



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

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**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR DEVELOPMENT, DRILLING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE OF ROM DOLOMITE/ROM LIMESTONE ORE PER MONTH TO FEED THE DEPARTMENTAL CRUSHER NO-1&2 WITHIN A RADIUS OF 3 KM AT KAPLAS AREA OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, ODISHA**

**Issued by:**

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**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-SUNDERGARH, ODISHA-770033 REGD. OFFICE:  
SOURAV ABASAN, 2<sup>ND</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091**

## **SPECIAL CONDITIONS OF CONTRACT**

### **TECHNO-COMMERCIAL (PART-I)**

**TENDER NOTICE NO: BSLC/MINING/2017-18/JOB NO. 11 DATED:- 19 /02 /2018**

#### **1. SCOPE OF WORK:**

##### **(A). Mining:-**

a) Development of mines of at least 24,000 cu.m or 36,000 MT per annum including removal of overburden, inter-burden, side-burden and rejects from the periphery of work faces shall be dumped in the dumping zone within a radius of 04 km at the cost of the tenderer. The quantity of above development work should be as directed by Manager (Mines) and proper records like weighment challans issued by weighbridge of BSLC shall be maintained for verification. The agency shall be responsible for proper dump management as per statutory guidelines

b) 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/Site Engineer or his authorized representative.

c) Excavation and sizing of Dolomite/Limestone boulder of 350 mm. size of quantity 20,000 MT. per month in specified area marked by BSLC authorities. The quantity as mentioned in the tender is only indicative in nature.

d) If required, the Tenderer may be asked to increase the capacity up to 20% at the existing rate, terms and conditions within the contract period with prior intimation of 30 days. Accordingly, the Contractor may be asked to mobilise resources from the date of such intimation. However, no extra payment will be entertained against such mobilisation of resources towards enhancement of production. In case the contractor is asked to increase the production capacity beyond 20%, the rate will be finalized mutually.

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 up to 350 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 Dolomite/ ROM Limestone Ore (**350 mm**) size duly certified by the Mines Manager/ Site Engineer or his authorized representative from mines & transporting to Departmental crusher/crushers 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/ Site Engineer or his authorized representative on regular basis. Tenderer has to weighment through existing 20 MT weigh bridge. 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 three km. radius volumetric measurement may be taken for the quantity certification.
- g) Before deployment of transport 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 service roads and maintain from pit-heads to the different sites at his own cost.
- j) The agency shall be responsible for de-watering of water logged quarries in the mining areas.
- k) 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.
- l) 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 arrangement for diverting such water when such exigencies arise and as directed by Mines Manager/Engineer or his authorised representative. Mines area shall be supported with suitable sump 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 authorised representative.

- 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 Engineer /Manager (Mines) 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 improper size 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 Specification as given below) will be recovered from the bills of the Contractor.

**(B). SPECIFICATIONS OF PRODUCTS:-**

**Physical Specification:**

| <b>Sl No.</b> | <b>Sizes</b>                | <b>Nomenclature</b>        |
|---------------|-----------------------------|----------------------------|
| 1             | Maximum <b>350 mm</b> size. | Dolomite/Limestone Boulder |

**Chemical Specification**

**Dolomite:-** MgO -19% (Minimum), SiO<sub>2</sub>- 5% (Maximum)

**Limestone:-** CaO -44%(Minimum), SiO<sub>2</sub>- 6.00%(Maximum), MgO -4.5%(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.

**(C) 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    |
|----------------------|-------------------------|--------------------------|------------------|
| Kaplas area          | 20,000 MT               | Crusher no.- 1&2         | 3 km<br>One side |

The proposed Mining area will be the earmarked area of operation shall be shown by the Engineer/ Manager (Mines). The mining operation shall be done as per the Mining Plan /Scheme of Mining approved by IBM. The production of ROM Ore should confirm physical & chemical specification as specified in the tender document and certified by Manager (G) or quality control cell.

**D) 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.

**2. PERIOD OF CONTRACT:**

The period of Contract will be up to 31/03/2020 from the date of FAX LOA, which may be extended on sole discretion of BSLC on the same terms and conditions. The rate during such extended period will be lower of the existing rate (adjusted after price variation) or quoted rate from the lowest bidder for the next Contract for the said work.

**3. METHOD OF SAMPLING & ANALYSIS:**

For Dolomite/Limestone finished products, 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.

**4. 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. He will be deemed to have quoted for the incidence of extra cost, if any, due to such site conditions and other factors, if any.

The Company 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 any other contractor(s).

## **5. DEPLOYMENT OF EQUIPMENT:**

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

| Sl. No. | Items                                     | Minimum Equipment of total capacity to be deployed by each Tenderer |
|---------|---|---|
| I.      | Excavator                                 | 0.9 m <sup>3</sup>  |
| II.     | Rock Breaker                              | 50 TPH  |
| III.    | Dumpers                                   | 50 MT   |
| IV.     | Integrated Crawler Drill / Dth 100 Mm Dia | 10 mtr/hr   |

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

5.3 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.

## **6. 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. 350 mm size Dolomite/ Limestone boulder lifted from mines to Dept. Crusher no -1&2, , which will be weighed generally at BSLC Weighbridge. In case of breakdown of weighbridge weightment shall be done at any other nearby weighbridge of BSLC within 4 KM. radius.

- 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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(s) 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.

**7. ELIGIBILITY CRITERIA:As per Annexure-I of DNIT**

**8. EVALUATION OF THE BIDS:**

**8.1 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.

## **8.2 PART-2: PRICE BID**

- a) The Price Bid of Techno commercially Qualified Tenderers only shall be evaluated on the basis of Lowest (L1) Rate quoted against the job. **The L-1 bidder for Limestone will be evaluated on lowest weighted average rate as per the formula**

$$(B*24,000 + A*2,40,000) / (36,000+2,40,000)$$

A: Composite rate per MT of finished product (ROM) of 350 mm size lifted from mines to dept. crusher.

B: Removal of overburden for development of mines in Bank Cu.m

- b) 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 rate i.e., Lowest Rate quoted by any Contractor shall be ranked as L-1.
- c) **The L-I rate for dolomite production at Kaplas will be evaluated by reducing Rs 16/- from the L-I rate for Limestone production calculated above.**
- d) The rate of removal of over burden in both the cases will remain unchanged.

e) 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.

## 9. **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:

| Sl No | Particulars   | Milestone                              | Penalty   |
|-------|---|--|---|
| 1     | Signing of Agreement  | Within 30 Days of Issuance of Fax LOA  | . Forfeiture of EMD as per clause No 2.3 of ITT of GCC  |
| 2     | Commencement of Work  | Within 30 Days of issuance of Fax LOA  | Forfeiture of EMD as per clause No 2.3 of ITT of GCC  |
| 3     | Production of targeted finished product i.e ROM of 350mm size of quantity 2,40,000 MT per annum | Financial year/ part of financial year | 15% of Contract rate of Finished Products per ton of shortfall quantity calculated on financial yearly basis or part thereof for such shortfall quantity. |
| 4     | Achievement of physical 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   |

Note:

For the 1<sup>st</sup> 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 31<sup>st</sup> March and from 1<sup>st</sup> 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.

## **10. PRICE VARIATION (ESCALATION/DE-ESCALATION)**

A. 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.

### **I) For Diesel:-**

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

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

**0.20 = Diesel component in the awarded job**

Pr=Revised rate of diesel on the 1<sup>st</sup> day of the Month.

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

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

### **II) 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 :

$$V = 0.10 \times \frac{W \times (Xr - Xo)}{Xo}$$

**WHERE:**

Where **V**= Escalation/de-escalation in awarded Rate per unit of measurement 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 1<sup>st</sup> 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(as on 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: The labour component factor will be the lowest of 0.10 or actual wages payment.**

**B. EXPLOSIVE:** - Explosive will be supplied free of cost by BSLC

**11.0 EFFECTIVE DATE:**

**a) Revision on a/c of Minimum Wages Rate :** - 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.

**b) Revision on a/c of Diesel Rate:** - If the diesel rate is revised on the first day of a month, escalation/de-escalation effect shall be given for the whole month; otherwise, effect will be given from the following month. High Speed Diesel (HSD) Price at nearest outlet at Birmitrapur, duly certified by Oil Marketing Companies / Authorised Agencies / Authorised Dealers will be considered in this regard.

**12.REGISTERS & FORMS-** The Contactor shall maintain the following Forms as may be in force from time to time in bound registers required under the statue:-

a) Form B Register of Employment.

b) Form D Register 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.

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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 B, the same should be reported forthwith to the Mines Manager. No name of persons should be added in Form-B 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-B 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.

13. **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.

14. **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.

#### **15 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.

#### **16. 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:

| <b>Sl. No.</b> | <b>Job / Area</b>                                    | <b>Violation</b>                       | <b>Penalty</b>  |
|----------------|--|--|---|
| a              | Working at height without safety belts & height pass | a) After 3 repeated violations         | Rs. 10,000/-  |
| b              | Electrical fittings                                  | a) -do-                                | Rs. 10,000/-  |
| c              | Non-use of vital safety appliances                   | a) -do-<br>b) For any serious accident | a)Rs. 10,000/-<br>b)Rs. 20,000/-                                  |
| d              | Improper slopping, shuttering over - hangs           | a) -do<br>b) -do-                      | a)Rs. 10,000/-<br>b)Rs. 20,000/-                                  |
| e              | Uses of improper tools / tackles                     | a) -do<br>b) -do-                      | a)Rs. 5,000/-<br>b)Rs. 10,000/-                                   |
| f              | 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.



## **17. MISCELLANEOUS:**

- 17.1 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.
- 17.2 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.
- 17.3 The contractor shall not allow any visitors on the work site without the Permission of the employer / Manager/Engineer.
- 17.4 **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.

## **18.0 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.

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