



FERRO ALLOYS CORPORATION LTD.  
(CHROME ORE MINING DIVISION)  
LAXMI BAHWAN, KUANS, BHADRAK – 756100 (ODISHA)  
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### **NOTICE INVITING TENDER**

Ferro Alloys Corporation Limited (FACOR) invites sealed bid from the experienced Bidders for undertaking the following jobs at Ostapal and Kalarangiatta Chromite Mines situated in Sukinda Valley, Dist. Jajpur, Odisha.

1. Mechanical removal of over-burdened and ore
2. Various short trip works
  - a) Loading of ore / sub-grade / processed ore on Tipper for transportation using 3T Wheel Loader.
  - b) Transportation of ore to Processing Plant / designated Stacks
3. Supply of workers for various works at our Ostapal, Kalarangiatta and Kathpal Mines.

The detailed scope of work and terms & conditions for the above jobs are given in the Annexures 1 to 3.

The interested bidders may submit their bids with the offered rates in the prescribed format at Annexure 4 and submit their acceptance to the scope of work.

The term of Work Orders will be a period of 2 (two) years from the date of awarding Work Orders, which may be further extended on mutual consent basis and as per the performance of works to be undertaken.

The interested Bidders should send their bids to Sr. General Manager (Mines) by Registered Post at the address mentioned herein below;

**Sr. General Manager (Mines)**  
Ferro Alloys Corporation Ltd.  
LaxmiBhawan, Kuans,  
Bhadrak – 756100, Odisha  
Email: [facormines@facorgroup.in](mailto:facormines@facorgroup.in)

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 thereby incurring any liability whatsoever, to the affected Bidder (s).

The Company also reserves the right to amend the scope of work, modify the Bid documents, to postpone the date of receipt and opening of bids without bearing any liability whatsoever consequent upon such decision.

For **Ferro Alloys Corporation Limited**  
**Sr. General Manager (Mines)**

Annexure 1 :Draft Scope of Work and terms & conditions of the work of Job-1

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

Annexure 3 :Draft Scope of Work and terms & conditions of the work of Job-3

Annexure 4 : Format for submission of the bids for the various jobs

(Annexures 1 to 3 to be signed by the bidders as a confirmation of acceptance of the terms and conditions.)

(Annexure 4 to be signed by the bidders after filling offered rate for each of the activity in various jobs).

**Job:** Mechanical removal of overburden and other jobs at our **Ostapal Chromite Mines**.

**SCOPE OF WORK AND TERMS & CONDITIONS**

**Scope of Work**

1. Excavation and removal of ROM.
2. Removal of Over Burden (Earth)
3. Road making up to designated places.
4. Loading and unloading of ROM at designated places
5. Loading of earth and unloading at designated places.
6. Levelling of dump and berm preparation.
7. Maintenance of Haul road in good condition.
8. Dust Suppression :  
Water sprinkling to suppress the dust below the stipulated level. The Contractor shall ensure adequate dust suppression in Mines including all working places within pit area to all haul road as well as all ore plots, over burden dumps etc. by engaging Water Tankers with effective sprinkling arrangements, so as to prevent rising of any airborne dusts as stipulated by DGMS.
9. Drainage :  
The Contractor shall make proper arrangement for drainage of water inside the Mines area up to Mines pit so as to prevent flow of water into the quarry / pit and material stack yard. Drainage in mines area includes all benches, haul roads, stack yard, D-Ore dumps, etc.
10. Auxiliary works of Mines 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.
- c. All Safety norms should be adhered. Compliance to all violations / Contraventions by DGMS / IBM / PF / Labour Dept. etc. pointed out during their inspections for which Contractor is responsible.
- 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 statutory benefit of PF, Insurance, Bonus, Gratuity, Sick 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 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 excavation target, the excavation volume has been fixed at 5,00,000 CuM. To achieve the target production, the Contractor will have to ensure deployment of following equipments in working condition at Mines.

Minimum No. of Equipments are as follows at Mines.

- |                           |   |         |
|---------------------------|---|---------|
| 1. Excavator – 300 Series | : | 3 Nos.  |
| 2. Mining Dumper-25 Tons  | : | 12 Nos. |
| 3. Dozer – D155           | : | 2 Nos.  |

The above machinery will have to be supported with auxiliary support like Pay loader / JCB. 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. 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 from the contractor.

The Contractor will engage one II Class Manager & two Foremen. The above equipments deployed must comply with all safety aspects stipulated under Director General of Mines Safety circulars and Metal ferrous Mines Regulation, 1961.

Present Operators / Helpers / Mechanics approx. 170 Nos. are to be absorbed by the New Contractor.

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 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 and dewatering will be in the scope of the Company.
3. FACOR will provide total monthly/quarterly/yearly excavation 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.
- d. The monthly measurement will be referred to 3<sup>rd</sup> Party only if difference is more than 5% and his decision will be final. The losing party will bear the cost of fees payable to third party.

**Payment Terms / Rates:**

The Company shall make payments (Contract Rate / M<sup>3</sup> 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 applicable Service Tax 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 are for distance within 2 km for handling overburden/chromites ore.

In case of lead for handling overburden / Chromite goes beyond 2 KMs, an additional amount of Rs. 1 / 100 meter / per BCM will be payable additionally by the Company.

The Company shall provide the Diesel required by the Contractor and the cost of Diesel will be recovered from the monthly bills as per prevailing market rates at Jajpur Road on the date of issue of diesel.

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, 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 2 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

W<sub>i</sub> = Revised minimum wage for skilled worker including allowance i.e. Rs 584/day above-ground as notified for skilled worker by Government of India Wee (01.04.2019)

W<sub>O</sub> = Wage of skilled worker on the contract date which is

R = Rate / cum of excavation (Contract Rate / M<sup>3</sup> 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

D<sub>i</sub> = Revised rate of HSD

D<sub>O</sub> = Rate of HSD as on the contract date

R = Contract Rate / M<sup>3</sup> based on the final bid rate accepted

**PENALTY CLAUSE:**

As mentioned under para Deployment of Equipments, the excavation target has been finalized by the company 5,00,000 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

**Shortfall**

Up to 5% of the Excavation Target  
Quantity monitored cumulative  
quarter wise

**Penalty in the event of shortfall due to contractor**

NIL

More than 5%

In shortfall quantity above 5% x applicable contract  
rate per bcm

of the Excavation Target  
Quantity monitored cumulative  
quarter wise

**Notice Period:**

Both parties have the option to exit the Contract by giving three months Notice by either side.

**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, civil commotions, fire, volcanic eruption, earth quake, insurrection and / or any acts of force majeure and / or for any reason beyond the control of 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:** Mechanical removal of overburden and other jobs at our **Kalarangiatta Chromite Mines.**

**SCOPE OF WORK AND TERMS & CONDITIONS**

**Scope of Work**

1. Excavation and removal of ROM.
2. Removal of Over Burden (Earth)
3. Road making up to designated places.
4. Loading and unloading of ROM at designated places
5. Loading of earth and unloading at designated places.
6. Levelling of dump and berm preparation.
7. Maintenance of Haul road in good condition.
8. Dust Suppression :  
Water sprinkling to suppress the dust below the stipulated level. The Contractor shall ensure adequate dust suppression in Mines including all working places within pit area to all haul road as well as all ore plots, over burden dumps etc. by engaging Water Tankers with effective sprinkling arrangements, so as to prevent rising of any airborne dusts as stipulated by DGMS.
9. Drainage :  
The Contractor shall make proper arrangement for drainage of water inside the Mines area up to Mines pit so as to prevent flow of water into the quarry / pit and material stack yard. Drainage in mines area includes all benches, haul roads, stack yard, D-Ore dumps, etc.
10. Auxiliary works of Mines 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.
- c. All Safety norms should be adhered. Compliance to all violations / Contraventions by DGMS / IBM / PF / Labour Dept. etc. pointed out during their inspections for which Contractor is responsible.
- 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 statutory benefit of PF, Insurance, Bonus, Gratuity, Sick 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 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 Mines within 24 hours of such errors or inconsistencies & will bear cost of rectification.

### **Deployment of Equipment :**

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

Minimum No. of Equipments are as follows at Mines.

- |                           |   |        |
|---------------------------|---|--------|
| 1. Excavator – 200 Series | : | 1 No.  |
| 2. Mining Dumper-15 Tons  | : | 3 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. 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. 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 from the contractor.

The Contractor will engage one II Class Manager & one Foremen. The above equipments deployed must comply with all safety aspects stipulated under Director General of Mines Safety circulars and Metal ferrous Mines Regulation, 1961.

Present Operators / Helpers / Mechanics approx. 25 Nos. are to be absorbed by the New Contractor.

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 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 data 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.
- d. The monthly measurement will be referred to 3<sup>rd</sup> Party only if difference is more than 5% and his decision will be final. The losing party will bear the cost of fees payable to third party.

**Payment Terms / Rates:**

The Company shall make payments (Contract Rate / M<sup>3</sup> 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 applicable Service Tax 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 are for distance within 2 km for handling overburden/chromites ore.

The Company shall provide the Diesel required by the Contractor and the cost of Diesel will be recovered from the monthly bills as per prevailing market rates at Jajpur Road on the date of issue of diesel.

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, 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 2 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.

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

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

Wi = Revised minimum wage for skilled worker including allowance i.e. Rs 584/day above-ground as notified for skilled worker by Government of India Wee (01.04.2019)

WO = Wage of skilled worker on the contract date which is

R = Rate / cum of excavation (Contract Rate / M<sup>3</sup> based on the final bid rate accepted)

## 2. **Diesel:**

The rate revision applicable for Diesel will be as under.

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

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

DO = Rate of HSD as on the contract date

R = Contract Rate / M<sup>3</sup> (Contract Rate / M<sup>3</sup> based on the final bid rate accepted)

## **PENALTY CLAUSE:**

As mentioned under para Deployment of Equipments, the excavation target has been finalized by the company 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

### **Shortfall**

Up to 5% of the Excavation Target  
Quantity monitored cumulative  
quarter wise

### **Penalty in the event of shortfall due to contractor**

NIL

More than 5%

In shortfall quantity above 5% x (applicable contract Rate).

of the Excavation Target  
Quantity monitored cumulative  
quarter wise

### **Notice Period:**

Both parties have the option to exit the Contract by giving three months Notice by either side.

**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, civil commotions, fire, volcanic eruption, earth quake, insurrection and / or any acts of force majeure and / or for any reason beyond the control of 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 : **Various Short Trip work at our Ostapal Chromite Mines.**

**SCOPE OF WORK & TERMS AND CONDITIONS:**

**A) Scope of Work**

1. Loading of Ore/Sub-grade/Processed Ore on Tipper for transportation using 3T Wheel Loader.
2. Transportation of Ore to Processing Plants / Designated Stacks.
  - a) Up to lead of 1 KM one side.
  - b) Up to a lead of above 1 KM to 1.5 KM one side.
3. Feeding of Low Grade Ore into COB Plant using small backhoe loaders.
4. Removal of ETP Silt on Tipper for transportation using 3T Wheel Loader up to lead of 1 KM one side.

**B) Terms and Conditions**

1. The period of the Work Order shall be for 2 (Two) years.
2. The rates to be finalized and accepted on the bid price, are firm for 2 (two) years from the date of commencement.
3. The work order can be suspended / terminated by giving 3(three) months prior notice from either side.
4. The contract may be further extended subject to satisfactory performance and mutual agreement
5. The Contractor shall submit his bill(s) in triplicate along with the statement duly certified by the Mines Manager.
6. The payment of bill(s) shall be made by FACOR after deduction of Income (or any other) tax at source as per provisions of respective Act. Security deposit and debits, if any.
7. Service Tax and any other levies payable as per the Finance Act, shall be reimbursed on submission of bill(s).
8. Security deposit shall be deducted by us @2% of the gross amount from the bill (s) of the Contractor. Security deposit so deducted shall not carry any interest and shall be refunded to you 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 your employees have been paid by the Contractor in full as per relevant Law(s) / Rule(s).
9. The Contractor shall carry out the work strictly as per the work order. In case of any loss(es) and / or damage(s) due to contractor's (including persons employed by you) negligence through anyact or omission, he 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 or receiving notice from the Company.
10. It is the sole responsibility of Contractor to arrange sufficient personnel and other resources required for smooth compliance or work under the Work Order.
11. The Contractor shall be fully & solely responsible for all the statutory requirements concerning to the work order. Any compensation required to be paid by the company shall be recovered from Contractor either from his bills/security deposit or otherwise.

12. In all matters concerning to workers / staff employed by you for the job(s), Contractor shall be employer for the various Laws. Acts and regulations concerning to the Work Order.
13. The Contractor shall remove all his temporary and permanent establishments within 7(seven) days from the date of expiry of the work order to be awarded, failing which Company shall be empowered to remove all such establishments at contractor's risk, cost and expenses.
14. The Contractor shall not adopt any unlawful practice or do any act that would be detrimental to the interest of the Company.
15. The Company shall have the right of access to all the records (relevant to the Work Order) maintained by the Contractor.
16. Violation of any or all of the terms and conditions of the Work Order shall be deemed as breach of contract and the Company at its discretion, may terminate the work order without any compensation to the Contractor.
17. The Company shall not 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 incase of war strikes, Lockout, riots, civil commotions, fire, volcanic eruption, earth quake, insurrection and / or any acts of force majeure and / or for any reason beyond the control.
18. 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 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	
Highly Skilled		

**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 complicacy 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. Any compensation required to be paid by the company due to negligence on his part, shall be recovered from him either from his bills/security deposit or otherwise.
- k) Contractor shall carry out the work strictly as per the work order. In case of any loss(es) and /or damage(s) due to his (including persons employed by him) negligence through his act or omission, 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.
- l) The Contractor will absorb present Contractual Workers in his Roll.

**PERIOD :**

- a) The period of this work order shall be for 2 (two) years.
- b) The Work Order can be suspended/ terminated by giving three months prior notice from either side.
- c) The contract may be further extended subject to satisfactory performance and mutual agreement.

## **BILLING :**

- a) Contractor shall submit his bill(s) in triplicate 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 and any other levies payable as per the Finance Act, shall be paid on submission of bill(s).
- d) The bills shall be raised on fortnightly basis i.e. from 1<sup>st</sup> to 15<sup>th</sup> of the month and from 16<sup>th</sup> to the last day of the month.
- e) The Payment shall be released within 07 days from the date of submission of the invoice.
- f) The Proof of payment towards Employee Provident Fund should be submitted along with the invoice of the succeeding month.
- g) A copy of all the required statutory records must be submitted as and when required.

## **COMPENSATION:**

- a) 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, management allowance or any other allowance, Wages towards declared holidays, compensation paid on account of retrenchment or settlement of workers or any other sum approved to be paid by the management. All these expenses shall be reimbursed on submission of proof of payment made under this Work Order.
- b) 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).
- c) Legal costs towards settlement of Labour Disputes shall be borne by the Contractor.

## **OTHER TERMS AND CONDITIONS :**

- a) 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 his risk, cost and expenses.
- b) Contractor shall not adopt any unlawful practice or do any act that would be detrimental to the interest of the Company.
- c) Company shall have the right of access to all the records (relevant to this work order) maintained by the Contractor.
- d) 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.
- e) In case of closure of mines on account of any statutory laws or otherwise, the management in consultation with the Labour Union may decide to pay / not to pay any wages, depending upon the situation of the company at that time.
- f) 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.
- g) The Contractor will be entitled for a commission (to be finalized after submission of bid) on all fortnightly 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, riots, quarantine, earth quakes, epidemic, 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.

## **DISPUTES:**

- a) In case of dispute(s) arising out of this work order, the decision of the company shall be final and binding upon the Contractor.
- b) In case of any disputes not resolved under clause (a) above, an arbitrator may be appointed jointly and the matter may be sorted out as per the provisions of The Arbitration and Reconciliation Act
- c) All disputes arising out of or in any way connected to this work order shall be deemed to have arising in "Bhubaneswar" and only the courts at Bhubaneswar in Orissa shall have the exclusive jurisdiction to determine the same.

**FORMAT FOR SUBMISSION OF BIDS FOR VARIOUS JOBS**

SL NO.	CATEGORY OF JOBS	RATE			REMARKS
1	Jobs as per <b>Annexure-1(A)</b>	Rs .....per CuM /M <sup>3</sup>			
2	Jobs as per <b>Annexure-1(B)</b>	Rs .....per CuM /M <sup>3</sup>			
3	Jobs as per <b>Annexure-2</b>	SL. NO.	CATEGORY	RATES	
		1			
		2			
		3			
		4			
4	Jobs as per <b>Annexure-3</b>	Commission in Percentage.....			