

TENDER NOTICE NO.IFCAL/SEC/1263

DATE : 23.12.2021

IDCOL FERRO CHROME & ALLOYS LTD.,
(A Govt of Odisha Under Taking)

JAJPUR ROAD, JAJPUR, ODISHA
PIN – 755020

TENDER CALL NOTICE NO.IFCAL/SEC/1263
DATED 23.12.2021 FOR ENGAGEMENT OF SECURITY PERSONNEL ON
ANNUAL CONTRACT BASIS AT IDCOL FERROCHROME & ALLOYS
LIMITED , FERRO CHROME PROJECT , JAJPUR ROAD AND TALANGI
CHROMITE MINE , TALANGI ,PO- KANSA DIST-JAJPUR.

Period of downloading of Tender Document : 28.12.2021 to 10.01.2022

Last Date & Time of submission of Tender : 12.01.2022 UP TO 3.00 P.M.

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

MANAGING DIRECTOR

IDCOL FERRO CHROME & ALLOYS LIMITED
(A Wholly owned subsidiary of IDCOL)
A Govt. of Odisha Undertaking
P.O. Ferro Chrome Project- 755020, Jajpur Road, Dist. Jajpur

TENDER DOCUMENT

FOR

ENGAGEMENT OF SECURITY PERSONNEL ON ANNUAL CONTRACT BASIS

AT

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

&

**TALANGI CHROMITE MINE,
TALANGI, P.O. KANSA, DIST. JAJPUR.**

**Signature & Seal of
Tenderer / Bidder**

IDCOL FERRO CHROME & ALLOYS LIMITED
 (A Wholly owned subsidiary of IDCOL)
 A Govt. of Odisha Undertaking
 P.O. Ferro Chrome Project- 755020, Jajpur Road, Dist. Jajpur

TENDER CALL NOTICE No. IFCAL-SEC/ 1263**Dtd. 23.12.2021**

Sealed bids are invited in the prescribed manner from reputed and well established Security Agencies having valid license, registration number, for engagement of security personnel at IDCOL Ferro Chrome & Alloys Ltd., Ferro Chrome Project, Jajpur Road, Jajpur and Talangi Chromite Mine, Talangi, P.O. Kansa, Dist. Jajpur.

1. Contract period : Two Years
2. Mode of submission of tender document : By Regd. Post /By Speed Post/By Courier/By hand
3. Date of downloading : 28.12.2021 to 10.01.2022
4. Last date and time for receipt of tender documents : Up to 3 P.M. Dt.12.01.2022
5. Date of opening of the tender : at 3.30 P.M. on dt. 12.01.2022
6. How to obtain the tender documents : It can be downloaded from our Website (<https://ifcal.nic.in/tenders.html>) & <https://www.idcorissa.com/tender.html>
7. Cost of Tender document : Rs.590/-(Rupees Five hundred ninety only. The cost of tender document i.e. Rs.590/- shall be submitted in shape of D/D or Bankers cheque along with the tender document.
8. Amount of Earnest Money Deposit (EMD) : Rs.5,00,000/- (Rupees five lakhs) only in shape of Account Payee D/D drawn in favour of IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road.
9. Address for sending tender document : The Managing Director,
IDCOL Ferro Chrome & Alloys Ltd.,
At/P.O. Ferro Chrome Project,
Jajpur Road, Dist. Jajpur
Pin-755020

Signature & Office Seal

IDCOL FERRO CHROME & ALLOYS LIMITED
 (A Wholly owned subsidiary of IDCOL)
 A Govt. of Odisha Undertaking
 P.O. Ferro Chrome Project- 755020, Jajpur Road, Dist. Jajpur

FORMAT FOR GIVING DETAILS OF TENDERER/ BIDDER

1.	Name & Address of the Tenderer Organization / Agency with phone/mobile number, email of contact person.	
2.	2(a).Status of the Organization whether Proprietor / partnership/private or public Ltd. Company. 2(b). Document evidencing the formation of organization like Regd. Partnership deed/ Memorandum/ article of association/certificate of incorporation / in other document in support of formation of the entity.	
3.	The establishment must be registered with the Government as per the prevailing statute like private Security Agencies (Regulation) Act, 2005. Attach a copy of same for evidence purpose.	
4.	Please attach copies of return for last 3 years of Income Tax.	
5.	Are you covered by the labour legislation, Such as, ESI, EPF Act., etc. (Supporting documents be attached)	
6.	Service Tax Registration No. in similar type of Classification. Please attach copy & copy of labour licence, if obtained earlier.	
7.	PAN (Please attach copy)	
8.	Please attach balance sheets of the organization, duly certified by Chartered Accountant for last 3 years	

9.	Acceptance of terms & conditions attached (Yes / No.) in separate letter head of company. Please sign in each page of terms and conditions as a token of acceptance and submit as part of tender document.	
10.	<i>Please submit an undertaking that no criminal case is pending against the proprietor / partner or the Company/Agency participating in the tender. Indicate if, any conviction in the past against the Company / firm / partner / proprietor.</i>	
11.	Solvency Certificate of Rs.25 lakhs from the bank where you maintain the A/C. Preferably any nationalized bank.	
12.	The bidder shall have at least 3 (Three) years of experience in providing security services.	
13.	Evidence of availability of training facility and service equipments.	
14.	<p>Attach copy of evidence that, Agency should have been awarded and successfully carried out at least one single security work order involving deployment of 50 or more Security Personnel during a financial year from 01.04.2018 to 31.03.2021. Certificates pertaining to these needs to be enclosed with the bid.</p> <p>The "Organisation" means the Government organizations like State/ Central/ or PSUs</p>	
15.	<ul style="list-style-type: none"> • Details of instrument of Earnest Money Deposit (EMD) • D.D. No. and date Amount Rs..... • Payable to IDCOL Ferro Chrome & Alloys Ltd. • DD issued from and name of the Bank. • DD Payable at 	

ELIGIBILITY CONDITION:

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences in support of the followings along with the Techno-commercial Bid i.e.

Part-I:-

- I. Experience in successful completion of at least one security contract (one single work order) involving engagement of 50 or more well trained Ex-Servicemen/Ex-Paramilitary forces/ personnel as security guards/ supervisors, during last 3 (Three) years i.e. not earlier than 2018 in any State/Central Government organization. This has to be evidenced by an experience certificate along with relevant work order copies.
- II. Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five lakh) only in shape of Demand Draft/Pay order/Bank Guarantee drawn on any nationalized bank favouring 'IDCOL Ferro Chrome & Alloys Ltd., payable at Jajpur Road.
- III. Valid License from the appropriate authority under the Private Security Agencies (Regulation) Act-2005.
- IV. The bidder shall have the following Registration as evidenced by certified copies of relevant Certificates:
 - (a) PAN.
 - (b) EPF Registration.
 - (c) ESIC Registration.
 - (d) Service Tax Registration under similar classification of security service.
- V. Undertaking in the Bidder's letter head to the effect that- (a) The agency has not been blacklisted / debarred by any STATE/CENTRAL GOVT./PSU at any point of time & (b) There is no pending criminal case/ conviction of any matter against the agency or any of its Director/Partner/Proprietor in any court of law.
- VI. Declaration to the effect that the bidder has accepted all the terms & conditions of the tender.

Note:

1. **For non-compliance of above provisions, bidders are not eligible to submit their bid.**
2. **If any bidder is having a Partner/Director who had been a Partner/Director in a person/firm/company; whose contract was earlier terminated or cancelled by IDCOL Ferro Chrome & Alloys Ltd. on account of unsatisfactory performance/breach of contract, such bidder shall not be eligible to participate in the bidding.**
3. **Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.**

Certified that the above particulars are true to the best of my knowledge. In case any statement above is found to be untrue, I/we shall have no objection for forfeiture of our Security Deposit and cancellation of work order, at my / our risk and cost, issued, if any.

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

I/We hereby authorize IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road to forfeit my/our Security Deposit and cancel the work order at any stage without assigning any reasons in case I/We fail to execute the job in accordance with the terms and conditions agreed.

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

Signature & seal Tenderer / Bidder

LOCATION AND SCOPE OF WORK

SECTION-1

Location :

IDCOL Ferro Chrome & Alloys Ltd., Ferro Chrome Project, Jajpur Road, Dist. Jajpur(Odisha)
This plant is properly fenced with permanent boundary wall at an height of 10 feet from ground level (approx). The colony is located adjacent to the plant having 336 nos. quarters (approx).

Scope of Work

The Security Agency shall provide Security Supervisor, Gunman & Security Guards for IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road and its other areas like colony etc. and Talangi Chromite Mine, Talangi,P.O. Kansa, Dist. Jajpur as per our provisional requirement given below. The requirement is likely to increase or decrease from time to time for which the Agency will provide man power on intimation from us.

	<u>IDCOL Ferro Chrome & Alloys Ltd.</u>	<u>Talangi Chromite Mine</u>
Supervisor	03	03
Gunman	01	03
Security Guard	<u>43</u> 47	<u>07</u> 13

Duties and responsibilities of the security personnel

- (i) To check / prevent unauthorized entry of outsiders.
- (ii) To ensure proper checking of vehicles at the gate during entry and exit. In case of any unauthorized property is detected, the inventory of the materials is to be prepared and persons apprehended shall be produced before the Asst. Manager(GNL) & I/C.SEC), IDCOL Ferro Chrome & Alloys Ltd. by the personnel engaged by the Security Agency for necessary action by the Management.
- (iii) To collect advance information on
 - (i) Criminal intelligence
 - (ii) Vigilance intelligence
 - (iii) Intelligence relating to industrial relations
 - (iv) Any other information as may be required from time to time, and to report to the In-Charge Security) IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road.

GENERAL INSTRUCTIONS TO TENDERERS

SECTION – II

3. Submission of Tender :

A complete set of Tender documents can be downloaded from the website of IDCOL Ferro Chrome & Alloys Ltd. (<https://ifcal.nic.in/tenders.html> & <https://www.idcorissa.com/tender.html>)

The set of tender documents has, among others, a Financial Bid format.

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

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

The rates quoted shall be written in figures as well as in words. In case of any discrepancy, the rates given in the words shall be treated as the rate quoted by the tenderer. The rates quoted shall be on lump-sum basis inclusive of statutory dues all other charges/expenses etc.

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

The tender received incomplete or without Earnest Money Deposit shall be summarily rejected. No interest shall be paid on the Earnest Money deposited.

On acceptance of the contract, the earnest money deposited by the successful tenderer/tenderers shall be converted to security deposit (interest free). The security deposit shall remain at the entire disposal of IDCOL Ferro Chrome & Alloys Ltd. as security for satisfactory execution & completion of the contract. It will be retained by of IDCOL Ferro Chrome & Alloys Ltd. till successful completion of the contract. No interest will be payable to the Security Agency on the earnest money or security deposit amount.

The tenderer is advised to sign on all the pages of this tender document as a token of acceptance of all the terms and conditions of tender and submit the same along with the price bid. Failure of doing so will make the tender liable for rejection. The bids may be submitted by Regd. Post / Speed Post / Courier/by hand. However, IDCOL Ferro Chrome & Alloys Ltd shall not be responsible for any postal delay and other delays in receipt of the tender. IDCOL Ferro Chrome & Alloys Ltd. may seek from bidders any information, clarification and like at any stage of processing of tenders for taking decision in the matter.

Right of 'IDCOL Ferro Chrome & Alloys Ltd' to accept or reject the tender :

The right to accept, reject or cancel the tender will rest with the Management of IDCOL Ferro Chrome & Alloys Ltd.

On opening of tender the details of the tenderer and those of other documents submitted shall be verified.

IDCOL Ferro Chrome & Alloys Ltd. does not bind itself to accept the lowest tender and the authority reserves the right to accept/reject/cancel any or all the tenders received at any stage without assigning any reason whatsoever. No compensation shall be payable to tenderer on account of any alleged damage suffered by him due to such rejection of tender.

The Security personnel being engaged by the Agency shall work in accordance with the directions / instructions given to them from time to time by the In- Charge(Security), IDCOL Ferro Chrome & Alloys Ltd..

Tenderer to obtain his own information.

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

The correctness of the details, given in the tender documents as guide line information to help the tenderer in submitting his bid, is not guaranteed.

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

No verbal agreement or interference from conversation with any officer or employee of IDCOL Ferro Chrome & Alloys Ltd. during before, or after execution of the contract agreement shall in any way affect or modify the terms or obligations prescribed herein. All the instructions, therefore, shall be issued to the Agency in writing by the authorized persons in the site instruction book to be maintained by him or otherwise.

Change in constitution:

The contract shall be deemed to have been terminated if prior approval of Management of IDCOL Ferro Chrome & Alloys Ltd. is not obtained for any change in the ownership or partnership of the contractor..

Termination of contract for death :

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

Dispute and Arbitration

- 3.14.1 Settlement of dispute: In the event of any dispute/differences between the parties arising under or in connection with the contract/agreement or any associated agreement entered into pursuant to this contract/agreement, they shall use all reasonable endeavours to resolve the matter on an amicable basis. If, one party serves formal written notice on the other than a dispute/ difference of such a description has arisen and the parties are unable to resolve the dispute within a period of 30 (Thirty) days from the service of of such notice, then the dispute shall be referred to an Arbitrator to be appointed by the parties with their mutual consent for arbitration of the disputes.

Legal Jurisdiction:

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

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

SPECIAL CONDITIONS OF CONTRACT (S C C).

SECTION III

Sealed bids in this tender have been invited from reputed Security Agencies.

The basic qualification of Security Guards shall be minimum M.E. passed with minimum physical standard as stipulated hereunder :

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

The security Agencies shall ensure deployment of trained security personnel.

The security Supervisor / Security Guards shall be capable of maintaining, liaising with the local police and full control over the security personnel deployed by the Agency.

The Security personnel / security guard shall be capable of maintaining the Security records and registers without making any mistake.

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

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

They shall ensure reporting for their duties with full uniform as per the prescribed clothings of the Security Agency (Full Pant, Shirt, Cap, Cap badge, Whistle, Whistle cord, Shoes, shoes, Web belt, Short lathi, Torch (during night). Rain coat (during rainy season), Great coat, Woolen jersey (during winter season) to undertake the job entrusted to them in various shifts. The uniform and liveries are to be supplied by the Security Agency.

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

They shall ensure regulation of authorized access of personnel.

They shall identify and obstruct any criminal / unauthorized trespass for entry, exit of person, vehicles etc. in obedience to the order of management IDCOL Ferro Chrome & Alloys Ltd..

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

They shall ensure protection of the premises against encroachment.

They shall have knowledge of extinguishing fire.

In case of any theft or loss, a joint enquiry shall be conducted by authorized representatives of both the parties to assess and determine the loss to be compensated by the Agency. In such case, the decision of the IDCOL Ferro Chrome & Alloys Ltd. will be final and binding.

The contract of engagement of security personnel can be terminated by either party upon one month's notice or on payment of an amount equivalent to one month's professional charges (gross bill) in lieu of notice. The contract can be terminated if the performance is found not satisfactory and the Security deposit shall be forfeited.

The period of contract will be initially for two years which can be extended on mutual consent subject to satisfactory performance of the Security Agency.

The wages bill amount is to be reimbursed by the Management to the Agency on monthly basis. The Agency will submit the bill in triplicate alongwith the respective payment sheets and the statutory deposit challans to the In-Charge (Security), IDCOL Ferro Chrome & Alloys Ltd., Jajpur Road.

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

The payment shall be made normally within 15 (fifteen) days of receipt of the bill in shape of account payee cheque by IDCOL Ferro Chrome & Alloys Ltd. after due verification by the concerned deptt. However, the payment of wages to the security personnel shall be made by the Agency by 7th of every month and subsequently the Agency shall claim reimbursement of the same.

The Security Agency is liable to pay the minimum wages as fixed from time to time by the State Govt. / Central Govt. to the security personnel engaged at IDCOL Ferro Chrome & Alloys Ltd. and Talangi Chromite Mine. In case the wages will be revised by the appropriate authority in future, the Security Agency shall be liable to pay the wages at the revised rate. In this regard, the rate paid to Security Agency will be revised to the extent of amount of increase in wages including proportionate statutory payment.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Agency and all statutory liabilities will be paid by the agency such as minimum wages, contribution towards ESI, EPF and Workmen's Compensation , etc. The list of staff going to be deployed shall be made available to the Security Department of IDCOL Ferro Chrome & Alloys Ltd. and if any change is required on part of the department fresh list of staff shall be made available by the agency after each and every change.
2. The agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Laws, Minimum Wages Act, 1948. The Contract Labour (Regulation & Abolition) Act 1970, The payment of Wages Act, 1936, Employees Provident Fund & Miscellaneous Provisions Act,1952 and Employees State Insurance Act,1948 etc. with regard to the Security personnel engaged by them for works. It will be the responsibility of the contractor to provide details of manpower deployed by them, in the Security Department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged together with employer's share of contribution and other payments be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, IDCOL Ferro Chrome & Alloys Ltd.is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor complies with the provisions.

5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required by In-Charge, Security.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the In-Charge (Security) and shall not knowingly lend to any person or company any of the effects of the Department under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment/set up / mechanism/Training facility to provide training aids or should have tied up with a training institute, with 2-3 Ex-Service / Ex-Pare Military Forces / Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the Management, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Management, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Management IDCOL Ferro Chrome & Alloys Ltd. will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Management shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Management.
16. The contractor shall be responsible to maintain all property and equipment of the IDCOL Ferro Chrome & Alloys Ltd. & Talangi Chromite Mine entrusted to it.
17. The Contractor will deploy supervisors as per the need given by the Security In-charge. The supervisor shall be required to work as per the instructions of Security In-charge, IDCOL Ferro Chrome & Alloys Ltd..
18. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.500/- (Rupees five hundred) only for each occasions will be deducted from the contractor's bill and habitual offenders in this regard shall be removed from the Security Department.
19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Executives & Parties and should project an image of utmost discipline. The Security shall have right to take action on the person, if the person is not performing the job satisfactorily and the contractor shall have to arrange the suitable replacement in all such cases.

20. The eight hours shift generally will be from 6.00 A.M. to 2.00 P.M., 2.00 P.M. to 10.00 P.M. and 10.00 P.M. to 6.00 A.M. But the timings of the shift are changeable and shall be fixed by the Security Department from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
21. The personnel will have to report to the Department's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.
22. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Department.
23. Any damage or loss caused by contractor's persons to IDCOL Ferro Chrome & Alloys Ltd. and Talangi Chromite Mine in whatever form would be recovered from the contractor.
24. The Department will give basic training / familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift operated by contractor's personnel for the purpose of payment under the contract.
 - (a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty equal to double the wages of concerned absentees for such absence shall be levied and the same shall be deducted from the contractor's bill.
 - (b) In case any public complaint is received attributable to conduct / misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's personnel shall be removed from the Department system immediately.

- (c) In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IDCOL Ferro Chrome & Alloys Ltd. reserves the right to impose the penalty as detailed below.
- i) 20% of cost of order/agreement per week, up to four weeks delays.
 - ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor (s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor (s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
25. The contractor shall ensure that its personnel shall not at any time, without the consent of the Security Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of the Establishment. This clause does not apply to the information, which becomes public knowledge.
26. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
27. The contractor shall deploy his personnel only after obtaining the Security Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
28. The contractor shall have his own Establishment/Setup/Mechanism, etc, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

29. "Letter of Intent" means the notice issued by the Management to the contractor communicating the date on which the work/services under the contract are to be commenced.
30. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Management.
31. The contract period is Twenty four months from the date of the commencement (as mentioned in the NIT).
32. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the IDCOL Ferro Chrome & Alloys Ltd. and Talangi Chromite Mines shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
33. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour Laws, or Regulations, be directed to be paid by the Management, such money shall be deemed to be payable by the contractor to the Management within seven days. The Management shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
34. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
35. The contractor shall indemnify and hold the Management harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the Works/services under the contract provided by the contractor.
36. The contracting agency shall not employ any person below the age of 18 years and above the age 48 years. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.

37. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. IDCOL Ferro Chrome & Alloys Ltd. will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
38. Security staff engaged by the contractor shall not take part in any staff union and association activities.
39. The contractor shall bear all the expenses incurred on the following items i.e. provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
40. The Management shall not be responsible for providing residential accommodation to any of the employee of the contractor. However, Barrack accommodation, subject to availability shall be provided on usual payment basis.
41. The Management shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Management does not recognize any employee employer relationship with any of the workers of the contractor.
42. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Management from the agency.
43. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Management etc.
44. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month and produce copy of the Annual Account slip of each employee every year.
45. The contractor should have round the clock control room service in the locality along with quick response teams to deal with emergent situations.

OBLIGATIONS OF THE CONTRACTOR :

46. (a) The contractor shall ensure full compliance with tax laws of State & Central Government with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, IDCOL Ferro Chrome & Alloys Ltd..

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

Note :-

1. The Security Guard will be considered under the Semi-skilled category and the Supervisor/Gunman will be considered under Skilled category for payment of wages. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the Management for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Payment of Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. **If the minimum wages is revised by the Government, the incremental wages, if applicable, will be provided.** The rate of wages and allowance of existing Agency security personnel prevailing at present in IDCOL Ferro Chrome & Alloys Ltd. & Talangi Chromite Mine is indicated below.

IDCOL FERROCHROME & ALLOYS LTD.,JAJPUR ROAD

Sl. No	Wages and related charges w.e.f. 01.10. 2021	Security Guard (Semi-skilled) Wages per day	Gunman/ Supervisor (Skilled) wages per day
1	Basic wages	351.00	401.00
2	Bonus@ 8.33% subject to calculation under the payment of Bonus Act,1965	19.17	19.17
3	Leave Salary @ 5% of wages & VDA	17.55	20.05
4	National & Festival Holiday @ 2% of wages & VDA	7.02	8.02
5	P.F. 13% on wages (Employer's contribution Admn. Charges & EDLI)	45.62	52.12
6	ESI(3.25%) on the wages (Employer's contribution)	11.40	13.03
7	Retrenchment/Gratuity 4.81% on basic wages	16.88	19.28
	Total=	468.64	532.67

TALANGI CHROMITE MINE

Sl. No	Wages and related charges w.e.f. 01.10.20	Security Guard (Semi-skilled) Wages per day	Gunman/S upervisor (Skilled) wages per day
1	Basic wages	534.00	639.00
2	Bonus@ 8.33% subject to calculation under the payment of Bonus Act,1965	19.17	19.17
3	Leave Salary- 5% of wages & VDA	26.70	31.95
4	National & Festival Holiday - 2% of wages & VDA	10.68	12.78
5	P.F. 13% on wages(Employer's contribution Admn. Charges & EDLI)	69.42	83.07
6	Retrenchment/Gratuity 4.81% on basic wages	25.69	30.74
	Total=	685.66	816.71

2. The offers/bids which are not in compliance of Minimum wages act and any other Labour Laws will be treated as invalid.
3. The number of manpower required shown above is indicative and the actual quantity may vary.
4. Retrenchment benefit / closure compensation, if any, shall be reimbursed on submission of proof of payment, as per rule.
5. The bidders may quote the rates in Indian Rupees.
6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

SECTION IV

2. Billing for Work and payment to the Agency:

The Agency will submit the bill in accordance with the terms of contract in triplicate to the Incharge (Security) ,IFCAL after due payment and duly certified by the In Charge (Security)/HRD Deptt. IFCAL/TCM for approval. Payment to the Agency shall be made in shape of account payee cheque by Finance Department of IDCOL Ferro Chrome & Alloys Ltd. within 15days receipt of the bill.

- 2.2. Central Excise Service tax shall be payable to the Agency in addition to the wages.
- 2.3 The Management may not take the liability in providing stationery to the Agency except supplying of some prescribed registers (printed) to be used by the Agency.

COMPLIANCE WITH THE PROVISION OF VARIOUS LABOUR LAWS
SECTION – V

3 Labour Laws :

The Security Agency shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his security personnel and shall exclusively be responsible for the consequences of failure to comply therewith. The Security Agency shall indemnify and hold any claims, fines or penalties which may be made against A.G.M.(HRD),In Charge (Security) by the statutory authorities or any other authorities.

Without limiting generality of the foregoing, the Security Agency shall fully comply with the following.

- a) No security personnel below the age of 18 (eighteen) years shall be employed.
- b) The Security Agency shall not pay wages less than what is provided under law to security personnel engaged by him.
- c) The Security Agency shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.

The Security Agency shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Workman's Compensation Act,1923; Industrial Disputes Act, 1947; Employees Provident Fund Act,1952; Contract Labour (Regulation and Abolition) Act,1970; Payment of Bonus Act,1965 as amended up-to-date, ESI Act-1948, Factory Act 1948 or any other act and rules that are in force and may come in to force from time to time. E.D. (HRD & SEC) or his authorized representative shall have the rights to verify any or all records as required to be maintained under above laws and the contractor shall have to produce them for the said purpose. A certificate in support of compliance of the above laws is to be submitted by the Agency to A.G.M.(HRD),In Charge (Security), IDCOL Ferro Chrome & Alloys Ltd. every month along with the bill failing which the bill for the previous month will not be paid. Further the agency will submit the Xerox copy of the receipted challan in support of deposition of ESI, PF and Service Tax in respect of previous month along with monthly bill.

The A.G.M.(HRD),In Charge (Security)shall on a report having made by an Inspecting Officer as defined in Contract Labour (Regulation & Abolition) Act,1970 or any other authority have the power to deduct from the payment due to the Agency any sum required or estimated to be required for making good the loss suffered by the worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wage which are not justified by the terms of the Contract or non-observance of the said regulations.
