

**THE BISRA STONE LIME COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

MINES OFFICE: Birmitrapur, Dist- Sundargarh, Odisha-770033 Ph.0661-2610069/205/270 e-mail: bscoltd.brmp1@gmail.com	REGD. OFFICE: Ground Floor- 271, Bidyut Marg, Unit – IV, Sastri Nagar, Bhubaneswar – 1 (Odisha) e-mail::info.birdgroup@nic.in, website: www.birdgroup@eth.net
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**SPECIAL CONDITIONS OF CONTRACT
FOR**

COMPOSITE CONTRACT FOR SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR DRILLING, RAISING, SORTING, SIZING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM LIMESTONE ALONG WITH DEWATERING FROM GURPAHAR QUARRY TO FEED THE DEPARTMENTAL CRUSHER NO - 4 OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, ODISHA

Issued by:

The Bisra Stone Lime Co. Ltd.

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THE BISRA STONE LIME COMPANY LIMITED

[A GOVT. OF INDIA ENTERPRISES]

AT/PO-BIRMITRAPUR, DISTRICT-SUNDARGARH, ODISHA-770033

REGD. OFFICE: Ground Floor- 271, Bidyut Marg, Unit – IV, Sastri Nagar, Bhubaneswar – 1 (Odisha)

**SPECIAL CONDITIONS OF CONTRACT
TECHNO-COMMERCIAL (PART-I)**

TENDER NOTICE NO: BSLC/MINING/2020-21/JOB NO.12 DATED:-20/03 /2021

1. SCOPE OF WORK:

Mining:-

- a) The Contractor has to supply the mining equipments to carry out the mining activities like Mines Development, Drilling, Excavation of Limestone (ROM) from the specified area of BSLC Mines, The Contractor shall raise and transport 20000 MT of ROM limestone **(-300mm size)** per month to feed BSLC existing Crusher no-4 from Gulpahar quarry. In case of breakdown of crusher, power cut etc. the contractor shall dump ROM Limestone near crusher stock/platform of BSLC crusher for subsequent feeding by him during crusher operation.
- b) If required, the Tenderer may be asked to increase the capacity up to 25% at the existing rate, terms and conditions within the contract period with prior intimation of 30 days. Accordingly, the Contractor may be asked to mobilize resources from the date of such intimation. However, no extra payment will be entertained against such mobilization of resources towards enhancement of production.
- c) The Contractor has to carry out the mine development work like removal of soil, spoil, *morrum* etc around 24, 000 m³ per annum and intercalated waste etc around 24,000 MT per annum. The O.B. & intercalated waste generated during mining shall be dumped in the specified dumping zone within the radius of 2.0 KM as per approved Mining Plan and any modifications thereof. However, before dumping intercalated waste shall be weighed in the nearby weighbridge which will subsequently be converted into volumetric quantity as per the conversion factor (1 cu. m. = 1.5 MT) at the same rate as O.B. during raising of bills.
- d) Preparation of Drilling Holes and providing of Drilling equipment for deep holes drilling must be undertaken by the tenderer under the supervision of Manager (Mines)/ Site Engineer. Drilling faces, spacing, burden and depth of hole will be decided by the Mines Manager/ Engineer or his authorized representative.
- e) Blasting shall be undertaken by the Company's Statutory Person only. The Company does not bind itself for compensating the Contractor for any idle hours that may result owing to circumstances beyond its control in carrying the blasting operations. The contractor shall ensure that his employees and representatives including him shall take effective shelter away from "Danger Zone" during the time of blasting. Safety and protection of all plants, equipment, works fittings, appliances etc., shall be ensured by the Contractor during blasting operations as well as during Mining, Loading and Transporting and other allied activities.
- f) Breaking of oversized boulders should be done by Rock Breaker only upto 300 mm size. Secondary Blasting shall not be allowed for breaking of oversized boulders. If any oversize boulder shall come to the crusher stack yard, then the agency shall size the boulder by manual or mechanical means. Lifting of the accepted quality of ROM Limestone ore (-300 mm) size duly certified by the Mines Manager/ Engineer or his authorized representative from mines & transporting to Departmental crusher after due weighment through weighbridge and maintaining necessary records (Challans & Registers) based on the actual quantity carried by each tipper will be certified by the Mines Manager/ Engineer or his authorized representative on regular basis. Tenderer has to make weighment through existing 20 MT

weighbridge. In case of breakdown of weighbridge, the weighment shall be done in the nearby weigh bridge within 4(four) K.M. radius. In case of non availability of weighbridge within 4 km. radius volumetric measurement may be taken for the quantity certification.

- g) Before deployment of dumper / tipper in the mine, contractor shall get the dumpers / tippers inspected by the Mines Manager/Engineer or his authorised representative for its road worthiness and obtain three months Gate Pass for entry in the mine and such passes shall be renewed after every three months. No dumper / tipper shall be deployed in any work without permission of the Mines Manager/ Engineer.
- h) Contractor shall maintain systematic benches, mine faces, all roads, footpaths in the quarry, natural drainage and dump yard in workable and safe conditions as per provisions of Mines Act 1952, Mines Rule 1955 & MMR 1961 at his own cost.
- i) The Contractor has to make and maintain service roads from pit-heads to the different sites at his own cost.
- j) The agency shall be responsible for **de-watering** of water logged area in the quarry within 03 months of issuance of LOI. The agency has to install diesel pump of at least 300 cu.m. per hour discharge capacity.
- k) After dewatering of initial quantity of 2,10,000 cu.m of water in water locked area, if rain water, water from surface depressions and shallow nallahs in and around the trench and/or any other source may be encountered during course of mining, contractor shall make his own arrangement for diverting such water when such exigencies arise and as directed by Mines Manager/Engineer or his authorized representative. Mines area shall be supported with suitable sump by the agency for collecting rain water and / or any seepage or percolation of ground water. Selection of sump sites will be decided by the Mines Manager / Engineer or his authorized representative. If the agency will not do the dewatering of accumulated water during mining, then the said job shall be done as per risk and cost clause of GCC.
- l) Programme of blasting may be obtained by the Contractor from the Mines Manager / Engineer or his authorized representative in order to regulate his work for production of ROM, clearing of faces and carrying out subsequent operation viz. sizing, sorting etc.
- m) Watching and Lighting: The Contractor shall in connection with the mining and allied activities will provide lighting, guarding, watchmen to protect and warn the public and watching of all the works at the site and when & where necessary as decided by the Engineer/Manager Mines) or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the public or others at his own cost. The lighting in and around the work spots shall be arranged for sufficient illumination as per Statute (including directions from DGMS).
- n) Agency shall keep records (Challans) of Finished Products lifted from the mines to crusher through BSLC weighbridge duly certified by Mines Manager / Engineer and payment will be made to the agency on the basis of such records. The Company will not be liable for any compensation for delay due to non-availability of any resources or inability to lift the finished material to the crusher.
- o) The tenderer shall make own security arrangement for safety and security of his men, machineries & equipment, at his own cost.
- p) The tenderer shall make own arrangement for Insurance of men and machines engaged by him.
- q) The analysis results of samples drawn at the respective locations of BSLC shall be final and binding on the contractor. Any oversize material or any variation in Size (Physical & Chemical Specification as given below) will be recovered from the bills of the Contractor.

2. SPECIFICATIONS OF PRODUCTS:-

Physical Specification:

Sl No.	Product Description	Nomenclature
1	ROM Limestone of Maximum 300 mm size.	Limestone Boulder

Chemical Specification;

Limestone:- CaO - 44%(Minimum), SiO₂-7.00%(Maximum), MgO -3.0% (Maximum)

NOTE:

1. Payment will be released against actual lifting of finished product as mentioned above.
2. No payment will be released for the rejects/finished products which do not meet the required Physical & Chemical specifications as mentioned above.
3. Contractor will keep proper records of input as well as with output for reconciliation of Ores.
4. Sub grade Limestone having CaO (>34% and < 44%) shall be stacked separately as per instruction of Mines Manager or his authorized representative for which no payment will be claimed by the agency.

3. AREAS OF OPERATION:

The proposed Mining area, respective production and shifting to particular crusher as mentioned in the following table:

Proposed mining area	Production target/month	Transport to crusher no.	Lead distance
Gurpahar Quarry, Birmitrapur, Sundergarh District, Odisha	20,000 MT.	Crusher no.-4	02km (One side)

Note: Initially production shall be started from the upper benches and simultaneously dewatering job shall be carried out to open up the lower benches for production later on for maintaining the quality of Limestone

The proposed Mining area will be the earmarked area of operation shall be shown by the Manager (Mines) or his authorized representative. The mining operation shall be done as per the Mining Plan /Scheme of Mining approved by IBM. The production of ROM should confirm physical/chemical specification as specified in the tender document and certified by Dy. Manager (Quality Control).

4. WORKING HOURS

The working hours at mines shall be in two shifts i.e from **6 A.M to 2 P.M** and from **2 P.M to 10 P.M** on all the working days except Sundays and Holidays. On Sundays/Holidays, the job shall have to be done by the tenderer as per the requirements which shall be at the discretion of BSLC. No extra cost shall be paid by BSLC for such work on Sundays/Holidays.

5. PERIOD OF CONTRACT:

The period of Contract will be initially for 24 (Twenty four) months from the date of LOI which may be extended up to Six (6) months on sole discretion of BSLC on the same rate, terms and conditions.

6. METHOD OF SAMPLING & ANALYSIS:

For Limestone ROM (-300mm) the quality analysis report conducted by BSLC shall be the basis for recovery of penalty, if any, from the payment of the bills of the Contractor.

7. LOCAL CONDITIONS:

It is presumed that the tenderers have examined the conditions of the mines in general and the area where job is to be carried out in particular and have acquainted them. The Contractor shall visit the site(s) and ascertain local conditions, traffic restriction, facilities for drainage on site, obstruction in the area and all other factors likely to affect the rate to be quoted by him. Contractor shall be deemed to have quoted for the incidence of extra cost, if any, due to such site conditions and other factors, if any.

BSL shall not entertain any complaints regarding bad working conditions such as roads, inundation due to water etc.

The Contractor should ensure that the materials loaded/ transported by him to the specified places do not interfere / hamper the production process of the mine or working of BSLC.

8. DEPLOYMENT OF EQUIPMENT:

8.1. Indicative / likely equipment required for executing the entire job as per the quantities mentioned in Scope of Work are as under:

Sl. No	Equipments	No	Capacity
I.	Excavator	1	0.9m ³
II.	Rock Breaker	1	50 TPH
III.	Dumpers	4	10 MT
IV.	Integrated Crawler Drill DTH 100 mm Dia	1	12 mtr/hr

8.2. All the Tippers / dumpers, vehicles, deployed for the work must be fully insured and must have fitness certificate, road permit, tax token, Pollution clearance etc., issued by the road transport authorities i.e., Regional Transport Officer (RTO), Rourkela.

8.3. The Company shall have no responsibility for any loss or damage caused to the tippers/dumpers/ excavators/ drill/compressor/vehicles / and allied machineries for any reason whatsoever.

9. NORMS OF MEASUREMENT, TERMS OF PAYMENT AND SETTLEMENT OF BILLS

- a) The unit of measurement of work done will be in Metric Tonne of finished products i.e. -300 mm size Limestone boulder lifted from mines to Dept. Crusher no -4, which will be weighed generally at BSLC Weighbridge. In case of breakdown of weighbridge weighment shall be done at any other nearby weighbridge of BSLC within 4 KM. radius.
 - The unit of measurement of O.B & intercalated waste shall be in Cu.m. measured in volumetric calculation.
 - The unit of measurement of discharge water from water logged quarry shall be in Cu.M. In case of breakdown of Flow Meter, raising of bill shall be based on last 7 days operation considering Hours run and approximate discharge over the period.
- b) "On Account Bill" Payments: The Contractor shall submit to the Engineer/Manager(Mines) at the end of each month an "On Account Bill" showing the value of the job done up to the end of the month, accompanied by supporting documents like invoices and statement showing date-wise lifting particulars.
- c) Payment in terms of the Contract shall be due and payable by the Employer on the thirtieth (30th) day of receipt of each "On Account Bill" supported with all the requisite documents as per the Appendix-12. However, no interest shall be paid for any delay in payment of "On-Account-Bills."
- d) Payment shall be made through Electronic Payment Mode and advice will be made to the Contractor accordingly. The Contractor should intimate discrepancies, if any, within 10 days from the date of receipt of such advice, failing which it shall be presumed that the funds have reached to bank account of the Contractor and no claims will be entertained after the said 10 days.

- e) All payments shall be made as specified in Clause 20.0 of GCC directly by the Employer to the Contractor unless otherwise provided in the Contract.
- f) The Employer shall release the value of certified bills towards lifting of finished products lifted from mines to crusher through e-payment to the Contractor on the thirtieth (30th) day on receipt of Invoice along with relevant documents complete in all respects as mentioned in the Clause No.20.0 duly certified by Engineer/ Manager (Mines) in respect of "On - Account Bills".
- g) In accordance with the provisions of Clause 20.0 of GCC, the Employer shall pay the Contractor, on the basis of the price break-up given in the Price Schedule (ref. Appendix-13).
- h) The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract. Such payments shall be made by the Contractor within thirty (30) days upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract, failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.
- i) Payment will be released on monthly basis against the total quantity (in metric tonne) of finished products as per the physical specifications lifted from the mines to Crusher through BSLC Weighbridge. No payment will be made for the products generated which are not as per the specification.
- j) The monthly bill will be checked & verified on the basis of following statements:
 - i) Challan copies and copy of Output Stock Register signed by the concerned in-charge of BSLC for transporting of material from mines to Crusher.
 - ii) Certified copies of paid Wage Sheet & paid PF Challan.
 - iii) Copy of GST paid Challan duly certified by Finance Department and P.F. Challans duly certified by Personnel Department.
 - iv) Certificate from the Personnel Department that the labour strength shown in the Paid Wage Sheet, Form-A & Form-B as per Mines Act, 1952 conforms with Paid PF Challans.
- k) The Agency has to submit the On-Account Bills to the Engineer/ Manager (Mines).
- l) Payment will be made after deduction of TDS & Penalties, etc., if any, as approved by The Business Head.
- m) GST, if applicable, shall be reimbursed extra on the bill value at applicable rate, against submission of proof of payment.
- n) Last Month's Bill/Final Bill will be recommended for release of payment by Business Head for release of payment (excluding Security Deposit) certifying that, the Agency has complied with all the liabilities with respect to provident fund, minimum wages, bonus, retrenchment benefits, and adequate compensation towards accidental injuries / death etc., if any, to the respective workmen engaged by the said agency. Final Bill/ Last Month's bill will be released within 90 days of receipt of completed set of certified bills. Security Deposit will be released after completion of 180 days from the completion of contract period after submission of "No Due Certificate" by the Contractor.

10. ELIGIBILITY CRITERIA:

As per Annexure-I of DNIT .

11. EVALUATION OF THE BIDS:

11.1. PART-1-TECHNO COMMERCIAL BID

Parties who fulfill all the requisite conditions of Eligibility Criteria, will be construed as Technically Qualified and will be considered for opening of Part-II of Bids i.e., Price Bid.

11.2. **PART-2: PRICE BID**

The Price Bid of Techno commercially Qualified Tenderers only shall be evaluated on the basis of Lowest Composite (L1) value quoted against the job.

- a) The tenderer shall quote for the entire tendered quantity as per Scope of Work. The tenderer shall be ranked L-1, L-2, L-3, ... on the basis of quoted value i.e., Lowest composite value quoted by any Contractor shall be ranked as L-1.
- b) The employer shall have the right to make any alteration, modification/additions in the original specification/scope of work during execution of the work and the Contractor shall be bound to implement the same in accordance with such instructions. Such alterations shall not invalidate the Contract. However, the rates and related terms for such alterations etc., if applicable shall be mutually negotiated and in case of non-settlement, decision of the employer on the matter will be final and binding.

12. **PENALTY:**

- a) The milestones of this tender and the non-compliance or delay in compliance or delay in achieving the milestones/ generation of desired output within the specified time will attract penalties as follows:

SI No	Particulars	Milestone	Penalty
1	Signing of Agreement	Within 30 Days of Issuance of LOI	Beyond 30 days of Issuance of LOI Penalty will be levied @ Rs 500/- per day
2	Commencement of Work	Within 30 Days of issuance of LOI	Beyond 30 days of Issuance of LOI Penalty will be levied @ Rs 500/- per day
3	Production of targeted finished product i.e ROM of (- 300) mm size of quantity 20,000 MT per month	Financial year/ part of financial year	a) Above 95% - Nil b) Above 90% up to 95% - 5% c) Below 90% - 10% of contract value of shortfall quantity in addition to 5% of shortfall quantity above 90%.
4	Achievement of physical & Chemical specifications	Monthly	To be recovered on pro-rata basis by the Company
5	Compliance of safety parameters	Monthly	As per clause No. 14.3 of GCC and Clause No.16 (h) of SCC of tender document.
6	Compliance of filing statutory registers and making statutory payments	Monthly	To be recovered as per the demand made by the statutory authorities
7	Commencement of Dewatering job	Within 30 Days of issuance of LOI	Beyond 30 days of Issuance of LOI Penalty will be levied @ Rs 500/- per day
8	Dewatering job	Complete within 03 months from LOI	Beyond 3 month of Issuance of LOI Penalty will be levied @ Rs 500/- per day

Note: For the 1st and the last year of operations, the amount of penalty shall be worked out considering the proportionate number of days available from the date of commencement till 31st March and from 1st April till last date of operation respectively.

- a) *If BSLC will not require the desired production, BSLC will not impose any penalty to the agency. In such cases BSLC will not be liable for any loss directly or indirectly caused to the Contractor.*
- b) *Stock position at mines is to be jointly signed by Mines Manager or its authorized representative & Contractor's authorized representative on monthly basis to monitor the movement of finished product.*
- c) *If there is any lacuna/ fault from BSLC side , then the said penalty will be waived by Business Head after getting proper justification.*

13. PRICE VARIATION (ESCALATION/DE-ESCALATION)

A. Escalation / De-escalation

Escalation/de-escalation will be given on account of changes in price of diesel and rate of minimum wages as per the formula given below. This Escalation/de-escalation effect will be given to the original awarded rate. The escalation bills will be processed in every six months.

For Diesel

$$V = [0.20 \times (Pr - Pb) \times R] / Pb$$

Where V= Escalation/de-escalation in awarded Rate/unit on account of change in price of Diesel.

0.20 = Diesel component in the awarded job

Pr = Revised rate of diesel on the 1st day of the Month.

Pb = Rate of diesel on Base Date (as on date of opening of the price bid).

R = Gross value of work done on the basis of contract rates for the period for which variation is applicable.

For Minimum Wages:-

In case of any statutory revision in the minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Bhubaneswar Escalation shall be paid as per the following formula :

$$V = [0.10 \times W \times (Xr - Xo)] / Xo$$

Where :

V= Escalation/de-escalation in awarded Rate/unit on account of change in Minimum Wages.

0.10 = Labour component in the awarded job

W = Gross value of work done on the basis of Contract rates during the month.

Xr = Revised Weighted Average Minimum Wages as on 1st day of the month (for Unskilled, Semi-skilled and Skilled categories of Workers) based on the minimum wages as notified by the Regional Labour Commissioner (Central), Bhubaneswar

Xo = Existing (on the basis which tender estimate is prepared) Weighted Average of Minimum Wages on the Base Date(opening of price bid) for Unskilled, semi-skilled and skilled categories of workers and which is based on the minimum wages notified by Regional Labour Commissioner (Central), Bhubaneswar.

NB: Labour component is 0.10 or actual wages paid as per wage sheet whichever is lower.

B. EXPLOSIVE

Explosive will be supplied by BSLC and the cost of explosives will be borne by the agency.

14. EFFECTIVE DATE:

15.

- 15.1. . **Revision on a/c of wages:** - If the minimum wage rate is revised on the first day of a month, escalation /de-escalation effect shall be given effect for the whole month; otherwise effect will be given from the following month

. **Revision on a/c of Diesel:** Since the diesel price is changing frequently in a month the escalation/de-escalation of diesel rate shall be given as and when the diesel rate changes. Accordingly the escalation bill will be submitted showing the diesel price on daily basis in the bill.

16. REGISTERS & FORMS-

The Contactor shall maintain the following Forms as may be in force from time to time in bound registers required under the statute:-

- a) Form A Register of Employment.
- b) Form D Register of attendance of Persons Employed in the Open Cast Mine.
- c) Form E Register of Persons Employed above Ground.
- d) Form F Register of Compensatory Day of Rest.
- e) Form G Register of Leave Account.
- f) Form H Register of Leave Wage Account.
- g) Form I Register of Overtime Wages.
- h) Form J Register of Minor Accident.
- i) Any other Form/Register/Record as required and directed by the Mines Manager/Manager (Personnel) or his authorised representative.

All the above registers are to be kept in the Site Office during working hours and should be readily available for inspection by the Employer/Authorised Representative or by the Statutory Authorities. During the execution of the work, if there is any change in the Form A, the same should be reported forthwith to the Mines Manager. No name of persons should be added in form- A Register without the express permission of the Mines Manager. Identity Cards are to be issued by the Contractor to all workmen engaged. The costs of Photographs for Form-A Register, Vocational Training Center and Identity Cards are to be borne by the Contractor. The Contractor shall furnish Returns required to be submitted by him to DGMS in time.

17. ENVIRONMENTAL OR FOREST LAWS-

The Contractor shall be solely responsible and liable for contravention of Environmental or Forest Laws arising out of his acts or commissions. The contractor will indemnify the management against any legal action taken by the State/Central Government.

18. SECURITY DEPOSIT-

The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the Contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the Security Deposit is restored to its full limit mentioned above. On due and satisfactory performance and completion of the Contract in all respect and settlement of Final Bill, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company. No claim shall lie against the company on any account whatsoever in respect of this Contract after the receipt of No Demand Certificate from the Contractor.

The company shall have the full right to forfeit and appropriate the Security Deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the company or otherwise available under the law.

Any dues of the Company against the Contractor under the Contract resulting from award of work to some other agency at the Risk and Cost of the Contractor shall be adjustable against the Security Deposit and if SD is insufficient, the same could be recovered from the Contractor.

In case of the termination of the Contract by the Contractor, the company shall have right to forfeit the Security Deposit.

The Security Deposit shall be refunded to the Contractor within 60 days from the date of payment of Final Bill, subject to the condition that the Contractor shall produce a clearance certificate from the Mines Manager and all related departments like Geology & Environment, Personnel, Security Materials, Electrical, etc., of having disbursed all labour payments, other statutory payments and cleared all his

obligations under the Contract.

The EMD provided by the tenderers along with the tender documents will be returned to the unsuccessful tenderers within 30 (thirty) days from the date of opening of the bids. No interest on the Earnest Money Deposit however will be payable.

19. OPERATING AUTHORITY:

Mines Manager, BSLC or any other person appointed from time to time by the Employer will be the Mines Manager for certifying the execution of the jobs as per the contract terms & conditions. Mines Manager shall be the inspecting/operating authority. However for deviation in the Scope of Work, the same shall be operated as per the discretion of management with the approval of Business Head, BSLC, Birmitrapur which will be decided mutually with the Contractor.

20. SAFETY:

In addition to the points mentioned in clause no 14.3 of GCC the following safety measures are to be ensured by the contractor.

- a) The Contractor shall be responsible to ensure safety of the workmen engaged for the jobs.
- b) Except in special circumstances (to be recorded in writing and with due approval) the Contractor will not be allowed to employ subcontractor.
- c) Mines Manager or his authorized representatives must ensure that the Contractor's employees use safety appliances/PPE's at the worksites.
- d) Contractor must ensure that the Supervisors concerned must visit the entire area of worksite every day and take immediate action to remove hazards whenever noticed.
- e) Every contractor must ensure that all the working areas are as per provisions of Mines Act, Regulations & Rules and bylaws made there under.
- f) The contractor shall maintain good housekeeping at the worksite for safe working.
- g) The Contractor shall ensure that no workman is deployed on work without getting a basic safety training from Safety Officer / VTO and those who are not trained earlier are released (with wages) for training under Safety Officer / VTO of the Company. Record of such training is to be maintained in a register meant for the purpose.
- h) For violation of Safety Rules etc., following would be the penalties imposed on the contractor:

Sno	Job/ Area	Violation	Penalty
1	Working at height without safety belts & height pass	After 3 repeated violations	Rs. 10,000/-
2	Electrical fittings	-Do-	Rs. 10,000/-
3	Non use of vital safety appliances	a) -Do- b) For any serious accidents	a) Rs. 10,000/- b) Rs 20,000/-
4	Improper slopping, shuttering over hangs	a) -Do- b) -Do-	a) Rs. 10,000/- b) Rs 20,000/-
5	Use of improper tolls / tackles	a) -Do- b) -Do-	a) Rs. 5,000/- b) Rs 10,000/-
6	Fatal accident	-	Rs 5,00,000 in case compensation is not received from insurer.

The penalty shall be decided after investigation and obtaining the report either from Manager (Mines) or from the committee, if formed for the same. The penalty shall be decided by Business Head in consultation with Manager (Mines) and will be deducted from the RA bill with information to the Contractor. Record of such penalties imposed also should be maintained by Safety Department.

21. MISCELLANEOUS:

- 21.1. The contractor shall produce the tippers for inspection at the company's premises on demand after issuance of LOA but before start of work and also on demand during course of operation to the Mines Manager or his representative. All the tippers / dumpers shall be fitted with DGMS approved type of audio-visual alarm system, blind spot mirrors, proximity sensor device etc. If tippers are found unfit after such inspection, the Contractor shall immediately replace the tippers.
- 21.2. The Contractor will be required to keep an Order Book at the site of work. Any special order and instruction to be issued to the Contractor will be recorded in this book by the Mines Manager or his authorized representative. This book will always be kept at the site of the work.
- 21.3. The contractor shall not allow any visitors on the work site without the Permission of the employer / Manager/Engineer.
- 21.4. Extraordinary Traffic: The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being subjected to extraordinary traffic of the contractor in particular or shall select routes and use vehicles and restrict and distribute loads that any such extra-ordinary traffic as will inevitably arise from the moving of materials from and to the site, shall be limited so far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

22. CONTRACT DOCUMENT:

The several documents forming part of the contract are to be taken as mutually explanatory of one another. Should any condition in General Condition of Contract be contrary to the Special Conditions of Contract then the Special Conditions shall prevail.