



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

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SPECIAL CONDITIONS OF CONTRACT
FOR

Excavation, Transporting of 30,000 tonne of Reject Limestone Ore per month and to crush the same by installing a mobile crushing & screening plant including supply of equipment on BOOM i.e., (Build, Own, Operate and Maintain) basis to get finished products of different sizes at The Bisra Stone Lime Company Limited, Biritrapur, Dist.-Sundergarh-770 033, Odisha.

Issued by:

The Bisra Stone Lime Co. Ltd.

INDEX OF SCC

SL NO	PARTICULARS	PAGE NO
1	Scope of Work	3-10
2	Period of Contract	10
3	Method of Sampling	10
4	Local conditions	11
5	Deployment of equipment	11
6	Norms of measurement , terms of payment & settlement of bills	11-13
7	Eligibility Criteria	13
8	Evaluation of the Bids	13-14
9	Penalty	14-15
10	Price Variation	15-16
11	Effective Date	17
12	Registers & Forms	17
13	Environmental or Forest Laws	17
14	Security Deposit	17-18
15	Operating authority	19
16	Safety	19
17	Miscellaneous	20
18	Contract document	20

THE BISRA STONE LIME COMPANY LIMITED

[A GOVT. OF INDIA ENTERPRISES]

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

REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II,

SALT LAKE CITY, KOLKATA-700 091

SPECIAL CONDITIONS OF CONTRACT

TECHNO-COMMERCIAL (PART-I)

TENDER NOTICE NO:BSLC/MINING/2016-17/JOB NO.04 DATED-07/04/2016

1. SCOPE OF WORK:

(A). Mining:- BSLC has about 7.2 million tonnes of rejected limestone (minor mineral) lying as dump (**including soil & spoil**) in different locations within Mining Lease area of the company.

- a) Excavation and transporting of reject Limestone boulder of sufficient quantity in specified dump area marked by BSLC to achieve the targeted production of 30000 MT per month.
- b) If required, the Tenderer may be asked to increase the capacity upto 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 and complete the work within 30 days 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.
- c) Lifting of the accepted quality of Reject Limestone Ore duly certified by the Engineer / Mines Manager or his authorized representative from mines & transporting the same with the help of dumper/tipper to crusher/crushers.
- d) Before deployment of transport dumper / tipper in the mine, contractor shall get the dumper/ tipper 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 Engineer / Mines Manager.
- e) 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.

- f) The Contractor has to make service roads and maintain from pit-heads to the different sites at his own cost.
- g) Rain water, water from surface depressions and shallow nallas 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.
- h) **Watching and Lighting:** The Contractor shall in connection with the mining and allied activities and during erection, testing, commissioning and operation of the crushing & screening plant(s) for generation of outputs will provide and maintain 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/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.

(B). Crushing & Screening:-

- a) The job is to be done through mechanized means by installing a mobile Crushing & Screening unit at his own cost during the tenure of the contract. The successful tenderer has to mobilize his resources to start production of Reject Limestone as per the time frame mentioned in the LOA. For this, the Employer will hand over the site to the contractor within 7 days of issuance of Fax LOA subject to deposit of Initial Security Deposit (ISD). The crushing and screening unit shall be installed at a suitable location within a radius of 2.00 km from the designated mining area of BSLC. The successful tenderer shall be given a maximum of 15 days time to install and commission the Crushing & Screening units from the date of issuance of FAX LOA and commence production. In case the successful tenderer fails to commission the crusher plant/plants and commence production within the specified period, the employer reserves the right to cancel the contract and forfeit the Security Deposit.
- b) Installation of a Crushing and Screening Plant(s) (Mobile) along with Secondary/Tertiary Crushing & Screening arrangement run by **diesel** having minimum capacity of 30000MT per month **size up to 400 mm** on BOOM i.e., (Build, Own, Operate and Maintain) basis to get the finished products of chemical and physical specifications **STRICTLY** as mentioned in the Tender Document.

- c) The mobile crusher shall have such arrangement to separate the soil & spoil before crushing so that soil & spoil will not be mixed with calibrated material. Spillage generated during crushing from the crusher has to be cleared, shifted and dumped at earmarked places by the agency **within 02 km.**
- d) The crusher & screening plants should be designed in such a way that there is neither any overlapping of finished products and mix-up of products to avoid frequent shifting of finished materials. Arrangement be made in such a fashion for shifting of the finished material that the crusher site is clean and is always ready for further generation without any interruption by his own arrangements.
- e) Agency shall keep records (Challans) of Finished Products lifted from his crusher through weighbridge for road or rail dispatch for ultimate sale to customers 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 salable finished material for dispatch to intimate customers.
- f) The tenderer shall make own arrangement for installation of required Dry Fog System for dust suppression at crusher points and Water Sprinkler at crusher premises, mines area & haul roads & working site on regular basis, at his own cost.
- g) The tenderer shall make own arrangement to provide sufficient light at crusher plants & periphery areas as per standard, at his own cost.
- h) The tenderer shall make own security arrangement for safety and security of his men, machineries & equipments, at his own cost.
- i) The tenderer shall make own arrangement for Insurance of men and machines engaged by him.
- j) The analysis results of samples drawn at the respective locations of BSLC / end-users /Customers shall be final and binding on the contractor. Any deductions made by the respective customers of BSLC on account of variation in quality (Chemical Specification) and Size (Physical Specification) will be recovered from the bills of the Contractor.

(C). SPECIFICATIONS OF PRODUCTS:-

a.)Chemical Specification-

The quality of crushed rejected Limestone should be

- i. CaO = below 35%
- ii SiO₂ = above 18%
- iii. MgO = above 4%

b.)Physical specification:

Sizes: - The products shall be of the following sizes:

Sl No.	Product Sizes	Nomenclature
1	0-3mm	Rejected Limestone Fines
2	3-6mm	Rejected Limestone chips
3	6-10mm	Rejected Limestone chips
4	10-20mm	Rejected Limestone chips
5	20-40mm	Rejected Limestone metal
6	20-60mm	Rejected limestone Railway Ballast

NB:

1. Product Sl. No.1,2,3,4 & 5 are regular products but Provision must be there in the Crushing & Screening plant to produce one additional product (size) Sl. No.6 (20-60mm size Railway ballast) as per market demand. In this condition 20-40mm size production will be removed from the plant.

2. Payment will be released against actual lifting of finished product as mentioned above.

3. No payment will be released for the finished products which do not meet the required specifications (both Physical & Chemical) as mentioned above.

4. Contractor will keep proper records of input as well as with output for reconciliation of Ores.

D) AREAS OF OPERATION:

The proposed earmarked area of operation shall be shown by the Engineer/ Manager (Mines) time to time.

E) 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 initially for 36 (Thirty Six) months from the date of FAX LOA, which may be extended for twelve(12) months or part thereof on satisfactory performance and on sole discretion of BSLC on the same terms and conditions, and the contractor agreeing to execute the same work during such extended period. The rate during such extended period will be lower of the existing rate (adjusted after price variation) or quoted rate from the lowest bidder in case BSLC receives quotation through open mode of tender for the said work.

3. METHOD OF SAMPLING & ANALYSIS:

For Rejected Limestone finished products, the quality analysis report (Physical and Chemical) conducted by BSLC / approved third party or the end-user will be final and binding and 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:

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Sl. No	Items	Capacity
I.	Excavator	1.8 m ³
II.	Dumpers	60 MT
III.	Water Sprinkler	12 KL
IV.	Crusher	200 TPH

5.2 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/pay loaders/drill/compressor/vehicles / crushers 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 lifted from Crusher, which will be weighed generally at Munipahar Weighbridge of BSLC for Rail Dispatch and at General Office (GO) Weighbridge of BSLC for Road Dispatch. In case of breakdown of BSLC weighbridges, weighment shall be done at any other nearby weighbridge of BSLC or Government approved weighbridge.
- b) “On Account Bill” Payments: The Contractor shall submit to the Engineer/Manager(Mines) at the end of each month an “On Account Bill” showing the value of the job done up to the end of the month, accompanied by supporting documents like invoices and statement showing date-wise lifting particulars.

- c) Payment in terms of the Contract shall be due and payable by the Employer on the thirtieth (30th) day of receipt of each "On Account Bill" supported with all the requisite documents as per the Appendix-12. However, no interest shall be paid for any delay in payment of "On-Account-Bills."
- d) Payment shall be made through Electronic Payment Mode only 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 meant for sale, after recovery of Security Deposit @ 5% of the bill value (till Security Deposit reaches Rs. 3.00 Crore after adjustment of Initial Security Deposit) during a month through e-payment to the Contractor on the thirtieth (30th) day on receipt of Invoice along with relevant documents complete in all respects as mentioned in the Clause No.20.0 duly certified by Engineer/ Manager (Mines) & duly approved by Business Head 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 & chemical specifications lifted from the Crusher(s) through Weighbridge which is meant for sale to the ultimate customer/customers. No payment will be made for the products generated which are not saleable during the contract period and dumped in earmarked places, if any.
- 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 Crusher.

- ii) Certified Transit Pass copy in case of dispatch by Road duly certified by Commercial Department of BSLC along with Lorry Receipts.
 - iii) Certified copies of paid Wage Sheet & paid PF Challan along with valid Workmen Accidental Insurance Policy of Rs. 5 Lakh each duly certified by Manager (Personnel).
 - iv) Copy of Service Tax paid Challan duly certified by Finance Department and P.F. Challans duly certified by Personnel Department.
 - v) 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) who will check & certify the same and forward to Business Head for approval and subsequent payment by the Finance Department.
- l) Payment will be made by Finance Department after deduction of TDS, Security Deposit & Penalties, etc., if any, as approved by The Business Head.
- m) Service Tax, 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 by Finance Department 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 fulfills 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 Technically Qualified Tenderers only shall be evaluated in the light of Rate quoted by the Tenderer and the

tender will be evaluated on the basis of Lowest (L₁) Rate quoted against the job.

- b) The tenderer shall quote for the entire tendered quantity as per Scope of Work. The tenderer shall be ranked L-1, L-2 on the basis of quoted rate i.e., Lowest Rate quoted by any Contractor shall be ranked as L-1.
- c) 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
i	Signing of the Agreement	Within 15 days of issuance of FAX LOA	Forfeiture of EMD as per Clause No 2.3 of ITT of GCC
ii	Commissioning of crushing & screening plants	Within 15 days of issuance of FAX LOA	Rs 1,00,000 per day of delay beyond 15 days from the date of issuance of FAX LOA.
iii	Achievement of targeted finished products of 90,000 MT in each quarter during a financial year or part thereof on pro-rata basis .	Per quarter	15% of Contract rate per ton of shortfall quantity calculated on yearly basis for such shortfall quantity
iv	Achievement of physical & chemical specifications	Monthly	To be recovered as per the deductions made by the customers
v	Compliance of safety parameters	Monthly	As per Clause No. 14.6 of GCC and Clause No. 20 of SCC of Tender

			Document.
vi	Compliance of Environment Parameters	Monthly	To be recovered as per the demand made by the Statutory Authorities
vii	Compliance of filing statutory returns and making statutory payments	Monthly	To be recovered as per the demand made by the Statutory Authorities

- b) If BSLC fails to lift the Finished Products meant for sale from Crusher Stock earmarked for despatch to the Railway Siding or to supply to the ultimate customer by road, 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.
- c) Stock position at crusher point 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 products.
- d) The Contractor will have no claim on the Rejected products generated during execution and/ crushing.

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

- a) Escalation/de-escalation will be given on account of change 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 during the period under consideration.

0.20 = Diesel component in the awarded job

Pr = Revised Rate of Diesel.

Pb = Rate of Diesel on Base Date (as on date of opening of tender).

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), Rourkela Escalation shall be paid as per the following formula:

$$V = 0.10 \times W \times \frac{(X_r - X_o)}{X_o}$$

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 for the period for which variation is applicable.

X_r = Revised Weighted Average minimum wages for the period for which variation is applicable (for Unskilled, Semi-skilled, and Skilled categories of Workers) based on the minimum wages as notified by the Regional Labour Commissioner (Central), Rourkela.

X_o = Existing (as on the date of opening of tender) Weighted Average of existing minimum wages (for unskilled, semi skilled and skilled categories of workers and which is based on the Minimum Wages notified by Regional Labour Commissioner (Central), Rourkela.

11.0. EFFECTIVE DATE:

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

b) Revision on a/c of Diesel: - 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. The Contactor shall maintain the following Forms as may be in force from time to time in bound registers required under the statute:-

- a) Form 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.

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. 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. 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.
- 15. 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.

- 16 In case of the termination of the Contract by the Contractor, the company shall have right to forfeit the Security Deposit.
- 17 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.
- 18 The EMD provided by the tenderers along with the tender documents will be returned to the unsuccessful tenderers within 30 (thirty) days from the date of opening of the bids.No interest on the Earnest Money Deposit however will be payable.

19 **OPERATING AUTHORITY:**

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

20. SAFETY:

In addition to the points mentioned in clause no 14.6 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. The contractor shall also ensure that all the workers employed by him for the above purpose must undergo **Initial Medical Examination** by a doctor trained in OHS.
- h) For violation of Safety Rules etc following would be the penalties imposed on the contractor:

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

21 MISCELLANEOUS:

21.1 The contractor shall produce the tippers for inspection at the company's premises on demand after issuance of LOA but before start of work and also on demand during course of operation to the Mines Manager or his representative. All the tippers / dumpers shall be fitted with DGMS approved type of audio-visual alarm system, blind spot mirrors, proximity sensor device etc. If tippers are found unfit after such inspection, the Contractor shall immediately replace the tippers.

21.2 The Contractor will be required to keep an Order Book at the site of work. Any special order and instruction to be issued to the Contractor will be recorded in this book by the Mines Manager or his authorized representative. This book will always be kept at the site of the work.

21.3 The contractor shall not allow any visitors on the work site without the Permission of the employer / Manager/Engineer.

21.4 **Extraordinary Traffic** The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being subjected to extraordinary traffic of the contractor in particular or shall select routes and use vehicles and restrict and distribute loads that any such extra-ordinary traffic as will inevitably arise from the moving of materials from and to the site, shall be limited so far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

22.0 **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.
