



FERRO ALLOYS CORPORATION LTD.
CIN no. L45201OR1955PLC008400
(CHROME ORE MINING DIVISION)
LAXMI BAHWAN, KUANS, BHADRAK – 756100 (ODISHA)
Phone : 06784 – 250598, 251312
Email : facormines@facor.in / facormines@dataone.in
www.facorgroup.in

NOTICE INVITING TENDER

Ferro Alloys Corporation Limited (FACOR) invites sealed bids from the experienced Mine Contractors having minimum 3 years' experience in mining of Large Opencast Mines and having annual turnover of Rs.100 crores, for hiring of machineries for the following jobs at the Company's Ostapal and Kalarangiatta Mines, situated in Sukinda Valley, Dist. Jajpur, Odisha.

1. Raising from Chrome Ore body, transportation of ore to the specified yards after necessary weighment, cleaning of quarry faces, disposal of sub-grade, overburden / incidental waste and associated rejects / spoils / spurious materials to the specified areas, Dust suppression, maintenance of all roads and arrangement for drainage of water, Auxilliary mining works.
2. Supply of workers for various work at our Ostapal and Kalarangiatta Mines

For detailed scope of work and the terms & conditions governing the performance for the above jobs, may please refer the annexures which can be downloaded from the website of the company <http://www.facorgroup.in/tender.asp>

The term of Work Order(s) will be a period of 3 (three) years from the date of awarding Work Orders, which may be further extended on mutual consent subject to satisfactory performance of works undertaken during the contract period.

Interested bidders may submit their bids with the offered rates in the prescribed format at Annexure 3 and submit their acceptance to the scope of work to Sr. General Manager (Mines) by Registered Post on or before **01.07.2020** at the address mentioned herein below;

Sr. General Manager (Mines)

Ferro Alloys Corporation Ltd.
LaxmiBhawan, Kuans,
Bhadrak – 756100, Odisha
Email: ip.b.ferro@in.pwc.com

The intending bidders may visit our respective Mines, before submission of their bids and, if desired, they may obtain further information from the above office.

The Company reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and without being liable for any loss occasioned due to cancellation of the bidding process whatsoever, to the affected Bidder (s).

The Company also reserves the right to amend the terms of bidding including but not limited to the scope of work, modification of Bid documents, and postponement of the date of receipt and/or opening of bids without assigning any reason and shall also not be liable for any loss occasioned to any bidder(s) consequent upon such decision of the Company.

for Ferro Alloys Corporation Limited

**R.K. Singh
Sr. General Manager (Mines)**

Annexure 1a. : Scope of Work and terms & conditions of the work of Job-1 in respect of Ostapal Chromite Mines.

Annexure 1b. : Scope of Work and terms & conditions of the work of Job-1 in respect of Kalarangiatta Chromite Mines.

Annexure 2 : Scope of Work and terms & conditions of the work of Job-2

Annexure 3 : Format for submission of the bids for the various jobs

(Annexures 1A, B & 2 to be signed by the bidders as a confirmation of acceptance of the terms and conditions.)

(Annexure 3 to be signed by the bidders after filling offered rate for each of the activity in various jobs).

Job: Hiring of Equipments and other jobs at our **Ostapal Chromite Mines.**

SCOPE OF WORK AND TERMS & CONDITIONS

Scope of Work

Raising from Chrome Ore body, transportation of ore to the specified yards after necessary weighment, cleaning of quarry faces, , disposal of sub-grade, overburden / incidental waste and associated rejects / spoils / spurious materials to the specified areas, Dust suppression, maintenance of all roads and arrangement for drainage of water. Auxiliary works of Mines including ore stacking, ore sampling, shifting of pumps shifting of electrical items and deployment of vehicles required for auxiliary works has to be done by the Contractor.

Statutory Compliance :

- a. The Contractor shall maintain height, width, slope, gradient of bench as per law, regulations stipulated by IBM / DGMS.
- b. The Contractor shall obtain License under Contract & Abolition Act for execution of work and shall ensure its validity during the continuance of the contract period..
- c. All Safety norms should be adhered. Compliance to all violations / Contraventions by DGMS / IBM / PF /ESI/ Group Insurance/ Labour Dept. etc. pointed out during their inspections for which Contractor shall be responsible. Further, contractor to ensure that any lapses arising and/or identified during the contract period are rectified immediately. Further, in the event of FACOR being made to pay for any non-compliance attributable to the action/inaction on the part of the Contractor, then the same shall be recovered by FACOR from the payment next falling due for payment to the contractor and/or against the security deposit made with FACOR.
- d. All the manpower of Contractor will have Vocational Training Certificates as per Mines Act.
- e. All statutory health, safety, welfare facilities like canteen, rest shelter, first-air shall be provided by the Contractor.
- f. The salary payment as per Minimum Wages Agreement shall be paid to Labour / Staff through Bank with all allowances/ perquisites, statutory benefit of PF, Insurance, Bonus as per Bonus Act, Gratuity, Leave and Holiday wages compensation etc. This rate includes these all.
- g. The Contractor shall work as per the directives and mining plans supplied by the Mines Manager, Ostapal Chromite Mines.
- h. The contractor shall obtain permission from the concerned authority for storage and handling of diesel as per Relevant Legislations prior to commencement of the Contract
- i. The Contractor shall maintain and assume responsibilities for maintaining grades, lines, levels and bench marks. In case of any error or inconsistency regarding grades, lines levels and dimensions, the Contractor shall report to the Mines Manager, Ostapal Mines within 24 hours of such errors or inconsistencies & will bear cost of rectification.

Deployment of Equipment :

As per annual target, the volume of work has been fixed at 5,30,000 CuM. To achieve the target production, the Contractor to ensure deployment of following equipments in working condition at Mines.

Minimum No. of Equipments are as follows at Mines, with life period of below 3 (Three) years,

- | | | |
|---------------------------|---|---------|
| 1. Excavator – 300 Series | : | 5 Nos. |
| 2. Mining Dumper-25 Tons | : | 30 Nos. |
| 3. Dozer – D80 | : | 3 Nos. |

The above machinery will have to be supported with auxiliary support like Pay loader – 1 / JCB - 1/ Long boom - 1. The Contractor will have to ensure all the equipments are available at all times in the Mines in good working condition with skilled operators competent to operate the equipment under supervision of statutory competent person. Monthly / timely maintenance of equipments and vehicles and Performance of the equipments on monthly / quarterly basis should be done by the Contractor at their cost. In case of any breakdown in the equipments / vehicles provided by the contractor and the work is held up due to such failure, the company is free to engage for the duration that is demanded on hire the replacement equipments / vehicles and the cost of the same will be recovered / deducted from the invoices raised by the contractor.

The Contractor will have to engage necessary supervisory staff as per the requirement of circulars issued by DGMS. The above equipments deployed must comply with all safety aspects stipulated under Director General of Mines Safety circulars and Metal ferrous Mines Regulation, 1961. . If any amount of charge / penalty / fines / damage etc. is made against the company on account of failure on the part of the Contractor to comply with the statutory obligations, such amount will be recovered from the Contractors' bill(s)/Security Deposit.

During the process of recruitment, preference is to be given for recruiting manpower from the members of the local community or who are presently being deployed as per eligibility.

Contractor will provide Operators and Drivers to operate the equipment's/ Vehicles. In case of absence of such driver / operator, a replacement would be provided by the contractor.

Contractor to provide senior supervision staff to supervise the all work done by labour/ driver/ operators

All the safety devices such as shoes, goggles, helmets, florescent jackets during night time and others shall be provided by the Contractor to the workers.

The Contractor shall maintain records, registers as required under various acts, enactments, statutes, Rules etc and shall make available the same to the Company's officials from time to time for inspection, supervision and scrutiny etc.

Lighting in the working area has to be maintained by the Contractor at their cost but capital cost has to be borne by FACOR

FACOR's SCOPE OF WORK:

1. Drilling and blasting will be carried out by the Company at its cost.
2. Mines lighting excluding working area of the Contractor and dewatering will be in the scope of the Company.
3. FACOR will provide total monthly/quarterly/yearly target production to the contractor in advance

Measurement:

Before starting work, joint initial survey of the field shall be carried out by "Total Survey Instrument" & recorded.

Survey measurement system will be adopted as follows:

- a. The field data will be taken by total station machine and this data will be transferred to system and total volume will be calculated by Software like Autocad.
- b. Contractor may assign his Surveyor to witness the survey measurement at field and in the office. He will be given copy of all survey datas for his record purpose.
- c. Before commencement of the work, the Contractor Surveyor may verify the data of Initial survey and plan prepared on the basis of Initial survey as on starting date.

Payment Terms / Rates:

The Company shall make payments (Contract Rate / M³ based on the final bid rate accepted) on the basis of volume of work certified by Surveyor and Manager of Mines / HOD Mines as per the system prescribed under measurement.

Rate of Bottom Silt Removal will be finalized on receipt of Bids based on the Trip of 25 Tons of Dumper.

The applicable Service Tax/CGST shall be paid extra. Any further tax imposed by Govt. shall be paid extra. No other charge from contractor is admissible. The rates prescribed above Is inclusive for all works prescribed in this contract. The contractor should submit the bills in triplicate along with Statement. The payment of the bill shall be paid after deduction of income tax or any other tax at source as per the provisions of the respective act Act and/or the same shall be adjusted against any amount recoverable from the contractor, security deposit and recoverable amount if any.

SECURITY DEPOSIT:

The Contractor will have to maintain the Security Deposit with the Company @ 2% on the gross amount of the monthly bill with ceiling of Rs.25 Lacs. Security Deposit so deducted shall not carry any interest and shall be refunded to the Contractor at the end of the contract period on submission of clearances certificate issued by Mines Manager / HOD (MINES). In case the contractor submits Bank Guarantee of equivalent amount of Security deposit to FACOR they will refund the security deposit amount to the contractor.

ESCALATION:

The rates mentioned are firm through the Contract Period of 3 (three) years. The rates above mentioned includes Diesel cost, Lubricants cost, Manpower cost, Stores and spares cost, Capital cost including Interest, Profit, Income Tax and other taxes and dues levied by the Central Govt., State Govt., or local authorities.

The escalation will be applicable only on two cost components Manpower and Diesel. The escalation shall be entertained by the Company as per the formula explained hereunder:

- a. Increase or Decrease in Minimum Wages as notified by the Govt. of India.
- b. Increase / Decrease in Diesel price.
- c. Any change in the cost component will be calculated for the purpose of escalation as per the following formula.

1. Salary & Wages

Minimum Wages are enhanced every six months for D.A. /V.D.A published by the Ministry of Labour, Govt. of India. Increase in rate due to rise in wages will be applicable on basis of following formula.

$$IW = \frac{\text{Wage Component (X)} \times (W_i - W_O) \times R}{W_O}$$

Where IW wages = amount recoverable / payable to/from the Contractor towards rate increase/decrease in wages.

X= will be determined based on the final bid rate accepted

WO = The minimum wage for skilled worker including allowance above-ground as notified by Government of India on the Contract commencement date

Wi = Wage of skilled worker on the billing month as notified by the government

R = Rate / cum of work (Contract Rate / M³ based on the final bid rate accepted)

2. Diesel:

The rate revision applicable for Diesel will be as under.

$$ID = \frac{\text{Diesel Component (Y)} \times (D_i - D_O) \times R}{D_O}$$

Where ID = amount recoverable/payable to/ from the Contractor towards rate increase/decrease in diesel price

Y= will be determined based on the final bid rate accepted

Di = Revised rate of HSD on the billing month

DO = Rate of HSD as on the contract commencement date

(The market rate of Diesel at Jajpur Road shall be considered.

R = Rate / cum of work (Contract Rate / M³ based on the final bid rate accepted)

PENALTY CLAUSE:

As mentioned under para Deployment of Equipments, the annual target has been finalized by the company 5,30,000 CuM per annum. The company will notify monthly target and will monitor the contractor’s performance on quarterly cumulative basis.

In case of any slippage in achieving the target monitored on quarterly cumulative basis, due to the failure of the Contractor, penalty will be levied at the end of each quarter as per the following formula

<u>Shortfall</u>	<u>Penalty in the event of shortfall due to contractor</u>
Up to 5% of the Target Quantity monitored cumulative quarter wise	NIL
More than 5% of the target Quantity monitored cumulative quarter wise	In shortfall quantity above 5% x applicable contract rate per bcm

Notice Period:

Both parties have the option to exit the Contract by giving three months Notice by either side. However, in case of breach of any terms & condition, company have option to terminate the contract without giving the notice.

Force Majeure:

Neither party shall be responsible for non-performance of the agreement in whole or in part and / or any delay caused directly or indirectly in execution of the work in part or in full in case of war, strikes, Lockout, riots, industrial disturbances or for circumstances prevailing beyond the control of either party and/or for reasons of any statute, rules, regulations, orders and act of government or war (whether declared or not), civil commotion, riots, fire, quarantine, earth quakes, volcanic eruption, insurrection, epidemic, pandemic, fires or floods or any other act of God beyond the reasonable control of either party, , , and / or any acts of force majeure and / or for any reason beyond the control of both the parties.

Arbitration & Disputes:

Any dispute or differences arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussion between the senior officials of the company looking after Mines work & the contractor. However, if the disputes are not resolved amicably by joint discussions then the dispute shall be referred to an arbitration mutually agreed to by the parties, failing which the case shall be referred to Arbitrator nominated under provision of Arbitration & Conciliation Act 1996 under jurisdiction of Bhadrak Court. The losing party will bear the cost of arbitration expenses.

Job: Hiring of Equipments and other jobs at our **Kalarangiatta Chromite Mines.**

SCOPE OF WORK AND TERMS & CONDITIONS

Scope of Work

Raising from Chrome Ore body, transportation of ore to the specified yards after necessary weighing, cleaning of quarry faces, disposal of sub-grade, overburden / incidental waste and associated rejects / spoils / spurious materials to the specified areas, Dust suppression, maintenance of all roads and arrangement for drainage of water. Auxiliary works of Mines including ore stacking, ore sampling, shifting of pumps shifting of electrical items and deployment of vehicles required for auxiliary works has to be done by the Contractor.

Statutory Compliance :

- a. The Contractor shall maintain height, width, slope, gradient of bench as per law, regulations stipulated by IBM / DGMS.
- b. The Contractor shall obtain License under Contract & Abolition Act for execution of work and shall ensure its validity during the continuance of the contract period.
- c. All Safety norms shall be adhered. For any lapse in compliance resulting into any violation(s) / Contravention(s) by DGMS / IBM / PF / ESI / Group Insurance / Labour Dept. etc. pointed out during their inspections, Contractor shall be responsible. Further, contractor to ensure that any lapses arising and/or identified during the contract period are rectified immediately. Further, in the event of FACOR being made to pay for any non-compliance attributable to the action/inaction on the part of the Contractor, then the same shall be recovered by FACOR from the payment next falling due for payment to the contractor and/or against the security deposit made with FACOR.
- d. All the manpower of Contractor will have Vocational Training Certificates as per Mines Act.
- e. All statutory health, safety, welfare facilities like canteen, rest shelter, first-aid shall be provided by the Contractor.
- f. The salary payment as per Minimum Wages Agreement shall be paid to Labour / Staff through Bank with all allowances / perquisites, statutory benefit of PF, Insurance, Bonus as per Bonus Act, Gratuity, Leave and Holiday wages compensation etc. This rate includes these all.
- g. The Contractor shall work as per the directives and mining plans supplied by the Mines Manager, Kalarangiatta Chromite Mines.
- h. The contractor shall obtain permission from the concerned authority for storage and handling of diesel as per Relevant Legislations prior to commencement of the Contract and shall ensure the continuity of such approval throughout the term of the contract. he Contractor shall maintain and assume responsibilities for maintaining grades, lines, levels and bench marks. In case of any error or inconsistency regarding grades, lines levels and dimensions, the Contractor shall report to the Mines Manager, Kalarangiatta Chromite Mines within 24 hours of such errors or inconsistencies & will bear cost of rectification.

Deployment of Equipment :

As per annual target, the volume of work has been fixed at 1,20,000 CuM. To achieve the target production, the Contractor will ensure deployment of following equipments in working condition at Mines.

Minimum No. of Equipments are as follows at Mines, with life period of below 3 (Three) years.

- | | | |
|---------------------------|---|--------|
| 1. Excavator – 300 Series | : | 1 No. |
| 2. Mining Dumper-15 Tons | : | 5 Nos. |
| 3. Pay Loader – 3 T | : | 1 No. |
| 4. Dozer – D80 | : | 1 No. |

The above machinery will have to be supported with auxiliary support like JCB - 1. The Contractor will have to ensure all the equipments are available at all times in the Mines in good working condition with skilled operators competent to operate the equipment under supervision of statutory competent person. Monthly / timely maintenance of equipments and vehicles and Performance of the equipments on monthly / quarterly basis should be done by the Contractor at their cost. In case of any breakdown in the equipments / vehicles provided by the contractor and the work is held up due to such failure, the company is free to engage for the duration that is demanded on hire the replacement equipments / vehicles and the cost of the same will be recovered / deducted from the invoices raised by the contractor.

The Contractor will have to engage necessary supervisory staff as per the requirement of circulars issued by DGMS. The above equipments deployed must comply with all safety aspects stipulated under Director General of Mines Safety circulars and Metal ferrous Mines Regulation, 1961. . If any amount of charge / penalty / fines / damage etc. is made against the company on account of failure on the part of the Contractor to comply with the statutory obligations, such amount will be recovered from the Contractors' bill(s)/Security Deposit.

During the process of recruitment, preference is to be given for recruiting manpower from the members of the local community or who are presently being deployed as per eligibility.

Contractor will provide Operators and Drivers to operate the equipment's/ Vehicles. In case of absence of such driver / operator, a replacement would be provided by the contractor.

Contractor to provide senior supervision staff to supervise the all work done by labour/ driver/ operators

All the safety devices such as shoes, goggles, helmets, florescent jackets during night time and others shall be provided by the Contractor to the workers.

The Contractor shall maintain records, registers as required under various acts, enactments, statutes, Rules etc and shall make available the same to the Company's officials from time to time for inspection, supervision and scrutiny etc.

Lighting in the working area has to be maintained by the Contractor at their cost but capital cost has to be borne by FACOR.

FACOR's SCOPE OF WORK:

1. Mines lighting and dewatering will be in the scope of the Company.
2. FACOR will provide total monthly/quarterly/yearly production quantity to the contractor.

Measurement:

Before starting work, joint initial survey of the field shall be carried out by "Total Survey Instrument" & recorded.

Survey measurement system will be adopted as follows:

- a. The field data will be taken by total station machine and this data will be transferred to system and total volume will be calculated by Software like Autocad.
- b. Contractor may assign his Surveyor to witness the survey measurement at field and in the office. He will be given copy of all survey datas for his record purpose.
- c. Before commencement of the work, the Contractor Surveyor may verify the data of Initial survey and plan prepared on the basis of Initial survey as on starting date.

Payment Terms / Rates:

The Company shall make payments (Contract Rate / M³ based on the final bid rate accepted) on the basis of volume of excavation certified by Surveyor and Manager of Mines / HOD Mines as per the system prescribed under measurement. The rates prescribed above Is inclusive for all works prescribed in this contract.

The applicable Service Tax /CGST shall be paid extra. Any further tax imposed by Govt. shall be paid extra. No other charge from contractor is admissible. The rates prescribed above is inclusive for all works prescribed in this Contract.

The contractor should submit the bills in triplicate along with Statement. The payment of the bill shall be paid after deduction of income tax or any other tax at source as per the provisions of the respective Act and/or the same shall be adjusted against any amount recoverable from the contractor, security deposit and recoverable amount if any.

SECURITY DEPOSIT:

The Contractor will have to maintain the Security Deposit with the Company @ 2% on the gross amount of the monthly bill with ceiling of Rs.10 Lacs. Security Deposit so deducted shall not carry any interest and shall be refunded to the Contractor at the end of the contract period on submission of clearances certificate issued by Mines Manager / HOD (MINES). In case the contractor submits Bank Guarantee of equivalent amount of Security deposit to FACOR they will refund the security deposit amount to the contractor.

ESCALATION:

The rates mentioned are firm through the Contract Period of 3 (three) years. The rates above mentioned includes Diesel cost, Lubricants cost, Manpower cost, Stores and spares cost, Capital cost including Interest, Profit, Income Tax and other taxes and dues levied by the Central Govt., State Govt., or local authorities.

The escalation will be applicable only on two cost components Manpower and Diesel. The escalation shall be entertained by the Company as per the formula explained hereunder:

- a. Increase or Decrease in Minimum Wages as notified by the Govt. of India.
- b. Increase / Decrease in Diesel price.
- c. Any change in the cost component will be calculated for the purpose of escalation as per the following formula.

1. Salary & Wages

Minimum Wages are enhanced every six months for D.A. /V.D.A published by the Ministry of Labour, Govt. of India. Increase in rate due to rise in wages will be applicable on basis of following formula.

$$IW = \frac{\text{Wage Component (X)} \times (W_i - W_0) \times R}{W_0}$$

Where IW wages = amount recoverable / payable to/from the Contractor towards rate increase/decrease in wages.

X= will be determined based on the final bid rate accepted

W₀ = The minimum wage for skilled worker including allowance above-ground as notified by Government of India on contract commencement date.

W_i = Wage of skilled worker on the billing month as notified by the government

R = Rate / cum of work (Contract Rate / M³ based on the final bid rate accepted)

2. Diesel:

The rate revision applicable for Diesel will be as under.

$$ID = \frac{\text{Diesel Component (Y)} \times (D_i - D_0) \times R}{D_0}$$

Where ID = amount recoverable/payable to/ from the Contractor towards rate increase/decrease in diesel price

Y= will be determined based on the final bid rate accepted

D_i = Revised rate of HSD on the billing Month

D₀ = Rate of HSD as on the contract date commencement date

(The market rate of Diesel at Jajpur Road shall be considered.

R = Rate / cum of work (Contract Rate / M³ based on the final bid rate accepted)

PENALTY CLAUSE:

As mentioned under para Deployment of Equipments, the annual target has been finalized by the company at 1,20,000 CuM per annum. The company will notify monthly target and will monitor the contractor’s performance on quarterly cumulative basis.

In case of any slippage in achieving the target monitored on quarterly cumulative basis, due to the failure of the Contractor, penalty will be levied at the end of each quarter as per the following formula

<u>Shortfall</u>	<u>Penalty in the event of shortfall due to contractor</u>
Up to 5% of the Target Quantity monitored cumulative quarter wise	NIL
More than 5% of the target Quantity monitored cumulative quarter wise	In shortfall quantity above 5% x applicable contract rate per bcm

Notice Period:

Both parties have the option to exit the Contract by giving three months Notice by either side. However, in case of breach of any terms & condition, company has the option to terminate the contract without giving the notice.

Force Majeure:

Neither party shall be responsible for non-performance of the agreement in whole or in part and / or any delay caused directly or indirectly in execution of the work in part or in full in case of war, strikes, Lockout, riots, industrial disturbances or for circumstances prevailing beyond the control of either party and/or for reasons of any statute, rules, regulations, orders and act of government or war (whether declared or not), civil commotion, riots, fire, quarantine, earth quakes, volcanic eruption, insurrection, epidemic, pandemic, fires or floods or any other act of God beyond the reasonable control of either party, and / or any acts of force majeure and / or for any reason beyond the control of both the parties.

Arbitration & Disputes:

Any dispute or differences arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussion between the senior officials of the company looking after Mines work & the contractor. However, if the disputes are not resolved amicably by joint discussions then the dispute shall be referred to an arbitration mutually agreed to by the parties, failing which the case shall be referred to Arbitrator nominated under provision of Arbitration & Conciliation Act 1996 under jurisdiction of Bhadrak Court. The losing party will bear the cost of arbitration expenses.

Job. : **Supply of Workers for Various Works excluding prohibited work at our Ostapal & Kalarangiatta Chromite Mines.**

Contract rate	above ground	below ground
Category of labours		
Unskilled		
Semi skilled	As applicable as per central government notification	
Skilled	from time to time on the contract commencement date	

SCOPE OF WORK & TERMS AND CONDITIONS:

- a) Safety items, Tools and implements required for carrying out the job shall be provided by FACOR.
- b) The Mines Manager of respective mines may change the place of working as per requirement and working plans. The Contractor shall have no claim whatsoever while such shifting of the place of working.
- c) In all matters concerning to Workers / Staff employed by Contractor for the job(s), they shall be employer for the various Laws, Acts and regulations concerning to this work/work order.
- d) The Contractor shall have overall supervision power on the workers employed by him and he shall be solely responsible for any legal compliance and litigation arisen due to his workers.
- e) Contractor shall not increase/decrease the strength of workers without written consent of FACOR.
- f) It is sole responsibility of Contractor to arrange sufficient personnel and other resources required for smooth compliance of work under this work order.
- g) Contractor shall be responsible and accountable to FACOR for material(s) handed over to him until the same is delivered at the destination or used for the job allotted under this work order up to the satisfaction of the company.
- h) The Contractor shall obtain a license under the Contract Labour (Regulation & Abolition) Act according to the number of persons engaged by him by depositing the fees and complying with the formalities.
- i) The Contractor shall ensure to cover all his employees under the Employees' Provident Funds and Miscellaneous Provisions Act having its independent Code Number.
- j) Contractor shall be fully & solely responsible for all the statutory requirements concerning to the work order. If any amount of charge / penalty / fines / damage etc. is made against the company on account of failure on the part of the Contractor to comply with the statutory obligations, such amount will be recovered from the Contractors' bill(s)/Security Deposit for the month.
- k) During the process of recruitment, preference is to be given for recruiting manpower from the members of the local community or who are ready for being deployed as per their eligibility.
- l) Contractor shall carry out the work strictly as per the work order excluding prohibited nature of work as per Contract Labour Regulation and Abolition Act and the rules framed thereunder and also the other applicable acts, rules and regulations in force from time to time. In case of any loss(es) and /or damage(s) occasioned to FACOR due to contractor (including persons employed by him) including but not limited to negligence, acts of omission or commission etc, Contractor shall be responsible for such loss(es) and or damage(s) and

make good such loss(es) and/or damage(s) within reasonable time, not exceeding one month from the date of receiving notice from FACOR failing which FACOR shall be at liberty to adjust the same against security deposit.

PERIOD :

- a) The period of this work order shall be for 3 (three) years.
- b) The Work Order can be suspended/ terminated by giving three months prior written notice from either side. However, in case of breach of any terms & condition, company will have the option to terminate the contract without giving the prior notice.
- c) The contract may be further extended subject to satisfactory performance and mutual consent.

BILLING :

- a) Contractor shall submit his bill(s) in triplicate on monthly basis along with the statement.
- b) The payment of his bill(s) shall be made by FACOR after deduction of Income (or any other) tax at source as per provisions of respective Acts and debits, if any.
- c) Service Tax/CGST and any other levies payable as per the Finance Act, shall be paid on submission of bill(s).
- d) The Payment shall be released within 10 days from the date of submission of the invoice.
- e) The Proof of payment towards Employee Provident Fund should be submitted along with the invoice of the succeeding month.
- f) A copy of all the required statutory records must be submitted as and when required.

COMPENSATION:

- The contractor will be entitled in addition to contract rate, reimbursement of actual expenses incurred by the contractor towards payment to the contractor labours on account of Holiday Wages, increase in Minimum wages as notified by Government from time to time, Leave Wages, Maternity benefit, employer contribution towards Employees Provident Fund and other administration charges, EDLI, Bonus, Minor and Major disability/death compensation or compensation of any other nature, medical allowance, washing allowance, Wages towards declared holidays, compensation paid on account of settlement of workers only for during the contract period. All these expenses shall be reimbursed on submission of proof of payment made under this Work Order.
- Security deposit shall be deducted by the Company @ 0.5% of the gross amount from the bill. Security deposit so deducted shall not carry any interest and shall be refunded to the Contractor after successful completion of the work upon submission of Clearance Certificate issued by the Mines Manager certifying that the work has been completed satisfactorily and all dues of his employees have been paid by him in full as per relevant Law(s)/Rule(s).

OTHER TERMS AND CONDITIONS :

- The Contractor shall remove all his temporary and permanent establishments within 7(seven) days from the date of expiry of this work order, failing which the Company shall be empowered to remove all such establishments at contractor's risk, cost and expenses.
- Contractor shall not adopt any unlawful practice or do any act that would be detrimental to the interest of the Company.
- Company shall have the right of access to all the records (relevant to this work order) maintained by the Contractor.
- Violation of any or all of the terms and conditions of this work order shall be deemed as breach of contract and FACOR at its discretion, may terminate the work order without any compensation. Further, FACOR shall not be responsible to provide for any retrenchment compensation to the contractor's workmen due to such termination of contract due reasons stated hereinbefore
- The Minimum Wages required to be paid under the Minimum Wages (Central) Act shall be adhered to and the same will be complied by the Contractor.
- The Contractor will be entitled for a commission (to be finalized after submission of bid) on all monthly regular payments made to contract labours. The contractor will not be entitled to commission on payments made once in year basis and payments made once during the life time of the contract period

FORCE MAJEURE :

- If any time during the continuance of the agreement either party is prevented, hindered or delayed to fulfil any of its obligations under this agreement as a result of strike, lock outs, industrial disturbances or for circumstances prevailing beyond the control of either party and/or for reasons of any statute, rules, regulations, orders and act of government or war (whether declared or not), civil commotion, fire, riots, quarantine, earth quakes, volcanic eruption, insurrection, epidemic, pandemic, fires or floods or any other act of God beyond the reasonable control of either party, it shall be excused from the performance or the punctual performance of the agreement, during such time.
- Provided however that the performance of the agreement shall be resumed as soon as feasible after the contingency has ceased or otherwise determined and the parties obligation shall continue to be in force for extended period as mutually agreed upon between the parties.

Arbitration & Disputes:

Any dispute or differences arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussion between the senior officials of the company looking after Mines work & the contractor. However, if the disputes are not resolved amicably by joint discussions then the dispute shall be referred to an arbitration mutually agreed to by the parties, failing which the case shall be referred to Arbitrator nominated under provision of Arbitration & Conciliation Act 1996 under jurisdiction of Bhadrak Court. The losing party will bear the cost of arbitration expenses.

FORMAT FOR SUBMISSION OF BIDS FOR VARIOUS JOBS

SL NO.	CATEGORY OF JOBS	RATE	REMARKS
1	Jobs as per Annexure-1(A)	Rsper CuM /M ³	
2	Jobs as per Annexure-1(B)	Rsper CuM /M ³	
3	Jobs as per Annexure - 2	Commission in Percentage.....	