

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

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**LETTER OF SUBMISSION OF TENDER,
ARTICLES OF AGREEMENT
GENERAL CONDITIONS OF CONTRACT
FOR**

“COMPLETE MINING ACTIVITIES INCLUDING DEVELOPMENT, OPERATION, TRANSPORT, CRUSHING AND LOADING ETC., OF IRON ORE (ROM) @ 0.36 MTPA AT BAGIABURU IRON ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA.”

This Tender Document is issued to

Name of Bidder _____

Address of Bidder _____

Issued by:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMIT

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THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

AGREEMENT NO: _____ ,

DATED: _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Barbil, Thakurani this _____ day of _____ 20__ between The Orissa Minerals Development Company Limited, At/Po-Thakurani, Via- Barbil, Dist-Keonjhar, Odisha-758035, having its Office at General Office, Thakurani-758035 (hereinafter referred to as the “Employer”), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and assigns) OF THE ONE PART

AND

M/s _____, a Company organized and existing under the laws of _____ and having its registered office at _____ (hereinafter referred to as “Contractor”), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns) of the other part.

Whereas

The Employer has decided for the job of COMPLETE MINING ACTIVITIES INCLUDING DEVELOPMENT, OPERATION, TRANSPORT, CRUSHING AND LOADING ETC., OF IRON ORE (ROM) @ 0.36 MTPA AT BAGIABURU IRON ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA.”

The Contractor has declared that he has proven and specialized knowledge and expertise in mining and transporting work, at least _____ MT for at least _____ years, and

- a) The Contractor has declared that he is in a position to carry out the work as specified in the Contract, and
- b) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of proposed Work and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, and

The Contractor has agreed to undertake the job of COMPLETE MINING ACTIVITIES INCLUDING DEVELOPMENT, OPERATION, TRANSPORT, CRUSHING AND LOADING ETC., OF IRON ORE (ROM) @ 0.36 MTPA AT BAGIABURU IRON ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA.” as specified in the NIT No. _____ and other documents of the Contract, and the Employer has accepted the Tender of the Contractor as modified and agreed upon, and

Now it is hereby agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.
 - a) NIT and annexure/appendix, if any
 - b) Instructions to Bidders
 - c) Letter of Acceptance
 - d) Price Bid

- e) General Conditions of Contract
- f) Special Conditions of Contract
- g) Contract Specification
- h) Other Technical Documents and drawings.
- i) Other document and correspondences

3. The Commencement of Contract shall be the date of issue of Letter of Intent.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for the job of COMPLETE MINING ACTIVITIES INCLUDING DEVELOPMENT, OPERATION, TRANSPORT, CRUSHING AND LOADING ETC., OF IRON ORE (ROM) @ 0.36 MTPA AT BAGIABURU IRON ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA, At/Po-Thakurani, Via- Barbil, Dist-Keonjhar, Odisha-758035

- 5. Time is the essence of the Contract. The installation of crusher will be completed and generation of sized Iron Ore will commence within 120days from the date of issue of Letter of Acceptance. The mining Work shall be considered as completed in all respects only after fulfilling all the contractual obligations under the Contract.
- 6. The Employer hereby covenants to pay the Contractor in consideration of the above Work, the Contract Price in the manner described in the Contract.
- 7. No amendment to this Contract shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Contract.
- 8. All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen in Thakurani, Barbil, Keonjhar, Odisha. Only the Courts in Odisha shall have jurisdiction. However, the disputes, if any, shall be settled by Arbitration mentioned in the General Conditions of Contract.
- 9. The several parts of the Contract have been read and fully understood by us.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Employer)

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Contractor)

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

GENERAL CONDITIONS OF CONTRACT

NOTICE NO: OMDC/MINING/2020-21/-2600005832 Date:12/06/2020

1.0 DEFINITIONS

1.1 **Definitions:** In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except wherein the context otherwise requires.

1.1.1 **“Approved”** means approved in writing including the subsequent written confirmation of previous verbal approval, if any.

1.1.2 **“Approval”** means approval in writing including as above said.

OMDC:OMDC means “The Orissa Minerals Development Company Limited” A Company incorporated in India and having its Head office at Ground Floor- 271,Bidyut Marg, Unit – IV, Shastri Nagar, Bhubaneswar – 1 (Odisha)

1.1.3 **1, which is alternatively used as the “Company”.**

1.1.4 **Business Head:** Unit Head of OMDC at Thakurani or his/her Authorised Representative.

1.1.5 **“Contract”** means the Offer of the successful Bidder along with all clarifications/confirmations or Contract Specifications, Tender with all the enclosures, Articles of Agreement, General Conditions of Contract and Appendices, Special Conditions of Contract and Annexure, Specifications, Price Schedule, Drawings, together with the Letter of Acceptance and other documents specifically indicated therein and entered into between the Employer and the Contractor for executing the Work.

1.1.6 **“Contract Specification”** shall include the agreed Scope of work, Supply, Drawings, Technical Specifications and Data, Performance Characteristics, Guarantee Parameters, the schedules and all other particulars mentioned as such in the Contract.

1.1.7 **“Contract Price”** means the Price indicated in the Letter of Acceptance.

1.1.8 **“Contractor’s Plant and Equipment”** means all equipment, machinery engaged in this tender/ contract for generation of desired output as per contract specifications.

1.1.9 **“Contractor”** shall mean the Bidder whose tender has been accepted and shall include his/their heirs, executors, administrators, legal representatives, successors/assigns and his/their Indian Agents approved by the Employer.

1.1.10 **“Date of Award of Contract”** shall mean the date of issue of Letter of Acceptance or the date of issue of acceptance of Tender whichever is earlier.

1.1.11 **“Employer”** means The Orissa Minerals Development Company Limited (OMDC), Thakurani, Dist-Keonjhar,Odisha-770033 having its Registered Office situated at Ground Floor – 271, Bidyut Marg, Unit –IV, Shastri Nagar, Bhubaneswar – 1 (Odisha)

1.1.12 **“Engineer”** means Mines Manager or any other Officer appointed by designation from time to time by the Employer (Business Head / Director / Managing Director / Chairman) who is to deal with the contract on behalf of OMDC.

1.1.13 **“Engineer’s Representative”** means any assistant of the “Engineer” or any other Employee or Agent appointed from time to time by the Employer or the Engineer to perform the duties.

- 1.1.14 **“Letter of Acceptance”** means intimation from the OMDC by a letter/Fax/Email to the successful Bidder that his tender has been accepted in accordance with the provisions contained therein.
- 1.1.15 **“Month”** means a Calendar month according to the Gregorian Calendar.
- 1.1.16 **Name of the Tender:** Name of the Tender means the work to be performed by the Bidder;
- 1.1.17 **“Notice in Writing”** and **“Written Notice”** means a Notice in written, typed or printed characters sent in person or by Registered Post or by Speed Post or through Courier or by Fax or by Email to the Business or Registered Office address of the Contractor or any other address communicated by the Contractor and shall be deemed to have been received where in the ordinary course of post it would have been delivered.
- 1.1.18 **“Plant, Machinery, Equipment, Facility or Stores”** shall severally or jointly mean all or any part of the material, Equipment, Drawing etc., which is either specifically required by the Contract or is required in connection with performance of the Scope of the Contract.
- 1.1.19 **“Project”** Project or Scheme of the Employer.
- 1.1.20 **Price Bid:** Price Bid means the document containing the Scheduled Rate quoted by the Contractor in prescribed format to be considered for the purpose of evaluation and award of Contract.
- 1.1.21 **“Site”** means the land and other places envisaged by the Employer on, under, in or through which the works and/or services to be performed or to be executed or carried out and any other lands or places provided by the Employer for the purpose of execution of the Contract.
- 1.1.22 **“Supervision”** shall mean the successive controls and directions given by the Employer or his representative in relation to Work, either during the manufacture in the Contractor’s works and/or at site and supervision of production of finished goods (sized Iron ore –sized lump and fines as per specification given in the Contract).
- 1.1.23 **“Schedule”** and **“Work Schedule”** shall mean the accepted schedules between the Contractor and the Employer forming a part of the Contract.
- 1.1.24 **Scheduled Rate:** Scheduled Rate means the rate quoted by the Bidder in the prescribed Price Bid Format.
- 1.1.25 **Techno-Commercial Bid:** Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the Bidder for consideration of the Price Bid.
- 1.1.26 **“Agency”** shall mean Individual/Firm/Company/ Corporation/Consortium submitting a Tender against the Notice Inviting Tender (NIT) and shall include his/its/their heirs, executors, administrators, legal representatives, and successors.
- 1.1.27 **“Tender Specification”** shall mean the design data, drawings, schedules, broad equipment characteristics and other technical details furnished with the Tender Document and subsequent clarifications, if any, furnished by the Employer for the purpose of submitting the offer by the Bidder.
- 1.1.28 **“Tests”** shall include all tests made without relieving the Contractor of his liability, as may be considered necessary by the Employer or his representative, in order to ascertain the quality of finished products generated during the process of execution of crushing of Iron Ore(Run of Mines / ROM) and efficiency of the work or parts thereof and performance of the machinery for generation of desired physical specification of the finished products as

specified in the Tender.

1.1.29 **Taxes:** Taxes means Income Tax, Surcharge, GST, Cess, Entry Tax and any other Tax, Levy, Fees, imposed by the Government from time to time.

1.1.30 **“The Inspector”** shall mean any person or Contractor nominated by or on behalf of the OMDC/ Statutory Authorities to inspect work under the Contract.

“Work” shall mean to undertake the job of COMPLETE MINING ACTIVITIES INCLUDING DEVELOPMENT, OPERATION, TRANSPORT, CRUSHING AND LOADING ETC., OF IRON ORE (ROM) @ 0.36 MTPA AT BAGIABURU IRON ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA.”

2.0 INTERPRETATIONS

2.1 In case of any conflict of meaning between the “Special Conditions of Contract” and “General Conditions of Contract” and other documents, the documents shall prevail as given below:

- a) “Special Conditions of Contract” shall prevail over “General Conditions of Contract”.
- b) Between two documents on the same issue, the document revised or reissued as of the later date shall prevail.
- c) All Specifications, Drawings, Maps and other documents shall be interpreted in conformity with the General Conditions of Contract as supplemented and/or modified by the Special Conditions of Contract.

2.2 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

2.3 **“Singular and Plural”:** words expressed in singular shall also include the plural and vice versa where the context requires or permits. Words expressed as ‘persons’ include Firms, Companies, Corporations, Associations or body of individuals and vice versa where the context so requires or permits. Words expressed as ‘masculine’ gender include the ‘feminine’ gender and vice versa where the context so requires or permits.

2.4 The Contract and all correspondence between the Employer and the Contractor shall be in English language.

3.0 ENGINEER

3.1 Duties and Powers of Engineer / Mines Manager:

To ensure the proper execution of the Contract, the Engineer/ Mines Manager shall have the right of:

- (a) supervision and direction of the Contract,
- (b) directing the application of Contractor’s labour and machinery forces to any portion of the work as required,
- (c) ordering the increase or decrease of the size of the labour and machinery and to resolve issues which arise in the execution of the Contract,
- (d) rejecting any or all work and Materials, Plant and Equipment which do not conform to the Contract,
- (e) Stopping the work of execution whenever such stoppage may be necessary.

3.2 **DUTIES OF ENGINEER’S REPRESENTATIVE:**

- a) To inspect Mining Equipments, Materials and to watch and supervise the works of Mining of Iron Ore and production of proper size of Iron Ore.
- b) Any instructions or approvals given by the Engineer's representative to the Contractor in connection with the Contract shall bind the Contractor as though it had been given by the Manager provided always as follows:

3.2.1 The Engineer's Representative shall have no authority to:

- a) Relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract.
- b) to order
 - i) any work involving delay,
 - ii) any extra payment by the Employer,
 - iii) any variation in the works.

3.3 Failure of the Engineer to reject Equipment, Materials, workmanship etc., or to disapprove any work or materials shall not prejudice the Employer to reject such Equipment, Materials, workmanship etc., or to disapprove such work or materials and to order re-supply of such Equipment & Materials or to pull down, remove or break up such disapproved work at the cost of the Contractor, provided the Contractor fails to comply with the direction and requirement of the Employer therefore. The decision, opinion, certificates or valuation of the Employer in respect of any matter under this Clause shall be final, binding and conclusive upon the Contractor.

3.4 If the Contractor is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Engineer, he shall be entitled to refer the matters to the Business Head who shall thereupon confirm, reverse or vary such matters.

3.5 **DOCUMENTS MUTUALLY EXPLANATORY:** The Several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be mutually discussed, explained and resolved by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out

4.0 **ASSIGNING AND SUB-CONTRACTING**

4.1 **Assigning:** The Contractor shall not transfer or assign the contract any part thereof or any benefit or interest therein or there under without the written consent of the Employer. In the event of the Contractor contravening this condition, the Employer shall be entitled to place the Contract elsewhere on the Contractor's account and at his Risk and Cost, then the Contractor shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of contract. This shall not relieve the Contractor of any responsibility under this Contract.

4.2 **Sub-contracting:** The Contractor shall not sub-contract the whole or any part of the works without the prior written approval of the Employer and such approval, if given, shall not establish any contractual relationship between the sub-Contractor and the Employer and shall not relieve the Contractor of any responsibility, liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or sub-Contractor's agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen. However, the execution of the works by Piece Rate Worker (PRW) Contract under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-contract under this clause. However, the Contractor will be liable and responsible for compliance of all statutory requirements.

5.0 GENERAL OBLIGATIONS

- a) **Contract:** The Contractor shall sign an agreement and/or commence the Work as stipulated in the Letter of Acceptance and in default thereof, the Earnest Money Deposit and/or the Security Deposit amount furnished by the Contractor shall be forfeited and the acceptance of the Tender shall be considered as withdrawn at the cost of the Contractor. Moreover, the Contract will be terminated and the Contractor will be liable for debarring from participation in the Employer's tenders for a period of **2(two)** years.
- b) **Inspection of Site:** The Contractor may visit, inspect and examine the site and its surroundings and shall satisfy himself before submitting the tender as to the various facilities available at the site and the means of access to the site and the accommodation and other facilities that may be required and, in general, shall himself obtain all necessary information as to the working conditions, risk and contingency and other circumstances which may influence or affect his tender. The Bidder shall note no claim on this ground shall be admissible.
- c) **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before submission of Tender as to the correctness and sufficiency of his Tender for the Works and the Rates and Prices stated in his Priced Schedule / Price Bid shall cover all his obligations under the Contract.
- d) The Contractor is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of specifications and all other documents referred to in the Contract.

e) **Indemnity:**

The Contractor assumes responsibility for and shall indemnify and save harmless the Employer, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, Attorney's fees and Court Cost which are, or may be required with respect to any breach of the Contractor's obligations under the Contract, or for which the Contractor has assumed responsibility under the Contract, including those imposed under any contract, local or national law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Contractor or his sub-Contractors or suppliers in connection with performance of any work covered by the Contract. The Contractor shall execute and deliver, and shall cause his sub-Contractors and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the Employer.

The Employer shall not be in any way held responsible for any accident or damages incurred or claims arising there from during the period during Excavation, Mining& Transporting.

- f) The Contractor shall be responsible for the proper fencing, lighting, guarding and watching of all the works at the Site and protection of the owners and occupiers of adjacent property, the public and others. No naked light shall be used by the Contractor on the Site otherwise than in the open air without the special approval in writing from the Engineer/Mines Manager.

g) **Environment:**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emission, surface discharges

and effluent from the Site during the Contract period shall not exceed the values indicated in the Employer's requirements, and shall not exceed the values prescribed by law including Environment Protection Act, 1986. The Contractor shall conform to the Employer's requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations.

- h) The following **Environment, Safety and Health points** are to be adhered:
- i. The Contractor must adhere to all the applicable statutory laws pertaining to Safety, Health and Environment relating to mining and allied operations.
 - ii. All the motor vehicles of the Contractor used for transporting materials/machinery etc., should have pollution under control/clearance certificates and the same should be submitted at the time of obtaining gate pass. A copy of the same must be exhibited/pasted on the vehicle also.
 - iii. The Contractor must ensure dust suppression measures in the work areas by sprinkling water and also ensure that all his workers use dust masks while working in dusty areas.
 - iv. Contractor must ensure proper housekeeping at site by keeping work areas free from unwanted material and greases, oil to avoid slips & falls
 - v. The Contractor must ensure that all the debris generated during the work is transported safely to the Departmental crushers such that there is no spillage of debris on the road during transportation.
 - vi. All representatives / supervisors / workers of Contractors must take Safety and Environmental Induction Training and comply with the Instructions given therein.

6.0 COMMENCEMENT TIME AND DELAYS:

- a) **Commencement of Contract:** The Contract shall be deemed to commence from the date of issue of Letter of Acceptance. The Contractor shall proceed with the due expedition and without any delay for the fulfillment of the Contract. The Contractor is required to sign the Agreement **as per Article of agreement of GCC Contractual Schedule:-**

Particulars	Period
Deployment of Mining Equipment at OMDC Mines	Within 30 days from issue of LOI
Installation, Commissioning and operation of Crusher & Screening Plant for generation of finished product	Within 120 days from issue of LOI

- b) **Extension of time for completion for installation & commissioning of crusher plant**

On request of the Bidder, management of OMDC may consider for extension of time for such period as felt reasonable without any prejudice of the right to recover the penalty as per the contractual terms at its sole discretion. In any case the Contractor shall not be entitled to revision of price, any compensation or damages on account of such extension of completion period, if granted.

7.0 INSURANCE:

- 7.1 The Contractor shall maintain in full force and effect all such insurances as required for men and machines by the law for the purpose of the Contract at

the cost of the Contractor. The copy of such insurance policies should be provided to OMDC for record.

- 7.1.1 The Contractor shall maintain in full force and effect all such insurances as above and required by the law for the purpose of the Contract at the cost of the Contractor.
- 7.1.2 The Contractor shall furnish to the Engineer with evidence of such insurance a copy of the issued policy and any cancellation or termination thereof. Should the Contractor default in paying any premium when due, Engineer, without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from Contractor.
- 7.1.3 The provisions contained within this Clause are not intended to and do not impair or in any manner limit the liabilities or obligation assumed by Contractor as may be set forth more fully elsewhere in the Contract.
- 7.1.4 The vehicles, mobile equipment, etc., (whether or not those are owned by them) deployed at site by Contractor shall be covered under **Automobile Liability Insurance** at Contractor's cost.
- 7.1.5 Contractor shall ensure that where applicable, shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract.
- 7.1.6 While the payment of premium may be phased in agreement with the Insurance Company, at no time shall the equipment, men and other services required to be provided by the Contractor shall remain uninsured.
- 7.2 In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations which will inter-alia include the following:
 - 7.2.1 Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at Site and kept ready for immediate use.
 - 7.2.2 Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
 - 7.2.3 The Contractor shall be responsible for effecting insurance under the Indian **Workmen's Compensation Act** and any other insurance in accordance with the Indian laws and regulations at his own cost.
- 8.0 INSPECTION:** The Contractor will make all arrangement for inspection of following by OMDC/Employer.
 - a) Mining Equipment
 - b) Loading & Transporting Equipment
 - c) Manpower
 - d) Safety Equipment including Fire Extinguisher

9.0 TESTS AT SITE:

The Contractor has to make his own arrangements such as labour, materials, stores, all apparatus and instruments as may be required from time to time as may reasonably be demanded to carry out such Tests of the Material or workmanship in accordance with the Contract at his cost to the satisfaction of the Engineer/Mines Manager. Special apparatus and instruments, if any required, shall also be provided free of charge by the Contractor.

10.0 ACCESS & POSSESSION OF SITE:

- a. Subject to **Clause No 3 of SCC**, on receipt of written request from the Contractor, access to and possession of the Site shall be afforded to the Contractor by the Employer/Engineer to start the Contract Work.
- b. In the execution of the Work no person other than the Contractor, and his or their employees shall be allowed on the Site except with the written permission of the Employer. All facilities to inspect the Work at all times shall be afforded to the Employer and his representatives and other authorized officials.
- c. The access to and possession of the Site referred to shall not be exclusive to the Contractor but only such as shall enable him to execute the Work. The Contractor shall afford to the Employer, and to the other Contractors, whose names are communicated in writing to the Contractor by the Employer, reasonable access to site and facilities for the execution of work concurrently along with his own work.
- d. The Contractor shall plan and execute his work in phased manner as directed by the Engineer from time to time and shall fully co-operate with other agencies working at Site simultaneously as well as with the Employer's other Departments so as not to obstruct or retard the work simultaneously being executed by other agencies and the Mining operations in any way. The decision of the Engineer on any point of dispute between the various Contractors shall be final and binding on all the parties concerned.

11.0 OBLIGATIONS OF THE CONTRACTOR

- 11.1 **Water:** The Contractor shall at his own expenses lay and maintain the pipelines for the water required for construction purpose (including drinking water) and for subsequent use for dust suppression, sprinkling of water etc. for the work covered under the scope of the contract from the point of supply to his work site with suitable connections, storage reservoir etc. as may be necessary. The water for the above purpose will be supplied free of cost by the employer from the existing source of water located near the site as decided by the employer on a written request by the Contractor mentioning his requirements. The Contractor shall ensure the avoidance of misuse or wastage of water, make adequate arrangements for storage and regulate supply and if necessary install supplementary arrangements for supply of water. The employer will try to maintain a regular supply of water to meet the construction requirements. However, no claim for compensation for any failure or short supply of water will be entertained by the employer.
- 11.2 **Power:** The contractor shall draw electricity from its nearest 11 kV source by taking necessary permission from NESCO and DFO, Keonjhor for laying of HT OH line power in forest land. The Agency shall obtain permission from DFO, Keonjhar towards diversion of forest land for laying of HT overhead line power. The power to be drawn shall be in the name of OMDC and necessary statutory deposit such as supervision charge, security deposit, inspection fee and meter rent shall be paid by the agency and the same is loaded on the estimate. The Agency shall install the substation with 750 KVA rated Transformer and all other accessories for crusher operation. The Agency shall also install NESCO certified 03 phase digital energy meter with all accessories to display kWh, kVAh, and Power Factor etc. for calculation of energy charges as per the norms of NESCO. The Agency shall maintain the Power Factor Level (0.92 or above) as per statutory norms by installing suitably rated Power Factor Panel. If Power Factor Level is not maintained, the penalty on above account will be charged as per the norms of NESCO with the energy bill. The monthly electricity bill shall be paid by OMDC and the amount shall be deducted from

the running bill of the agency on monthly basis

11.3 Land:

- i. Area for Yards, Offices etc.: The Employer may, at his discretion and for the duration of the Contract, make available land, free of charge, within and/or near the Employer's work site for the Contractor to put up the stores, site fabrication yard, office, etc., as required for the execution of the Contract. Any clearing and leveling of ground, services, roads, etc., as required shall be done and maintained by the Contractor at his own cost conforming to various stipulations of the Employer. The area required for the above purpose shall be indicated in a sketch or drawing by the Contractor for the consideration of the Employer.
- ii. On completion of Work and/or on termination of Contract, field office, construction stores, fabrication yard and any other temporary works shall be dismantled and removed from the site by the Contractor and the site and works shall be left clear and clean of all obstruction at his own cost. In the event of Contractor's failure to do so, the Employer reserves the right to clear the site in the manner as he may deem necessary and the cost and expenses for all such clearances incurred by the Employer shall be recovered from the Contractor's bills or from any money due to the Contractor from the Employer without prejudice to any other measures the Employer is empowered to take under the Contract. The Employer also reserves the right to take over any or all such temporary structures put up by the Contractor on completion of the works.

With regards to Contractor's supervisory staff, all arrangement related to their accommodation etc., shall be arranged by Contractor at his own cost.

Allotment of land will be valid till the validity of contract period after which Contractor shall handover the land to employer, removing all temporary structures, debris, etc.

Contractor's Security Deposit for the work and last payment will be released only after the land is handed over.

Contractor shall abide by the terms & conditions indicated by Employer.

11.4 The Contractor shall not be entitled to any claim in absence of the above facilities namely water, power and land.

11.5 **Watching and Lighting:** The Contractor shall provide and maintain at his own cost proper fencing, notice boards, 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/Mines Manager or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the public or others, until the works are taken over by the Employer. The lighting in and around the work spots shall be so arranged that there is sufficient illumination available in minimum area of 15 meters radius around the work spot. The standard of lighting should strictly be as per DGMS Guidelines.

11.6 SAFETY AND GUARDING OF WORKS:

- i. The Employer shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of erection, testing & commissioning and putting the plant into operation for generation finished products.
- ii. The Contractor shall be responsible for following the provisions of all safety laws and rules made there under and other statutory requirements at his own cost.

- iii. Without prejudice to the above, following shall be followed by the Contractor:
- a) The Contractor and his workers must strictly take all safety precautions. The Contractor shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter, tools , fluorescent jacket etc.
 - b) The Contractor shall take adequate safety precaution to prevent accidents at site. The Contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the Employer from time to time and promptly submit report of accident to the prescribed statutory authority and the Business Head and state the measures taken by him to prevent their recurrence and also keep the Employer indemnified of all claims arising out of such accidents.
 - c) No Workmen shall be engaged on the work without proper safety induction training and without using required Personal Protective Equipment (PPE). Use of safety helmet and shoe is must.
 - d) All the safety appliances required for safe working as decided by Mines Manager shall be provided by the Contractor to his workmen.
 - e) The Contractor shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon synthetic dress. This is required to avoid any fire accident. This must be followed strictly.
 - f) The Engineer/Mines Manager reserves the right to issue directions regarding safety and such directions shall immediately be implemented by the Contractor. Contravention of any safety regulation of the Employer in vogue shall result in recovery from Contractor's "On Account Bills" as given below:
 - (i) Rs 5,000 for each case of not providing safety appliances and non compliance of safety procedures.
 - (ii) **Rs 5,00,000 for each case of death or permanent disability** to the legal heir of the deceased employee in the absence of having any valid insurance policy of equivalent value in favour of the employee.

Repeated violation of safety procedures may lead to suspension of work. Further violation of safety procedures may lead to termination of the Contract and execution of balance work at the Risk & cost of the Contractor. The recoveries mentioned above are in addition to those which are applicable as per the Standard Safety Rules and Statutory Labour Regulations. Decision of the Mines Manager on any of the above issues is final and binding on the Contractor.

11.7 **SECURITY REGULATIONS:**

- i. The Contractor shall abide by all the security regulations of the Employer in force and promulgated from time to time and other statutory requirements.
- ii. Final payment (excluding monthly payment) would be made to the Contractor only after obtaining clearance of all concerned including Security Department.
- iii. The Contractor shall register all equipments and all other materials, tools etc., that may be taken inside the mines area in order to facilitate the issue of Exit Gate Permits for such items to be taken out after the completion of

Work.

11.8 **DAMAGES TO PERSONS & PROPERTY:**

The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface, land and trees being on the site) suffered by the Employer which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

- a. The permanent use or occupation of land by the Works or any part thereof;
- b. The right of the Employer to construct the Works or any part thereof on over, under, in or through any land;
- c. Interference, whether temporary or permanent, with any right of light, air, way or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract;
- d. Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the Contract by the Employer, his representatives, servants, other Contractors (not being employed by the Contractor) for or in respect of any claim, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.
- i. **Third party Insurance:** Before commencing the execution of the Works, the Contractor (without limiting his obligations and responsibilities under Clause No. 11.4 of GCC hereof) shall insure against any damages, loss or injury which may occur to any property or to any person by or arising out of the execution of the Works, Temporary works or in the carrying out the Contract, otherwise than due to the matters referred to in the Clause No. 11.4 hereof.
- ii. **Minimum amount of Third Party Insurance:** Such Insurance shall be effected with an insurer and in terms, approved by the Employer and for an amount not less than Rupees Two Lakh only and the Contractor shall whenever required produce to the Business Head or his authorised representative the valid policy or policies of insurance and the receipts for payment of the current premium.
- iii. **Accident or injury to Workmen:** The agency shall be liable for or in respect of any damages or compensation payable as per Workmen Compensation Act in respect of or in consequences of any accident or injury to any workman or other person in the employment of the Contractor.
- iv. **Insurance Policy:** The Contractor shall take insurance policy for payment of **an ex-gratia amount of Rs. 5,00,000/-** (Rupees Five Lakh only) per head in case of fatal accidents while on duty to the Contract labour engaged by him in addition to the coverage under the Workmen's Compensation Insurance Policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the Workmen's Compensation, whichever is applicable the Contractor is required to pay the ex-gratia amount within thirty (30) days from the date of accident. In case of any delay in paying the ex-gratia amount as above,

the Employer has the right to pay such amount directly to the family of the deceased and recover the same from the Contractor's running/future bills.

11.9 **Return of Surplus Materials:** Notwithstanding anything contained to the contrary anywhere in this Contract, wherever any materials for the execution of the Contract are procured with the assistance of the Employer either by issue from Employer's Stock or purchase made under orders or permits or licenses issued by the Employer, the Contractor shall use the said materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Employer and shall return to the Employer all surplus or unserviceable materials that may be left with the Contractor after the completion of the Contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer/Mines Manager shall determine, having due regard to the initial cost and the present condition of the materials at the time of such return thereof. The credit to be allowed to the Contractor shall not exceed the amount charged to him excluding the storage and handling charges etc., if any. In the event of breach of the aforesaid condition, the Contractor shall (in addition to making himself liable for action for contravention of the terms of the licenses or permit and/or for criminal breach of trust) be liable to the Employer for all moneys, advantages of profits accrued or which in the usual course would have accrued to the Contractor by reason of such breach.

11.10 **Machinery and Materials:**

- i. The Contractor shall at his cost make his own arrangements for all plant, equipment, instruments, tools & tackles etc., for all the works including Testing and Commissioning covered in the Contract. He shall indicate the type and number of different equipment in good working conditions, with their capacities etc., which he will use for the works to ensure the completion of the works in the specified time.
 - ii. All plant and equipment, instruments, etc., once brought by the Contractor to the Site are not to be removed from there without the written permission of the Mines Manager/Engineer. Also, the Contractor shall promptly arrange spare parts, consumables, fuel, chemical & hydraulic fluids, lubricants etc., for the equipment on the Site as and when necessary at his own cost.
 - iii. If in the opinion of the Mines Manager/Engineer, the tools, tackles, plant, equipment, instruments etc., brought to Site or arranged by the Contractor, are not sufficient and/or inadequate, the Mines Manager/Engineer shall have the right to direct the Contractor and the Contractor shall comply with the directions and arrange to bring such items to the Site and employ the same for the Work at his own cost.
 - iv. **Vesting of Plant:** All plants, temporary works and materials owned by the Contractor or by any company in which the Contractor has controlling interest shall, when brought on to the site, immediately be deemed to be vested with the Employer till the currency of contract. The Employer shall not at any time be liable for the loss or damage of those items. None of those items or any part thereof shall be removed from the site without the written consent of the Mines Manager/Engineer. However, the consent shall not be unreasonably withheld.
- 11.11 On completion of the erection work and connecting up of electric power supply and utilities, the Contractor shall promptly notify the Mines Manager/Engineer of the proposed date of commencement of operation, start-up commissioning and performance Tests to demonstrate guaranteed generation

of finished products.

11.12 Contractor's Representative:

- i. In order to carry out his responsibilities under the Contract, the Contractor shall employ competent representatives/agents whose names shall previously have been communicated in writing by the Contractor to the Employer to superintend the Work. The said representatives/agents shall be present at site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representatives/agents of the Contractor shall be deemed to have been given to the Contractor. Any notice under the Contract shall be deemed to have been served on the Contractor if served upon such agent or sent by registered letter to his address at site. Such agent shall not be changed (unless required by the Business Head) and shall not leave the site during the duration of the Contract unless the consent of the Business Head /his authorized representative shall have been previously obtained.
- ii. The Contractor shall send a duly authorized competent representatives/agents to meet the Employer at his office at /Thakurani or at any other place within the country in connection with his works whenever called upon to do so by the Employer at his own cost and any instructions, directions or explanations given by the Employer or by the /Business Head to such representatives/ agents shall be deemed to have been given to the Contractor.
- iii. The Contractor shall ensure that each individual of the Contractor's personnel at Site shall co-operate with the Business Head /his authorized representative and any other agencies engaged in the Work to avoid difficulties in carrying out the Work. Failure to extend such co-operation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Contractor forthwith upon request by the Business Head /Authorized Representative. In such cases, the Contractor shall provide immediately competent personnel to replace such individuals at the Contractor's own cost and such personnel shall not be again employed. In case of disagreement as to the cause of such removal, the decision of the Employer/Business Head shall be final.
- iv. The Contractor's Representatives shall be available for such periods as the Employer/ Business Head may require and they shall work at all reasonable times as may be necessary to complete the Work within the time specified in the Contract.
- v. During the execution of the work, no visitors or personnel, other than the Contractor or his duly appointed representatives/agents, sub-Contractors and workmen, shall be allowed to do work at Site except by the special permission in writing of Employer/ Business Head or his authorized representatives. The Contractor shall not object to the execution of any work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.

11.13 So far as the Work it is carried out in the Employer's premises, shall be carried out at such time as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Contractor all reasonable facilities for carrying out his Work.

11.14 General Supervision by the Employer/Business Head and Coordination:

All the Work shall be carried out under the general supervision of and to the satisfaction of the Mines Manager/**Agent**/Business Head or his authorized

representatives.

11.15 Payment of Taxes & Duties in relation to the contract:

The Contractor shall pay all taxes due in India for the personnel employed by the Contractor for Work arising out of their services in connection with the Contract.

11.16 Recruitment of Labour:

- i. While recruiting the labour and supervisory staff for his works, the Contractor has to recruit the staff in accordance with the rules and regulations in force.
- ii. **Labour Returns:** Periodical statements of labour employed by the Contractor shall be submitted as per statute.
- iii. The Bidder/Contractor shall engage workmen of good conduct and clean antecedents.

11.17 Medical:

- i. The Contractor shall employ such persons as are found to be healthy and free from contagious diseases and shall produce, if required by the Employer, certificate of fitness of all his employees working at Site. Whenever in the opinion of the Employer, it is necessary to do so, for the protection of other employees & their families, the Contractor shall arrange to shift such employees suspected to be suffering from contagious diseases to a hospital. The Contractor shall conduct Initial and Periodical medical examination of all the employees appointed by him as per provision of the Mines Act, 1952 and Rules framed there under and DGMS Circular.
- ii. The Contractor shall also be responsible for observance of the above clause by his sub-Contractors.
- iii. The Contractor will be responsible for First Aid / Medical Services for regular health check-up and meeting medical emergency arising during the execution of the contract at his own cost.

12.0 STATUTORY AND OTHER OBLIGATION:

12.1 The Contractor shall not employ for the purpose of the Work, any person below the age of 18 years. The Employer shall have the right to decide whether any person employed by the Contractor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the Contractor.

12.2 **Labour Rules etc. :** In respect of all labour directly or indirectly employed, the Contractor shall comply with all legislations and rules of State and/or Central Government and/or local authority governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for labour employed for the works under the contract. The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Compensation Act, 1923, Contract Labour (Regulation & Abolition) Act, 1970 and other statutory provisions with regard to fair wages, welfare amenities and safety measures, maintenance of register etc., will be deemed to be part of the Contract. The Contractor shall take out necessary Licence under the Contract Labour (Regulation & Abolition) Act, 1970 within the time limit allowed by the appropriate Government i.e., Central Government

12.3 The Contractor has to comply with all statutory requirements in respect of labour employed during the period of the contract. The Contractor has to obtain licence from Regional Labour Commissioner (Central), Rourkela and should maintain the documents/registers prescribed under the Contract

Labour (R&A) Act, 1970 read with Contract Labour (R&A) Central Rules, 1971 made there under and follow the rules made there under and as amended from time to time.

- 12.4 The Contractor shall ensure the implementation of all the relevant provisions of the various Labour Laws and regulations. Accordingly, he will get himself registered with the concerned statutory authority as provided under the different Acts and shall be directly responsible to the authorities there under for compliance with the provisions thereof.
- 12.5 The Contractor shall ensure that the provisions of relevant Statutory Rules and Regulations are implemented by him, his employees and sub-Contractors.
- 12.6 **MINES ACT 1952, MINES RULES-1955, MMR (REGULATIONS)- 1961:** The Contractor shall follow the provisions of Mines Act-1952, Mines Rules-1955, MMR - 1961 and all rules & regulations made there under from time to time as applicable, and shall indemnify the Employer against all claims of compensations under the provisions of the Act in respect of workmen employed by the Contractor in carrying out the works and against all costs and expenses or penalties that may be incurred by the Employer in connection therewith.
- 12.7 **Employees' Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952 and the schemes framed there under in so far as they are applicable to their establishments and agencies engaged by him. The Contractor is also required to indemnify the Employer against any loss or claims or penalties or damages whatsoever resulting out of non-compliance on the part of the Contractor with the provisions of the aforesaid Act and the schemes framed there under Contractor.
- 12.8 **Electrical License for installation works:** The installation work shall be carried out only by an Electrical Contractor holding a valid licence issued by the competent authority for carrying out installation work of the voltage class involved, under the direct supervision of a person holding a certificate of competency for the same voltage classes issued or recognized by the competent authority.
- 12.9 **Payment of Wages Act, 1936:** The Contractor will abide by the provisions of Payment of Wages Act, 1936.
- i. **Payment of Minimum Wages:** Wages paid to the workmen by the Contractor should not be less than the rates notified by Department of Labour, Govt. of India from time to time with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7th of the following month. If 7th day falls on a holiday or weekly off day the payment should be made one day prior to that. Payment of Provident Fund (PF) for the month, both the Employer's (in this case Contractor) and Employee's (in this case workmen employed by the Contractor) contributions should be deposited in the bank in the Permanent PF Code and Challan should be obtained before the 15th of the following month and forwarded to the Business Head /his authorized representative. If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or the Employer will pay and recover from Contractor said dues including penalty as per Law in the following manner:

1.	Payment of wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under the Minimum Wages Notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the Mines Manager.
2.	Non-payment Of wages	An amount equivalent to wages payable by the Contractor applicable for the relevant period shall be recovered from the bills as certified by the Mines Manager or his authorized representative.
3.	Non-payment of PF	Recovery of the PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of the Contractor as certified by the Mines Manager.
4.	Delayed payment of PF	An amount equivalent to maximum penalty including interest and other charges leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules and subsequent amendments made from time to time for delayed remittance of PF contributions (both the Employee's and the Employer's), shall be recovered from the bills of Contractors certified by the Mines Manager.

The aforesaid amount shall be recoverable from the Contractor's Bills by the Mines Manager or may be deducted by the Employer from due amount or which may become due to the Contractor under the Contract or any other Contract between the Contractor and the Employer or Employer's Subsidiary units/Companies.

- ii. The Contractor shall pay wages to his workmen by crediting the salaries in the bank accounts of concerned employee.
- iii. Reporting of accidents: The Contractor shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to the Employer and other local authorities concerned all cases of accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediate all possible aid to the victims of the accidents.
- iv. Workman's Compensation : The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by the Employer in connection there with. Without prejudice to other means of recovery, the Employer shall be entitled to deduct from any money due or to become due to the Contractor under the Contract or any other Contract between the Contractor and the Employer or Employer's Subsidiary Units/Companies, all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto. The Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

- v. The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, Ordinance or other Law or any regulation or bye-Law of any local or other duly constituted authority in relation to the execution of the Work or of any temporary work and by the rules and regulations of all Public Bodies whose property or rights are affected or may be affected in any way by the Work or any temporary work.
- vi. The Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Laws as aforesaid and the rules, regulations or bye-Laws of any local or other duly constituted authority which may be applicable to the Work or to any temporary work and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation or Bye-Law.
- vii. All fossils, coins, articles of value of antiquity and structures and other remains or things of Geological or Archaeological interest discovered on the Site of the work shall, as between the Employer and the Contractor, be deemed to be absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, inform in writing the Employer/Mines Manager of such discovery and carry out, at the expense of the Employer, the disposal, removal or otherwise of the same.
- viii. Except where otherwise specified, the Contractor shall pay all tollage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Work or temporary work or any of them.
- ix. All operations necessary for the execution of the Work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried out so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot paths or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- x. The Contractor shall use every reasonable means to prevent any of the highway and bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-Contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of the Equipment, Machinery and Materials from and to the Site shall be limited as far as reasonably possible so that no unnecessary damage or injury may be occasioned to such highway and bridges. For any damage caused thereby, the Contractor shall be solely responsible.
- xi. On the completion of the Work, all rubbish, debris, spillage, soil, tanks, other materials, surplus items, temporary structures, etc., of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavations filled up and the Site handed over in a tidy and workable conditions. No final payments in settlement of the accounts for the said work shall be due or shall be made to the Contractor till such Site clearance shall have been affected by him.

Such clearance may be made by the Employer at the expense of the Contractor in the event of his failure to comply with this provision within seven (7) days after receiving direction in writing from the Mines Manager to that effect. If it becomes necessary for the Employer to have the Site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances be held liable for any losses or damages to such of the Contractor's property as may be found at Site due to such removal there from. Such removal may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Employer.

- xii. The use or sale of ardent spirits or other intoxicating beverages upon the Work or in any of the buildings, boarding houses, encampments, or other tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and shall comply with these conditions.
- xiii. The Contractor must take sufficient care in moving construction Plant and equipment from one place to another so that they may not cause any damage to the property of the Employer. In the event of his failure to do so, the cost of such damage including eventual loss of working hours in any plant as estimated by the Mines Manager is to be borne by the Contractor.
- xiv. The Contractor shall not, in the performance of Contract Work, in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- xv. The Contract shall be governed by the law for the time being in force in the Republic of India.

13.0 WORK MATERIALS:

- 13.1 **Access to Site:** The Business Head /Engineer and any person authorized by him shall at all times have access to the Works and to the Site and to all workshops and places where work is going on and the Contractor shall afford every assistance to such access.
- 13.2 **Examination of work before covering up:** No work shall be covered up or put out of view without the prior approval of the Mines Manager /his authorized representative. The Contractor shall afford full opportunity for the Mines Manager /his authorized representative to examine and measure any work which is about to be covered up or put out of view. The Contractor shall give due notice to the Mines Manager/his authorized representative whenever any such work/works is/are ready or about to be ready for his examination. The Mines Manager /his authorized representative shall without unreasonable delay, unless he considers it unnecessary and directs the Contractor accordingly, attend for the purpose of examining and measuring such work/works.
- 13.3 **Suspension lasting more than three (3) months:** If the progress of the works or any part thereof is suspended on the written order of the Mines Manager /his authorized representative, the Contractor may, within one (1) month after completion of suspension period of three (3) months, serve a written notice on the Mines Manager requiring permission to proceed with the works or part thereof in regard to which the progress is suspended without any liability thereof on the Employer. If such permission is not granted within fifteen (15) days on receipt of such written notice, the Contractor may serve a second written notice, requesting for mutual discussion about further course of action.

14.0 PRICES:

- 14.1 Price for the Work stipulated in the Contract, shall remain firm and binding during the Contract Period subject to the variations stipulated hereinafter. The Contractor shall perform all his works as envisaged in the Agreement.
- 14.2 The prices quoted in Indian Rupees (both in figures and in words) by the Bidder shall be inclusive of all taxes, duties and levies etc., (excluding GST which shall be reimbursed extra if applicable, at prevailing rates on submission of documentary evidence of such payment to the Government of India) as on the last date of submission of tender or on the last date of submission of Revised Prices, if any, whichever is later.

15.0 GENERAL:

- 15.1 Clearing the Site after completion of contract period of all debris left out, construction materials including micro dressing the area in neat and clean shape.
- 15.2 Considering the progress of the works and in order to meet the Contract Schedule, the Contractor shall carry out the works on round the clock if required, duly complying the statutory and site requirements.
- 15.3 The Bidder has to consider all taxes, duties, levies, etc., (except GST) applicable for executing this Contract and accordingly, shall include the same while quoting the price. The Prices shall be construed as inclusive of such duties or taxes as may be applicable as on the Base Date i.e., last date of submission of tender or last date for submission of Revised Price Bid, if any, whichever is later. Non-inclusion or omission of any taxes, levies, duties, etc., either declared or not declared on the part of the Bidder shall not be a reason for reimbursement of the difference in rates of taxes& duties at a later date.
- 15.4 All procedures required under Statutes, for availing any concessions under relevant tax laws, if any, shall be adhered to by the Contractor.
- 15.5 The Bidder shall note that the prices quoted shall include all the items and scopes listed above.

16.0 RECOVERIES FROM WAGES: The following deductions per workman deployed category-wise shall be made from the bills/ amounts due to the Contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:

Sl. No.	Component / annum	Recovery % per labour				To be released
		Unskilled	Semi-skilled	Skilled	Highly Skilled	
1	Notice pay (30 Days)	@ 9.62%				To the agency after submission of bank guarantee of that deducted amount in every financial year. The validity of the BG period will be 06months more from the end of the contract period. The Agency shall make the payment to the workmen in the presence of Engineer and representative of Personnel department. A certificate to this effect is to be produced by agency to OMDC for releasing BG. The process will continue till the end of the contract.
2	Retrenchment Compensation / Gratuity (15 Days)	@ 4.81%				
3	Earned leave with wages (15 Days)	@ 4.81%				
4	Sick leave with wages (18 days)	@ 5.77%				
5	Holiday wages (10 Days)	@ 3.21%				
6	Bonus	@ 8.33%				

Minimum wages as on 01/04/2020	420	525	629	733	
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Note:

- (i). The above recovery rates are effective from 01/04/2020 (including Living allowance). In case of any statutory revision in Minimum Wages payable to Contract Workmen as notified by the Regional Labour Commissioner (Central), Rourkela from time to time, the above recovery amounts for workman category-wise will be revised by OMDC, and will be notified accordingly.
- (ii). Payment against the above components is to be made to the workmen based on the effective wages of **last drawn pay**
- (iii). The actual amount payable to each workman shall not be less than that in Industrial Disputes Act & Central rules and / or Contract Labour (Regulation & Abolition) Act & Central Rules and payment of Bonus Act (whichever is applicable).

17.0 REMEDIES AND POWERS:

- 17.1 **Termination of Contract by the Employer:** If the Contractor becomes bankrupt or have a receiver's order made against him or presents his petition in bankruptcy or makes an arrangement in favour of his creditors or agrees to carry out the contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Contractor assigns the Contract without the consent in writing of the Employer first obtained or if the supplies under the Contract have been attached under an order of a Court of Law for any default of the Contractor or if the Engineer certifies in writing to the Employer that in his opinion the Contractor:
- a) has abandoned the Contract, or,
 - b) without a reasonable excuse has failed to execute the work with due diligence or expedition, or,
 - c) refuses or neglects to comply with any repeated orders of at least 03 times given to him in writing by the Business Head in connection with the work, or,
 - d) has contravened the provisions in the Contract including timely supply of equipments, Mining, generation of desired output as per the tender specifications, or,
 - e) has failed to remove the materials from the site or to pull down and replace the work within 14 days after receiving from the Mines Manager's written notice that the said materials or work have been condemned and rejected by the Manager, or,
 - f) is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or,
 - g) has to the detriment of good workmanship or in defiance of the Manager's instructions to the contrary sub-contracted or assigned any part of the Contract, or,
 - h) has contravened any Mines safety regulation or environmental regulations or Labour regulations in vogue from time to time, the Employer, after giving fifteen (15) days notice in writing to the Contractor may terminate the Contract at the Risk and Cost of the Contractor. After the expiry of the fifteen (15) days, the Manager shall then enter upon the site and the Works

and expel the Contractor there from, without releasing the Contractor from any of his obligations or liabilities under the Contract and without affecting the rights and powers conferred on the Employer or the Engineer by the Contract.

- 17.2 The termination of the Contract as stated above may be either for whole or part of the Contract at the Employer's option. In the event of the Employer terminating the Contract in the whole or in part, OMDC may engage alternate Contractors on such terms and in such manner as it deems appropriate, to the extent possible to be executed by any other Contractor to get the desired output of targeted quantity. The Contractor shall be liable to pay to the Employer any extra amount incurred or to be incurred by the Employer by engaging alternative Contractors. Such recovery however shall not absolve the Contractor from his obligations under the Contract; to the extent it is not terminated.
- 17.3 **Termination of Contract by the Contractor:** If the Employer commits any act of Insolvency or if the Employer shall be adjudged an insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of his Creditors or shall have an order made against him or pass an effective resolution of winding up either compulsory or subject to the supervision of the court or voluntarily or if the official assignee of the Employer shall repudiate the Contract or if the official assignee or the liquidator in any such winding up shall be unable within 14 days after notice to him requiring him to do to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due and to become due there under and if the work be stopped for three months or more at a stretch under the order of the Engineer or by an injunction or other order of any court of law for reasons not attributable to the Contractor then and in any of the said cases the Contractor subject to provision contained in Clause No. 13.3 hereof shall be at liberty to determine the Contract by notice in writing to the Employer through the Engineer/Mines Manager/Business Head and he shall be entitled to recover from the Employer payment for all the finished products (sized Iron Ore) as per the Tender/Contract/Agreement/LOA/Work Order.

In arriving at the amount of such payment, the rates contained in the Contract shall be followed. Provided always the Employer shall not be liable for payment of any claims or losses arising on account of suspension or stoppage of work under force majeure circumstances beyond the sum payable for the work already executed. No payment will be made whatsoever towards cost of any Equipment & Machineries etc., thereof, which will be the property of the Contractor.

18.0 FORCE MAJEURE:

- 18.1 If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strike, lock-out, restriction of electrical power, judicial pronouncements, Statutory Notifications/Orders, any order from Statutory Authority or Indian Railways preventing /restricting the mining, production & dispatch of minerals and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified by Competent Authority in case Events occur in India is given by either party to the other within twenty-one (21) days from the date of occurrence thereof, the Employer shall have the right by reason of such Events to terminate the Contract without however, affecting the right to any

claim for damages on the Contractor in respect of such non-performance or delay in performance. However, in the event of the Employer having agreed, the generation of finished products under the Contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least four (4) months and the Employer not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of two (2) months from the expiry of four (4) months referred to above, the Contract shall be deemed to have expired at the end of the six (6) months starting from the date of commencement of Force Majeure date. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

No payment will be made whatsoever towards cost of any Equipment, Machineries etc., thereof, which will be the property of the Contractor.

- 18.2 The above mentioned force majeure Events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangements etc.
- 18.3 The above mentioned force majeure Events shall not also include similar events happening in the works of the sub-Contractors / suppliers etc., of the Contractor.
- 18.4 The Contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the Company shall be sole judge.

19.0 RIGHTS OF EMPLOYER TO VARY AND/OR ALTER THE SCOPE OF THE CONTRACT:

- 19.1 The Employer shall have right to vary and/or alter the extent, scope and/or technical parameters of the Work, provided that such variations and/or alterations fall within the general scope of Work and the Contractor shall be bound thereby.
- 19.2 Any amount to be allowed in respect of such variations and/or alterations effected by the Employer under this Clause shall be added to or deducted from the Contract Price as the case may be. The Employer may call for documents, vouchers, analysis, etc. of such works and the Contractor shall forthwith furnish the same to fix up the value of such works which shall be mutually agreed upon.
- 19.3 The Employer may at any time temporarily stop the Work under the Contract or any part thereof by notice in writing to the Contractor. All Work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the Employer and the Contractor.
- 19.4 The Employer will not pay the Contractor for any work done during the period of such temporary stoppage and the Employer will not be liable to the Contractor for any damages or loss caused by such stoppage.

20.0 LIMITATION OF LIABILITY / INDIRECT CONSEQUENTIAL DAMAGES

The Contractor shall not be liable for any indirect consequential losses and

The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total consideration arrived at by multiplying the contracted item rate/rates with the volume of finished products generated (as per the specifications given in the tender price document) which will be restricted to total Contract Price, with applicable price variation,

if applicable as per Clause No.14 of SCC.

However, in cases of criminal negligence or willful misconduct, limitation of liability mentioned above shall not apply and the entire liability shall be borne by the defaulting party and it shall include consequential losses.

21.0 SETTLEMENT OF DISPUTES & ARBITRATION:

21.1 **Disputes to be finally determined by the Engineer/Mines Manager/Business Head:** In case of any difference of opinion with respect to the decisions, opinions, directions, order, certificates or valuation of the matters or any part of the matters under the Contract, the matter should be mutually settled and the decision of Business Head will be final. However, if the decision is not acceptable to the Contractor, this may be settled through Arbitration with the approval of Managing Director of OMDC.

21.2 **Settlement of Disputes by Arbitration:** If any dispute is not settled amicably between the Contractor and Business Head of OMDC as per Clause No. 21.1 hereof, then, all such disputes and differences whatsoever arising between the parties out of or relating to the Contract, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration. Each party shall appoint its arbitrator; the two arbitrators so appointed shall appoint the third arbitrator who shall be the presiding Arbitrator. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties.

The further progress of any work under the Contract shall unless otherwise directed by the Engineer /Mines Manager / Business Head Continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during the Arbitration proceedings.

Provided further that no reference to Arbitration whether the Final Bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the Contract.

No Interest shall be awarded by the Arbitrator in any arbitration proceedings.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the arbitrator give specific award in respect of costs then it would prevail.

The Arbitration bench shall make a reasoned award.

The venue of Arbitration shall be at OMDC, Cuttack, Odisha, India.

In case the Contractor is Government of India Undertaking or any Government Department, dispute between the Contractor and the Employer in respect of this Contract shall be settled in accordance with the procedure laid down from time to time by Department of Public Enterprises (DPE)/Government of India.

22.0 NON-WAIVAL OF DEFAULTS:

22.1 Failure of the Employer to insist upon strict performance of any terms and conditions of the Contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any rights for any subsequent default under the terms and conditions of the Contract. No right or remedy of the Employer will be exclusive of any other right or remedy and Employer will have all rights and remedies given under

the Contract and in law or by statute in force and amendments thereto. The execution by the Contractor or receiving of or payment by the Employer for the job under this Contract will not be deemed a waiver of any rights for any prior failure by the Contractor to comply with any of the provisions of the Contract.

23.0 RISK & COST:

In the event of failure to fulfill the contractual obligations as per Work Order/Agreement /Contract, the Company reserves the right to make the contractual obligations carried out by alternative arrangement at the sole Risk and Cost of the Contractor and the Company shall recover from the Contractor any additional cost involved therein or losses suffered due to the fault or negligence of the Contractor. The Security Deposit amounts of the Contractor shall be liable to be forfeited in case of failure to execute/complete the job as per Contract Agreement/contractual terms & conditions within Contract period or within such extended period approved by the management.

(Note: Submission of any forged /fake document(s) will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the Contractor if awarded and forfeiture of EMD / Security Deposit).
