolling of HT lines whenever required.
 - b. Attending breakdown of lines i.e. changing of insulators, conductors, replacement of poles etc.
 - c. Operation of GO switches, replacement/rectification of GO switches & DO fuse etc.
 - d. Preventive maintenance of overhead lines, such as checking of bindings, jumpers, guarding etc. in both HT and LT lines
 - e. Cutting of trees/tree branches as and when required with the help of IFCAL HRD Deptt.
 - f. Checking, testing, rectification of LDB, PDB ckts, including replacement of MCBs, wire, fuses etc. as mentioned area in sl. no1.
- iv) **HT/ LT Cables: -**
- a. Temporary laying of a fresh or existing HT/LT cables on ground, air, conduits etc. Primarily to restore power supply in case of a breakdown or to provide temporary power supply connection as required.
 - b. Attending all sorts of defects in the main service cables such as straight through joints terminations and other joints etc.
 - c. Checking, testing fault finding, rectification / termination of PVC insulated armored underground cables including fixing of glands, lugs, drilling of holes etc.
- v) **Plant Pump House: -**
- a. Routine cleaning of motor control board with blower and cloth whenever required.
 - b. Overhauling of motors such as greasing, cleaning of bearing, changing of bearing in cases of emergency and tightening or connection re-termination etc. excluding rewinding of motors.
 - c. Rectification of faults and rectification/ replacement of defective parts, changing of fuses, tightening of cable lead, re-jointing/ changing of defective cables etc.
 - d. Maintenance of logbook and history sheets of all the equipment installed at IFCAL plant Pump House
 - e. Recording the water supply arrangement to plant operation and Furnace transformer and furnace cooling daily.
 - f. To assist the pump operator for electrical maintenance as and when requirement arises.
 - g. The service provider should ensure proper interaction with IFCAL pump operators for effective regulating of water supply.



8.3. Operation & Maintenance of 9 MVA & 6.5 MVA furnace APC Plant

The APC plant has following electrical infrastructure

- 160 KW Blower motor with VVFD panel for 9 MVA Furnace operation
- 132 KW Blower motor with VVFD panel for 6.5 MVA Furnace operations.

The APC Plant is a semi-automatic with VVFD control panels for 132 KW and 160 KW blower motors to control the frequency, voltage, air pressure etc. and to be inspected and checked periodically on every 1 to 2 hours duration. The person engaged is a APC plant experienced with minimum 10 years' experience and highly qualified personnel's with adequate expertise in VVFD control panels.

i) Operation of APC Plant

- a. Ensuring the cleaning of APC Plant area.
- b. Ensuring the cleaning of both 9 MVA & 6.5 MVA APC plant hoppers, carrying them to the outside of APC plant area, spraying water.
- c. The Contractor shall ensure that the operators engaged by him are adequately experienced enough in ID fans, Bag house screw conveyors, Air Fans Dampers and Cleaning cycle and any other equipment related to APC System.
- d. The contractor must ensure cleaning of all hoppers completely at the end of the day failing which penalty may be imposed.
- e. Ensure cleaning the entire APC plant floors & any other activities as & when required as per the instruction of IFCAL executive.
- f. Ensure the continuous operation of APC system in all three shifts Water spraying and housekeeping around the APC System on regular basis.
- g. All PPE will be supplied by the contractor

ii) Scope of work and nature of jobs to be carried out during the maintenance period for APC Plant.

- a. Routine cleaning of VVFD panels, Blower motors, breaker, distribution boards, etc. with blower and cloth.
- b. Lubrication/Oil changing of various valves whenever required.
- c. Replacement of Parts/bag filters etc. as required excluding capital/Preventive maintenance /repairs of breakers.
- d. Attending the break downs.
- e. Cleaning of APC Control room.
- f. Operation of APC Plant, VVFD breakers, fuses units etc.
- g. Maintenance of logbook and history sheet of APC Plant equipment.
- h. Cleaning of APC Plant premises inside of Control Room, and APC Plant Yard.
- i. Regular watering of earth pits as and when required.
- j. Checking, monitoring, rectification of faults in VVFD panel & other distribution panels inside the APC Plant including meters, lamps, switches, breaker etc.



- k. To maintain all the electrical equipment of 9 MVA & 6.5 MVA Furnace in conjunction with APC Plant operation.

During the repair/maintenance/overhauling of certain equipment's 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.

The contractor will have no objection to engagement his labours in any area as will be decided by the HOD (Electrical) or his representative.

8.4. Scope of Work for General Shift

- i. Shift duty in Ferro Chrome, trouble shooting of shift breakdowns and logging the readings of electrical parameters of critical equipment's as per log sheet/ check list on daily basis
- ii. Maintenance of battery bank distilled water top up in batteries & Battery gravity checking
- iii. Maintenance of 11 KV Star Delta Switch, Diverter switch and heat exchanger of both 9 & 6.5 MVA Furnace Transformer (Make-ABB).
- iv. Maintenance of 25/10 & 10/5 T EOT crane, (Jessop & Asea), Monorail crane, vibrating feeders
- v. Maintenance of 415 V LT Panel feeders and ACB's of MCC/PDB, High Mast, field instruments and 1 MVA X 2 Aux. Transformer.
- vi. Motor overhauling up to 130 KW including bearing replacement
- vii. Shift Electrical maintenance work on daily basis as directed by the IFCAL Engineer In-Charge
- viii. Maintenance of 9 & 6.5 MVA furnace transformers and its control panel, control desk etc.
- ix. Shift persons should be continuing the next shift if shift reliever is absent
- x. Lighting maintenance work for sufficient illumination level at different area
- xi. Trouble shooting of Power and control circuit Air Compressor and etc.
- xii. Silica gel drying and replacement in breather
- xiii. Maintenance of High Mast
- xiv. Straight through Jointing of Festooning cable in the EOT crane as and when required
- xv. Materials shifting from main store to Sub Store
- xvi. Earth pit cleaning including grass removal
- xvii. 33 KV Switch yard Cleaning & House Keeping work (Grass & Equipment Cleaning)
- xviii. Welding M/c connection & disconnection
- xix. All safety appliances/PPE related to electrical will be supplied by the contractor

9. HOUSE KEEPING:



The contractor shall be responsible for housekeeping of all plant area. The Contractor will deploy adequate manpower on daily basis to keep the working areas such as Ground Hopper to the revolving conveyer on the top floor of the Furnace building, Day bin building, Ground Hopper of the briquette plant to the chrome ore screen, Briquette storage shed and APC area etc. neat and clean as advised by the RM feeding in-charge. Spillage materials in the RMHS area is to be collected and shifted to the respective storage areas or to any other place as may be advised by RM feeding in-charge. The Contractor shall abide by all Government statutory & legal rules as per factory Act. All safety appliances/PPEs and cleaning appliances to be supplied by the contractor

A. MISCELLANEOUS JOBS:

- i. The Contractor has to deploy required number of supervisors, skilled, semiskilled, and unskilled workmen commensurate with nature and quantum of the work to be carried out in each shift. Persons must be available in all the working days even on Sundays & holidays being continuous process industry.
- ii. The Contractor has to bring all tools & tackles (shovels, crowbars, hose pipes, chipping hammers etc.) and safety equipment for carrying out all jobs under scope of work and failure which company will provide the same and the amount will be deducted from the contractor's bill.
- iii. Contractor shall not withdraw the manpower, tools, and tackles from the site without prior permission from the site head.
- iv. Contractor shall make security arrangement for storage of his tools and tackles against theft.
- v. Other miscellaneous jobs falling under the scope of work as defined above, the contractor has to perform the same diligently under the advice of the plant engineer.
- vi. Manpower engagement for Drainage cleaning in and around Raw Material handling area as when required.

B. Cleaning of Day Bin & Vibro Feeders

- i. The Contractor is responsible for cleaning all the Vibro-feeders in the Day Bin twice in every shift. The contractor shall Ensure while cleaning the same, the weighing equipment installed are not damaged.
- ii. The contractor has to arrange to clean all the charging bins & Vibro-feeders once in every shift.
- iii. The contractor shall ensure while cleaning the same, the weighing equipment installed are not damaged.
- iv. The contractor is responsible for cleaning of return idlers of all conveyors and its track line. The Contractor shall ensure while the same, the bin position sensing equipment installed are not damaged. Cleaning of drains relating to furnace complex area is to be done by the house keeping crew.
- v. The Contractor has to clean all the charging bins & pneumatic gates once in every shift.
- vi. The Contractor is responsible for cleaning of all conveyor lines and its track line. The contractor shall ensure while cleaning the same, the bin position sensing equipment



- installed are not damaged.
- vii. Contractor has to ensure the material flow is smooth & the Furnaces shouldn't suffer for these problems.
 - viii. All tools & tackles required shall be provided by the Contractor.
 - ix. PPEs (Safety appliances) shall be provided by the Contractor

10. Environment & Safety

- i. Water sprinkler to be run on regular basis throughout the allocated area in an interval of 4 hrs time
- ii. Water sprinkling to be done by garden hose pipe around furnace area and cutting the grass on regular basis
- iii. Floors of finished product area should be cleaned on regular basis by water sprinkling first and then swiping the floor.
- iv. Drains, in and around the finished product area should be cleaned on regular basis. Scraps and other foreign materials to be cleaned on regular basis.
- v. If any urgency the unskilled people will engage in GCP area for cleaning activity.
- vi. Always use dust bin for waste material without falling here and there.
- vii. A team has been made for examine the above activity on regular basis. Failure of the same will knock the penalty clause as deemed fit.
- viii. All required PPEs shall be provided by Contractor to all the workmen irrespective to their nature of job. Noncompliance of safety (PPE) shall attract a penalty as per prevailing policy of IFCAL and if any PPEs are supplied by IFCAL, then cost of the same shall be recovered from the contractors bills.
- ix. Contractor must ensure safe working practice by their employees,

11. Consumables

Contractor to arrange following consumables at its own cost for smooth running of plant

- a. Lancing pipe
- b. Oxygen cylinder
- c. DA / LPG cylinder
- d. Welding electrode
- e. Poking Rod (22-25 mm)
- f. HSD / Furnace oil
- g. Plane Belcha & Forked Belcha

12. Tools & Tackles

The contractor is to arrange all the tools and tackles as required for fulfilment of scope of work in sufficient quantity at his / her / their own cost for use by his / her / their labours and shall ensure that the work is not hampered due to want of these tools and tackles. Some of the tools & tackles are highlighted below



- a. Crowbar
- b. Chisel with pneumatic breaker
- c. Chisel with electrical breaker
- d. Shovel
- e. Fork shovel
- f. Hammer
- g. Web/Belt sling
- h. Raincoat
- i. Pipe wrench
- j. Broom stick
- k. Welding and cutting set
- l. Trolley
- m. Wooden hammer
- n. Measuring tape
- o. Torch light
- p. Plastic rope
- q. Control Room cleaning item
- r. Bucket
- s. Apron (ladies)
- t. Chemical half face mask
- u. Face shield
- v. Safety Belt (double lanyard)
- w. Megger 1000 V.
- x. Multimeter
- y. Earth Tester.
- z. Tong Tester
- aa. Crimping tool.
- bb. Tachometer.
- cc. Pliers (nose & cutting) and screwdriver/connector.
- dd. Screw driver set.
- ee. Spanner set "Ring type"
- ff. Spanner set "D type"
- gg. Spanner set "Box type"
- hh. Pulleys suitable for stringing of conductor. As required
- ii. Manila rope 1" dia
- jj. Crowbar
- kk. Spade
- ll. Hammer 10 lb
- mm. Torch
- nn. Balance ladders
- oo. Ladders (Aluminum / Bamboo)
- pp. Hand gloves, safety belt & discharge rod



- qq.** Welding Items
- rr.** Welding Machine
 - i. Welding Holder
 - ii. Welding Screen
 - iii. Welding Electrode Oven
 - iv. Aluminum Welding Cable
 - v. Copper Short Cable
 - vi. Gas Cutting Torch Set
 - vii. Gas Cutting Hose, Oxygen
 - viii. Gas Cutting Pipe
 - ix. AG-4 Grinding Machine
 - x. LPG Regulator
 - xi. LPG Regulator Adaptor
 - xii. Flash Back Arrestor LPG, Regulator End
 - xiii. Flash Back Arrestor LPG, Torch End
 - xiv. Oxygen Regulator
 - xv. Flash Back Arrestor Oxygen, Regulator End
 - xvi. Flash Back Arrestor Oxygen, Torch End
 - xvii. Gloves for Mechanical Job
 - xviii. Gloves for Operation Job
 - xix. Portable Welding Machine
- ss.** Mechanical Tools & tackles
 - i. DE spanners (6 mm to 32 mm)
 - ii. Ring spanners (6 mm to 32 mm)
 - iii. Box spanner (Heavy Duty)
 - iv. Box spanner (Normal Duty)
 - v. Hammering Spanner (Ring) 30,36,41,46
 - vi. Adjustable Spanner 250 mm
 - vii. D Spanner Single ended 70
 - viii. D Spanner Single Ended 55
 - ix. Allen Key Set (mm).
 - x. Allen Key Set (Inch)
 - xi. Centre Punch
 - xii. Belt Fastener Tightening Spanner
 - xiii. Measuring Tape
 - xiv. Circlip Plier External
 - xv. Circlip Plier Internal
 - xvi. Screw Driver 450 mm
 - xvii. High Lighter
 - xviii. Lighter Stone
 - xix. Inside Calliper



- xx. Outside Calliper
- xxi. Multi Screw Driver Set
- xxii. Hand Lamp
- xxiii. Oil Cane
- xxiv. Industrial Torch Rechargeable
- xxv. Ball pen Hammer
- xxvi. Chipping Hammer
- xxvii. Electric Plier
- xxviii. Chain Pulley Block — 3 Ton .5 Mtr Lift
- xxix. Chain Pulley Block — 2 Ton .5 Mtr. Lift
- xxx. Chain pulley Block - 2 Ton .20 mtr Lift
- xxxi. Chain pulley Block - 5 Ton .5 intr Lift
- xxxii. Chain Spanner - 200 mm
- xxxiii. Tongue Chain Wrench - 300 mm
- xxxiv. Hook Chook — 5 Ton
- xxxv. Hook Cho-k - 3 ton
- xxxvi. C Spanner with ratchet - size 80 mm
- xxxvii. Strap Wrench
- xxxviii. Magnetic Drill up to 30mm
- xxxix. Hand Drill up to 12mm
 - xl. Bearing Puller — for 200mm dia. bearing
 - xli. Marble Cutting Machine
 - xlii. Two Wheeled Barrow
 - xliii. Gasket Cutter
 - xliv. Paint Brush 4 Inch
 - xlv. Hacksaw Frame
 - xlvi. Cycle Tube 2M Long
 - xlvii. Shim Cutter

13. Spares

IFCAL shall provide all spares at its own cost except for MRP operation. For MRP operation and maintenance all the spares required are in contractor's scope.

14. Manpower

Tentative List of Manpower - Overall Operation & Maintenance

No.	Job Description	Manpower Skill	Unit	Manpower
1	Briquetting Section	Un-Skilled	No	40
	Loading of Raw material	Un-Skilled	No	4



	Furnace Operation		No	92
	Overall Shift in charge		No	6
	Furnace in charge for Quality Control and Overall in charge		No	1
	Metal handling including MRP		No	40
	Loading of metals & unloading of materials		No	10
	Total – A			193
2	Mechanical Maintenance	Supervisor	No	1
		Pump Operator	No	3
		(Welder/Cutter)	No	8
		Helper for Fitter	No	10
		Plumber	No	2
		Fitter	No	8
		Multi Technician	No	2
	Total -B			34
3	Electrical Maintenance	Overall in-Charge	No	1
		Electrician	No	12
		Helper	No	12
	Tot-I - C			24
4	House Keeping	Unskilled Labor	No	04
	Tot-I - D			04
	Total – A+B+C			255

15. Pollution Control

The Selected Contractor to assess and take all necessary measures / action for pollution control if any.





Annexure 2B: Proforma of the Agreement to be Signed between IFCAL and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

The IDCOL Ferro Chrome & Alloys Limited, Subsidiary of IDCOL, an undertaking of the Government of Odisha and having its office at Jajpur, Odisha (hereinafter referred to as “IFCAL”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 and having its registered office at [•] (hereinafter referred to as the “Service Provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

i) the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to IFCAL through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the “Tender”) for the Procurement of Servic-s - [•] (through e-tendering;

on the basis of the said Tender, IFCAL has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same

ii) ;

the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tende

iii) r;

the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement

iv) ;



5. NOW THEREFORE THE PARTIES hereby agree as follows:
The mutual rights and obligations of the Service Provider and IFCAL shall be as set forth in this Agreement, in particular:

(a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and

IFCAL shall make payments to the Service Provider in accordance with the provisions of this Agreement

(b) .

1. Conditions of Contract

(a) Contract Period: <include relevant clauses from SCC>

Payment Terms: <include details related to the final quoted /negotiated price

(b) s>

<Other important terms and conditions may be include

(c) d>

The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreeeme

(d) nt

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreeeme

(e) nt

All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreeeme

(f) nt

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of IFCAL
(Authorized Representative)
Name:

For and on behalf of M/s.
(Authorized Signatory)
Name:



Designation:
Address

Designation:
Name of the Service Provider:
Address:

In presence of the following witnesses

Name:
Designation:
IFCAL
Address

Name:
Designation:
Name of the Service Provider:
Address:



Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by the IDCOL Ferro Chrome & Alloys Limited (IFCAL) for the “Procurement of Services – [•]”, including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)



Annexure 4: Price Bid Format

#	Item Description	Estimated Quantity (in Tonne) to be Handled per Annum	Quoted Rate per Tonne	Total Amount without Taxes	Total Amount in Words without Taxes
A.	Operation & Maintenance of Ferrochrome Plant with Target Production of 1400 MT High Carbon Ferro Chrome (HCFC) per month	1400 X 12			

Signature of the Bidder with seal



Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:



**Annexure 6: Check-list for the Techno-Commercial Bid
(to be enclosed with the Techno-Commercial Bid)**

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7)		
2	Incorporation related documents (Refer Chapter 7)		
3	Tax related documents (Refer Chapter 7 & Annexure 11)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Manpower Deployment Plan as per Annexure 12		
11	Annexure 13 - Affidavit (in case of Proprietorship)		
12	Annexure 14 – Integrity Pact		
13	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal



Annexure 7: Mandate Form - on the letterhead of the Bidder

To

IDCOL Ferro Chrome & Alloys Limited
 Ferro Chrome Project, Jajpur Road,
 Dist: Jajpur (Odisha)-755020

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from IDCOL Ferro Chrome & Alloys Limited through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit	Branch State			
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the IFCAL Ltd. responsible.



Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal



Annexure 8: Format for Performance Security

BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“Service Provider / Contractor”) and IDCOL Ferro Chrome & Alloys Limited having its office at having its office at Jajpur, Odisha ("IFCAL") has issued a Letter of Award (LoA) dated (the "LoA") whereby IFCAL has agreed to engage the Service Provider / Contractor for (the “agreement”).
- (B) The LOA requires the Service Provider / Contractor to furnish Performance Security to IFCAL of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to IFCAL upon occurrence of any failure or default in due and faithful performance of all or any of the Service Provider / Contractor’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider / Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as IFCAL shall claim, without IFCAL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from IFCAL that the Service Provider / Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that IFCAL shall be the sole judge as to whether the Service Provider / Contractor is in default in due and faithful performance of its obligations under the agreement and its decision that the Service Provider / Contractor is in default shall be final, and binding on the Bank, notwithstanding



any difference between IFCAL and the Service Provider / Contractor, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Service Provider / Contractor for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, IFCAL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider / Contractor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for IFCAL to proceed against the Service Provider / Contractor before presenting to the Bank its demand under this Bank Guarantee.
5. IFCAL shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Service Provider / Contractor contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by IFCAL against the Service Provider / Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to IFCAL, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by IFCAL of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider / Contractor or any other forbearance, indulgence, act or omission on the part of IFCAL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by IFCAL in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Service Provider / Contractor under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the



expiry of the Guarantee Period, and unless a demand or claim in writing is made by IFCAL on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of IFCAL under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of IFCAL in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of IFCAL that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by IFCAL pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities



thereunder, irrespective of whether the original has been returned to us or not.

- 13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (ANDHRA BANK, IFCAL CAMPUS BRANCH, BHUBANESWAR, IFSC Code ANDB0001059)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....



Annexure 9: SA 8000 Compliance Format

A. Basic information

Name of the organization	
Registered Office Address	
Telephone No / Mobile No.	
Name of the contact person	
Number of employees (staff and Workers)	

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes / No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes / No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining? Yes / No
If no, how do you ensure freedom of expression? (Write NA if you mark as yes)



- In case of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring /promotion in your organization?

- Do you provide appointment letter to your employees? Yes / No

- Do you maintain a documented terms and conditions of employment, or personnel file? Yes/ No

- If no, how do you terminate your employee?

- How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

- How many shift you have? _____ shifts

- Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how he / she is compensated?



- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No
- Lowest amount (salary / wage) you pay to your employees? Rs. _____/- (per day)
- Highest amount paid by you? Rs. _____/- (per day)
- Is there any case of deduction in wage? Yes / No
- In case, it is yes, what are the general reasons for such deduction?

- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers
Yes / No

Declaration:

We do hereby declare that our organization is committed to the principles of social accountability. We will promptly implement remedial / corrective actions identified against the requirement and will promptly inform your organization. We also declare that the sub contractors / sub supplier's performances are monitored by us regarding issues related to SA8000.

Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned information are correct to the best of our knowledge

(Signature)

Name of the person: _____

Designation: _____

Date _____/_____/_____

Seal of the organization



Annexure 10: Format Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service provider)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. IDCOL Ferro Chrome & Alloys Ltd., Jajpur, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order for the supply of on terms and conditions set out inter alia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees only)

And Whereas, it is required under the above mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of.....calendar months from the date of receipt of stores or actual working hours from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier.
- II. any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services loaned by indemnified for use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the guarantee, or supply spare stores for the defective portion only free of cost at site in respect of the purchase order/ service order obligations that emanate from the same already referred to the extent of ₹.....(Rupees..... only)



For

(Signature with Name and Designation)

Station:

Date:

Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address



Annexure 11: Rate of GST

The bidders are required to provide the description of activities and applicable GST in the below format

S No	Description	SAC/HSN Code	Rate of GST
1	Operation & Maintenance Contract of Ferro Chrome Plant		

Signature

Seal



Annexure 12: List of proposed manpower

Sl. No	Area of Operations	Manpower Type	No.s
1	Briquetting Section	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
2	Loading of Raw material	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
3	Furnace Operation	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
4	Metal handling including MRP	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
5	Loading of metals & unloading of materials	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
4	Mechanical Maintenance	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
5	Electrical Maintenance	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
6	House Keeping	Highly Skilled	
		Skilled	
		Semi Skilled	
		Un Skilled	
7	Supervisory Staffs		



		Overall Shift in charge	
		Furnace in charge for Quality Control and Overall, in charge	
		Mechanical Supervisor	
		Electrical Supervisor	

Signature

Seal



Annexure 13: Affidavit for Proprietorship firm

Affidavit

(On INR 100 stamp and to be notarised)

I, _____ s/o Sh. _____ resident of _____ do hereby solemnly affirm and declare as under:

- 1 That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.
- 2 That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).
- 3 That my PAN and GST are as follows:
 - PAN: _____
 - GST: _____

That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected, and IFICAL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

Place _____

Date: _____



Annexure 14: Integrity Pact

Integrity Pact

Between

IDCOL Ferrochrome & Alloys Limited (IFCAL) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 - Commitments of the Principal

- 1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the Contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the



execution of the Contract or to any third person any material or other benefit which he/ s he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings in the manual of IFCAL.

Section 4 - Compensation for Damages

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section 5 - Previous transgression



- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure.

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, IFCAL.

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/ Chairman of IFCAL.

Section 9 - Other provisions

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.
- 2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



5 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

