

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

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**SPECIAL CONDITIONS OF CONTRACT**  
**FOR**

**“Providing Security Services at OMDC, Barbil.”**

**Tender Notice No.: OMD/Mines/Pers./054 /2025-26**

**Date.03-01-2026**

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**SPECIAL CONDITIONS OF CONTRACT**

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**1.Scope of work**

The engaged agency is responsible for safety and security of the company's assets around the deployment area. Location, strength and time of deployment are as follows.

Sl. No.	Locations of Post	Category	A Shift 06AM To 02PM	B Shift 02PM To 10PM	C Shift 10PM to 06AM	Gen, Shift 9AM to 1:30PM & 1:30PM to 5 PM	Total
<b>Thakurani</b>							
01	Bagiaburu Loading Point	Skill	01	01	00	00	02
02	Bagiaburu Mines Gate	Skill/Hi-Skill	02	02	02	01(Sup)	07
03	Bagiaburu Weigh bridge	Skill	01	01	01	00	03
04	Sponge Iron Plant	Skill	02	03	03	00	08
05	BH Chamber	Skill	00	00	00	01	01
06	General Office	Skill	01	01	01	00	03
07	Workshop & Store	Skill	01	02	02	00	05
08	Jagannath Colony	Skill	01	01	01	00	03
09	Medical	Skill	00	00	01	00	01
10	Pump House -I	Skill	00	00	01	00	01
11	Pump House -II & VTC		00	00	01	00	01
12	Colony out Gate	Skill	01	01	02	00	04
13	Director Bungalow	Skill	01	01	01	00	03
14	Nalda Colony	Skill	00	00	00	01	01
15	Patrolling	Skill/Hi-skill	00	01+1 Sup	01+1 Sup	00	04
16	Reliever (6:1)	Skill					08
17	Supervisor	Hi-skill				01(Sup)	01
<b>Total</b>			<b>11</b>	<b>15</b>	<b>18</b>	<b>04</b>	<b>56</b>
<b>Bhadrasahi (Roida)</b>							
01	North Gate-I	Skill	01	02	02	00	05
02	North Gate-II (W, bridge)	Skill	01	02	02	00	05
03	Keth Hutting Gate	Skill	01	01	02	00	04
04	Patrolling	Skill	00	00	01+01A G	02AG	04
05	South Gate	Skill	01	01	01	00	03
06	Main Check Gate	Skill	01	01	02	00	04
07	Office & Joplinzig	Skill	00	00	02	01	03
08	New Weigh Bridge	Skill	01	01	02	00	04
09	Reliever (6:1)	Skill					06
10	Supervisor	Hi-skill				01	01
<b>Total</b>			<b>6</b>	<b>8</b>	<b>15</b>	<b>04</b>	<b>39</b>
<b>Note-Supervisor(Sup) and Armed Guard (AG) are Highly Skilled Category</b>							
<b>GRAND TOTAL(56+39) = 95</b>							

The above deployment strength and time are indicative which can be changed/ reshuffled as per requirement. Accordingly deletion or addition payment will be made as per tender. In this regard, decision of Business Head will be final and binding.

1.1. The contractor/agency must get them fully acquainted with the location and importance of

deployment of the post before submission of Tender. The contractor/agency shall provide safety and security to the properties at OMDC as mentioned in above table.

**1.2. Duties and responsibilities of security personnel**

- a) Prevention of theft of Company's properties in the deployment area.
- b) Checking in-coming and out-going materials and vehicles at different security gates.
- c) Protection of Company's properties from sabotage and damage.
- d) Checking of Gate passes and tokens.
- e) Prevent unauthorized entries, photography and video graph in the deployment area.
- f) Assisting Management and Police in maintaining law and order in the deployment area.
- g) Assisting Management to deal with natural calamities, pandemic situation and other emergent situation.
- h) Reporting of irregularities occurring against the interest of company to the management.
- i) Monitoring and report about the necessary lighting arrangement of different areas.
- J) Patrolling and protecting all boundary wall/fencing, open area around deployment Area.
- k) Any other duties as may be assigned by the Management from time to time.

1.3. The agency shall provide necessary uniforms, ammunitions and other equipment needed for such deployment of security personnel. The uniform shall consist of full pants & half sleeve shirt, cap, and lanyard with whistle, belt, shoes, badges, name plates, torch lights, lathi, rain coat, etc.

1.4. The agency should ensure that the security personnel do not divulge any secret of the company or indulge in any activity which is prejudicial in the interest of OMDC. They shall not become members of any recognized/ Un- recognized Unions/ Political parties etc. and not to take part in any activities like strikes etc.

1.5. The agency shall engaged his own representative at his own cost to look after the day to day work and he shall be report to authorized officer of OMDC and submit daily report every day to the concerned officer.

1.6. Contract Period:-The contract shall be for a period of 1(one) year and may be extended up to another year as per sole discretion of OMDC subject to satisfactory performance of the agency. However, OMDC reserve the right to curtail the contract suitably on its discretion.

1.7. Date of commencement of job: -Date of commencement is to be mentioned in work order (Tentatively from 16-02-2026).

**2. Contract Period:-**

The contract shall be for a period of 1(one) year and may be extended up to another year as per sole discretion of OMDC subject to satisfactory performance of the agency. However, OMDC reserve the right to curtail the contract suitably on its discretion.

**3. Local Conditions:**

3.1 It is presumed that the Bidders have examined the conditions of the mines in general and the area where job is to be carried out in particular and have studied the condition themselves. The contractor is advised to visit the site(s)in order to ascertain local conditions, traffic restriction, labour strength, wage structure and all other factors likely to affect the rate to be quoted by him against the tender. He will be deemed to have quoted for the incidence of extra cost, if any, due to such site conditions and other factors.

3.2 The company shall not entertain any complaints regarding bad working conditions after award of contract.

3.3 Any data given by the Employer/Department are indicative and the Employer is not liable for any claim for any deviation from any data made available in the tender document.

**4. Area Of Operation:**

At different work places of Bagiaburu, Thakurani, Bhadrasahi, Belkundi Mines of OMDC. The bidders are advised to visit the site to acquaint themselves with the working

conditions before submitting the Tender document. The OMDC will provide the concerned official for showing the location of workplace.

**5. Date of commencement of job:**

Date of commencement is to be mentioned in work order (Tentatively from 16-02-2026).

**6. Award of Contract:**

The Company may award the work to the L-I bidder. Acceptance of the tender will be intimated to the successful bidder through a L.O.I. (Letter of intent)/Work order. The contractor shall then be required to execute an agreement within 07 days failure on the part of agency to sign the agreement within 07 days, the amount of earnest money shall be forfeited and the acceptance of the tender shall be considered as withdrawn. OMDC reserves the right to accept or reject the tender without assigning any reason thereof.

**7. Submission of bills:**

The agency will submit in triplicate monthly bills completed in all aspects to the Business Head along with following documents:

- 7.1. Attendance record of the workmen deployed by the agency for the relevant month.
- 7.2. The wages sheet of workmen deployed by the agency for the relevant month.
- 7.3. Bank statement for crediting the net wages amount to the individual bank accounts of the workmen duly certified by the concerned Bank.
- 7.4. PF Deposit Challan , ECR & Payment confirmation copy of the relevant month.
- 7.5. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance).

**8. Payment Terms with the Agency:**

- 8.1. The agency shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. Payment on monthly basis will be made through RTGS/ NEFT.
- 8.2 The monthly payment to the agency will be on the basis of monthly attendance record of the deployed workmen, as per the applicable wage rates and percentage of quoted profit margin by the agency in the price bid.
- 8.3 The bill along with the attendance sheet, wage sheet, EPF challan, GST, etc will be verified by the executive designated as Security In-charge and forwarded to Head of Finance department for due deduction as per terms of work order or statutory requirement as per contract.
- 8.4. Head of finance department will consider the payment after approval of Business Head.

**Note: Change of Category of Workmen / Fringe Benefit / Minimum wage:-**In case of change of category of the respective workmen / Fringe benefit/ Minimum wage as notified by the appropriate Govt. Authority during the contract period, the contractor shall be liable to pay the same to his workmen and OMDC shall reimburse it to the contractor or recover from him.

**9. Disbursement of wages by the agency to the workmen**

- 9.1. Irrespective of the release of payment by OMDC, the agency shall have to disburse the wages/ payment to his workmen within 7<sup>th</sup> day of the succeeding month.
- 9.2. The agency shall submit bank statements in support to such payment immediately on remittance of the funds

**10. Payment Schedule to the agency:-**

- 10.1. The schedule for release of payment to the agency is within 30 days from the date of submission of bills, subject to necessary certification and approval of the monthly bill. Any variation in rates, imposition of new taxes, levies, duties, etc. after awarding the work order but within the currency of original schedule of completion period shall be on the account of OMDC.
- 10.2. Due to any reason if it is not possible to adhere to this time schedule of monthly payment, no interest will be paid.

**11. Deduction from monthly Running Account Bills:-**

Deduction from monthly Running Account Bills @16% on Gross monthly wages (Basic + VDA) will be made towards liability on Leave Wages, Holiday Wages, Bonus, Retrenchment compensation

and other risk components like damage/loss to OMDC property, other suspected sabotage etc. The deducted amount equal to Fringe/Terminal benefits payable by the agency to its workers shall be released after completion of the work upon clearance from concerned department. The withheld amount shall be released to the agency **within 30 days** from the date of completion/termination of contract on production of certificate from the head of personnel department that the agency has paid all the statutory/terminal benefits to its workers and satisfactorily performs his obligation, whatsoever under this contract.

**Note:-** The contractor shall have to pay the Fringe/terminal benefits like Notice pay (if notice is not served by the contractor to the workmen as per statutory requirements), Retrenchment compensation, Annual leave with wages and bonus to the contract labour as per statutory provisions applicable to them at the end of the work or extension of contract, if any and as the case may be, through Bank and submit proof thereof for the release of pre-Final/Final Bill by OMDC to the contractor, failing which it will be deemed that the contractor had not paid the dues to the contract labour engaged by the contractor by defraying the same from the amount recovered by and available with it towards the Fringe/terminal benefits/security deposits from the bills of the contractor and any other sums of the contractor available with the OMDC, further the contractor will be debarred for a period of two years from participating in any of the OMDC's future tenders from the date of the order.

### **12. Record keeping and submission by the agency:-**

- 12.1. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the agency and have to be produced by the agency as per the direction of the officer in charge, at any point of time.
- 12.2. Documentary proof of submission of PF contribution by the agency with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the closure of the relevant wage period. The PF statement for each financial year should be submitted by the agency

### **13. Duties and responsibilities of security personnel**

- a) Prevention of theft of Company's properties in the deployment area.
- b) Checking in-coming and out-going materials and vehicles at different security gates.
- c) Protection of Company's properties from sabotage and damage.
- d) Checking of Gate passes and tokens.
- e) Prevent unauthorized entries, photography and video graph in the deployment area.
- f) Assisting Management and Police in maintaining law and order in the deployment area.
- g) Assisting Management to deal with natural calamities, pandemic situation and other emergent situation.
- h) Reporting of irregularities occurring against the interest of company to the management.
- i) Monitoring and report about the necessary lighting arrangement of different areas.
- J) Patrolling and protecting all boundary wall/fencing, open area around deployment Area.
- k) Any other duties as may be assigned by the Management from time to time.

**13.1.** The agency shall provide necessary uniforms, ammunitions and other equipment needed for such deployment of security personnel. The uniform shall consist of full pants & half sleeve shirt, cap, and lanyard with whistle, belt, shoes, badges, name plates, torch lights, lathi, rain coat, etc.

**13.2.** The agency should ensure that the security personnel do not divulge any secret of the company or indulge in any activity which is prejudicial in the interest of OMDC. They shall not become members of any recognized/ Un- recognized Unions/ Political parties etc. and not to take part in any activities like strikes etc.

**13.3** The agency shall engaged his own representative at his own cost to look after the day to day work and he shall be report to authorized officer of OMDC and submit daily report every day to the concerned officer.

### **14. Implication of Tax on payments to the agency:-**

- 14.1. Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of

each monthly bill.

14.2. GST shall be reimbursed extra as applicable against submission of documentary evidence towards payment of GST, return filing copy and subject to confirmation on GST portal. Agency will be complied the provisions as per GST act/rules.

**15. Penalties:-**

In case the successful bidder fails to take up the work after issuance of LOA/LOI/Work Order/Agreement of the work is found unsatisfactory during the tenure of the contract, OMDC may at its discretion, impose upon any or all of the following penalties-

- (a) Cancellation of LOA/LOI/Work Order/Agreement in part of full.
- (b) Forfeiture of Earnest Money/Security Deposit/PBG wholly or partly without notice to the contractor.
- (c) Recovery of extra cost incurred by the Company for getting the work done through other sources.
- (d) Blacklisting of the contractor.
- (e) Recovery of liquidity damages.
- (f) Recovery from any of the other present/future pending bills of the contractor.
- (g) Debarred from participating in the future OMDC contact for two years.

**16. Final Bill/Last Month's Bill:**

Final Bill / Last Month's bill for the work done will be recommended by Geology Department and Mines Manager for release of payment excluding Security Deposit after certification that, the Contractor has fulfilled all the contractual obligations and has complied with all the liabilities with respect to provident fund, minimum wages, bonus, retrenchment benefits, and adequate compensation towards accidental injuries/death etc., to the respective workmen engaged by the said Contractor. 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.

**17. Operating /User Department:**

Personnel dept/Business Head or his authorized representative shall certify the execution of the jobs as per the contract terms & conditions and he shall be the inspecting /operating authority. However for deviation in the Scope of work, the same shall be operated as per approval of management of OMDC.

**18. Return of Security Deposit**

The request of Contractor for refund of Security Deposit amount or release of Bank Guarantee amount, after adjustment of demand, claims, penalties, etc., if any, will be approved for release by the Business Head after completion of the contract period or such extended period, if any, and on production of No Objection Certificate (NOC) from Geology Department.

Security Deposit will not carry any interest.

The Contract shall not be considered as completed until the Contract Completion Certificate have been signed by the Personnel Department and delivered to the OMDC/Business Head stating that the Contract work has been completed and maintained to his satisfaction.

**18. Miscellaneous:**

The security shall not allow any visitors on the work site/office without the Permission of the Business Head his authorized representative.

The OMDC 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 rate sand related terms for such alterations etc., if applicable shall be mutually negotiated and in case of non-

settlement, decision of the OMDC on the matter will be final and binding.

The Contractor shall, at its own expense, make adequate arrangements for housing, electricity, road, supply of drinking water and provision of lavatories and urinals for its staff and labour, disposal of sewerage.

**19. 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 (GCC) be contrary to the Special Conditions of Contract then the Special Conditions of Contract (SCC) shall prevail.

**20. IEM (Independent External Monitor) & Nodal Officer For Integrity Pact:**

Tenderers are required to unconditionally accept the “Integrity Pact” enclosed to the tender document and shall upload the same duly signed along with their bids. Bids received without Integrity Pact duly signed, shall not be considered.

The Independent External Monitors (IEM)& Nodal officer for integrity pact :(a) Tenderers are required to unconditionally accept the “ Integrity Pact” enclosed to the tender document and shall upload the same duly signed along with their bids. Bids received without integrity pact duly signed, shall not be considered.

(a) The Independent External Monitor (IEM) is Shri Sudhanshu Sekhara Mishra, E112, Falcon Residency Apartments, Near KIIT, Patia, Bhubaneswar-751024, Dist-Khurda, Odisha, Mobile No. 9078389875, e-mail id- [smishra.099999@gmail.com](mailto:smishra.099999@gmail.com).

(b) The Nodal Officer Shri Sudhir Kumar Dash, General Manager(Commercial), OMDC Ltd., Plot No.-271, Ground Floor, Bidyut Marg, Shanti Nagar, Unit -IV, Bhubaneswar, Odisha - 751001, Mobile No. 7671828347, Email id - [bhubaneswar.bgc@gmail.com](mailto:bhubaneswar.bgc@gmail.com).

**21. Risk Purchase:**

In the event of failure to fulfill the contract terms and execution of work as per letter of intent/work order/agreement, OMDC reserves the right to make the contractual obligation carried out by alternative arrangements and to recover from the contractor any additional cost involved therein.

**22. Termination of Contract:**

OMDC reserves the right to terminate/ foreclose the contract either due to valid reasons, such as bad performance or any other abnormalities/ reasons noticed during the tenure of contract. In such event, give 60 (Sixty) days notice in writing shall be served by OMDC to the agency.

**23 Exit of the contract:**

Both OMDC and the agency reserve the right to exit from the contract/agreement with clearance of all liabilities. For exit of the contract either party has to serve notice in writing before at least 90 (Ninety) days.

**24. Statutory Compliance:**

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees such as Minimum wage, Provident fund, Annual Health Examination, Gratuity, Leave, Insurance, and retrenchment compensation etc. as per labor code 2025, Industrial Dispute Act, Contract labour and abolition Act 1970, PSARA Act 2005 and other statutory laws as per Government notifications applicable for engagement of contractual security personnel in OMDC mines, Barbil, Dist-Keonjhar , Odisha-758035.

In respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts

applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

**25. Damage to OMDC Properties:**

The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages/loss from any sum due to the agency.

**26. Laws Governing The Agreement:**

26.1. The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc., issued by the Govt. from time to time.

26.2. Chapter-I, Chapter-II and Chapter-III of this Tender Document shall be the integral part of the Contract/ Agreement.

**27. Legal Capacity of the Tenderer:**

27.1 The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

27..2 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

27..3 Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

I) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

II) The offer shall be signed so as to legally bind all members.

III) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

IV) The Leader shall be authorised to incur liabilities and receive instructions for and on of behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

V) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

VI) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

