

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

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**NOTICE INVITING TENDER (NIT)**  
**FOR**

DEVELOPMENT AND OPERATION OF BHADRASAHI IRON ORE & MANGANESE ORE  
MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA

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**NOTICE INVITING e-TENDER  
(NIT)  
OPEN e-TENDER**

NOTICE NO:-OMDC/BH/ 2024-25/405 Date:13/02/2025

Sealed e-Tenders in the prescribed form are invited from the experienced BIDDERS for the following:

**1. NAME OF THE WORK:**

Development and Operation of Bhadrasahi Iron Ore & Manganese Ore Mines of OMDC in Barbil, Keonjhar, Odisha

**2. BRIEF SCOPE OF WORK:**

“Complete mining operations including development, transportation, crushing, screening, stacking and loading of iron ore & manganese ore into buyers’ trucks at Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha.”

**3. EARNEST MONEY DEPOSIT (EMD):**

EMD of Rs.1,00,000,00/- shall be paid through NEFT or in the form of BG in favor of “The Orissa Minerals Development Company Limited”. As per the bank account details as mentioned below:

EMD amount to be remitted through NEFT to the Current BOB Bank Account of OMDC Account No. 00480200000380 IFS code: BARB0BARBIL.

If opted for NEFT/RTGS, scanned copy of UTR details/challan shall be attached at Tech RFX cFolder of RFX as proof.

**Online Payment in SRM portal: ‘Online EMD Payment’ or ‘Challan mode of payment’ facilities in SRM portal is not available for this tender. Bidders are requested not to submit EMD through this mode.**

EMD submitted in the form of Bank Guarantee as per the format enclosed at Annexure-14 shall be enforceable at Barbil. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone numbers of the Controlling Branch of the Bank where from confirmation for the BG can be obtained.

Bidders should upload the scanned copy of the BG in their Tech RFX cFolder and should submit original BG to OMDC before opening of the Bid.

**4. BID SECURITY DECLARATION (BSD):**

Bid Security Declaration shall be submitted in the prescribed format provided at Annexure-2.

**5. e-TENDER DOCUMENTS’ AVAILABILITY:**

e -Tender documents can be obtained by downloading from OMDC website [www.birdgroup.co.in](http://www.birdgroup.co.in)→OMDC-TENDERS → View/ save complete tender Document / RINL’s SRM Portal / CPP.

N.B: Bidders should note that the clauses in the present NIT will supersede any corresponding clause/(s) mentioned elsewhere in the e-Tender documents.

**6. ELIGIBILITY CRITERIA:**

As per Annexure-1.

**7. SUBMISSION of E-TENDER PROCEDURE (BID 2 PART % E RFX):**

- 7.1** Present tender is issued through RINL's SAP SRM 7.0 for Electronic Tendering System. E-RFx Response to be submitted electronically through System only. No physical paper/print needs to be submitted in the Tender stage unless specifically asked for. Bidders need to have User ID and Password to participate in SRM E-Tenders. If a Bidder who wish to participate and not having User ID and Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.
- 7.2** In 2-Part E-RFx, Technical RFX Response is to be uploaded to Tech. RFX cFolder and Price RFX is to be quoted in Bidding Engine by Bidders.
- 7.3** E-Tendering User Manual available in SRM Portal contains the procedure for participating in RINL e-Tenders.
- 7.4** Bidders should to ensure the following before submitting the 2-Part E-RFx Response.
- 7.5** All Mandatory questions are answered and requisite documents which consists of following are uploaded into Tech RFX cFolder including the EMD Submission proof by Bidders.
- A. Eligibility Criteria Fulfillment:**
- i. Valid documentary evidence in support of eligibility as per clause no. 6 above.
  - ii. Duly signed "Integrity Pact" refer to Annexure-3 of NIT.
- B. All Techno-Commercial documents required as per Tender document which consists of following should be uploaded into Tech RFX cFolder by Bidders:**
- i. Commercial Part:**
    - a. Commercial offer in terms of requirements set forth in bidding documents.
    - b. Notarized copy of Power of Attorney in favor of Authorized signatory.
    - c. Copies of Permanent Account Number (PAN), registration under Goods and Services Tax (GST) Act, as applicable.
  - ii. Technical Part:**
    - a. Technical offer in conformity to the Scope of Work given in the Bidding document.
- C. Prices and Taxes (Conditions) are to be quoted in the bidding engine by Bidder. "Bidders must double check the Price being quoted by them appearing in figures".**

Price should not be disclosed in any manner in Part-1. Such bidder shall not be considered for opening on-line bids and their Offer shall be rejected.

Then, upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response should be submitted by the Bidder.

- 7.6 Bidders to ensure that E-RFx Response submission is done before "Submission deadline Date & Time" indicated in the NIT at Page no.9. RFx response including bid documents as well as Price can be modified as long as "Submission deadline date & Time" is not over. RFx Response cannot be modified once Submission deadline time passed.

**"E-RFX RESPONSE" OPENING PROCEDURE - 2 PART:**

- 7.7 E-RFx Responses are opened in the system Electronically. System allows opening of RFx responses only after the specified Date and Time as indicated at page no.9 of NIT. Authorized Tender opening officers of RINL/ OMDC shall open the RFx Responses in System through the process of "Simultaneous Log-on".

For 2-Part E-RFx first "Tech RFx" cFolders are opened by system through Simultaneous Log-on Process. Only those Bidders who have furnished EMD as per Clause number 3 above shall be considered for further processing.

Then Price RFx responses will be opened on a specified Date & Time through 'Simultaneous Log-on process of RINL in case of Bidders who have fulfilled the Eligibility Criteria and whose offers are technically and commercially acceptable Responses on intimation to Bidders.

**BID (2 PART % E RFX) EVALUATION PROCESS:**

Pre-qualification evaluation shall be done based on the documents submitted by the Bidders in the respective Tech RFx 'cFolders'.

All the RFx shall be evaluated on the basis of quoted price only i.e. the price net of ITC on GST value. Bidders should note that OMDC reserves the right to exercise the option of finalizing this Tender through on-line competitive bidding (i.e. Reverse e- auction).

Bidding procedure is available in the user manuals under 'Public Documents' of 'Supplier Requests' tab which can be accessed by Bidders by logging in to SRM Portal of RINL.

L-1 Bidder should submit breakup of the quoted price in the format of OMDC as and when asked for at a later stage.

Technically accepted L-1 price arrived by the System shall follow automatically to Auction Screen as start bid price for all cases of Reverse e-auction and will be visible in the System only after the start time of Live Auction (e-Reverse Auction).

On completion of Live Auction, composite comparative statement is generated by the System considering the RFx Prices and Reverse Auction Prices.

**REVERSE E-AUCTION PROCESS:**

In case OMDC wishes to conduct Reverse auction, the same shall be communicated to all the techno commercially qualified bidders at an appropriate time.

The Auction shall be conducted on SAP SRMLIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from the start Price.

Bidders would be required to quote single price i.e. price net of ITC on GST (Price excluding GST).

No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in e-Tendering to be used for Live Auction also.

**(a) AUCTION TIME EXTENSION:**

Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.

Bidders to note that System calculates Auction End time during the Auto extension period as under:

If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the Auction End time to "Existing End Time + Y minutes". This will be done "N" number of times.

Here,

Remaining Time Trigger = X

Extension Period = Y

Number of Extensions = N

The Auction time extension is explained below with an example.

Example: Forward Auction conducted with Auction parameters as:

AUCTION SCHEDULE: 11.00 AM to 12.00 noon, REMAINING TIME TRIGGER: 4 minutes and EXTENSION TIME: 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11.56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes) of the auction, the auction end time gets extended up to 12.05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12.05 PM. However, in case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12.01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12.10 PM. (12:05 plus 5 minutes). In case the bid is submitted by any bidder from 12.00 to 12.01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shall be 12:05.

## **8. EVALUATION OF THE BIDS:**

### **8.1 TECHNO-COMMERCIAL BID:**

The Bidders who fulfill all the requisite conditions of Eligibility Criteria as given at Annexure-1, will be considered as Technically & Commercially Qualified and will be considered for opening of Price Bids.

### **8.2 REVERSE e-AUCTION:**

OMDC shall be conducting reverse e-auction, starting with the L-1 value of the price bids offered by techno-commercially qualified tenderers through RINL's SRM Portal.

OMDC will inform the Technically and Commercially Acceptable (TA & CA) tenderers, regarding details of date and time and agency for conducting reverse e-auction. TA & CA tenderers would be authorized to quote their price on forward e-auction engine on the assigned time and date.

All technically and commercially acceptable (TA & CA) bidders would be required to participate in the forward e-auction.

### **8.3 EVALUATION OF PRICE BID:**

Input Tax Credit (ITC) is applicable on the subject work.

Tender will be evaluated based on quoted price which is net of ITC on GST i.e. quoted price excluding GST.

## **9. OTHER TERMS & CONDITIONS**

- a. The documents placed in website along with this NOTICE INVITING e-TENDER forms the complete e-Tender document. All the documents along with detailed NIT as placed in the web site are final.
- b. It will be presumed that the Bidders have gone through the entire e-Tender document available in website which shall be binding on them.
- c. If it comes to the notice of OMDC at any stage that any of the certificates/documents submitted by bidders are false / fake / doctored, the bidder will be debarred from participation in all OMDC e-Tenders for a period of 03 (Three) years including termination of Contract, if awarded and Security Deposit etc., if any will be forfeited. The Contractor in such cases shall make good to OMDC any loss or damage suffered by OMDC resulting from such termination. Contracts in operation anywhere in OMDC will also be terminated with attendant fall outs like forfeiture of SD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of OMDC Management will be final and binding.
- d. Successful Bidder should be in a position to produce, after opening of the Price Bids, the Original Certificates in support of the attested copies of relevant documents submitted along with e-Tender Document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/experience/qualification/any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in OMDC's future e-Tenders.
- e. Tender Documents can be downloaded from [www.birdgroup.co.in](http://www.birdgroup.co.in)→OMDC-

TENDERS → View/save complete tender Document /RINL's SRM Portal/ CPP. However, OMDC will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc. If any portal related issues arise, the bidder may use contact numbers available on the portal.

- f. OMDC reserves the right to cancel the e-Tender without assigning any reason whatsoever. For such cancellation the Bidder shall not be entitled to claim any cost, charges, expenses, and incidental thereto or incurred thereon by him in connection with the preparation of e-Tender.
- g. If a Bidder submits more than one e-Tender, then all the e-Tenders submitted by the said Bidder shall be rejected.
- h. Bidder shall furnish complete details of works executed, works in hand and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the Bidder getting disqualified.
- i. No mobilization advance shall be considered.
- j. OMDC reserves the right to check the authenticity of the documents/certificates submitted, and /or verify performance of the Bidders in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of the Bidder is liable for rejection.
- k. Bidder shall necessarily indicate the details of contact no, Fax no. and e-Mail ID (active) in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the Bidder.
- l. Bidder will not be allowed to participate in any e-Tenders of OMDC up to a maximum period of two years from the date of such communication, who had failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the OMDC in this regard will be final & binding.
- m. OMDC reserves the right to reject the offers of the Bidders whose performance is poor in awarded/ongoing works if any.
- n. OMDC after opening of e-Tender/bid may seek in writing, documents/ clarifications which are necessary for evaluation of e-Tender/bid Document from the Bidder/bidders or issuing authority for confirmation of eligible/pre-qualifications stipulated in the NIT.
- o. At any time prior to the deadline for submission of the bids, OMDC may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on OMDC/BIRD GROUP's/RINL'S SRM E-TENDERING/ CPP website at regular intervals.
- p. The duration of agreement shall be equivalent to the period of contract.

Sd/-  
Business Head



**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**SCHEDULE OF NOTICE INVITING e-TENDER (NIT)**

e-Tenders in two bids i.e. BID-1 (Techno-Commercial RFX), BID-2 (PRICE RFX) are invited online mode from reputed and experienced agencies for the job of “Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha.”

A.	Notice Inviting e-Tender(NIT)No & Date  <b>SRM Portal of RINL e-Tender No</b>	OMDC/BH/ 2024-25/405 Date:13/02/2025  <b>2800001201</b>
B.	Name of the Work	Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha
C.	Place & Time of Pre Bid Consultation.	19/02/2025 at IST 15:30 Hours at G.V.T. Centre, OMDC Mines Office, Thakurani, Barbil, Keonjhar, Odisha
D.	Due Date & Time of Submission of E-Tender	27/02/2025 at IST 15:00 Hours
E.	Opening of E-Tender	27/02/2025 after IST 15:30 Hours
G.	Period of Contract	05 Year(60 months)
H.	Validity of Price Bid	180 days from the due date of e-Tender submission.
I.	Name And Address Contact person:	Sri B B Gomango , Business Head Ph. No. 06767275777, Mob. No. 9491032209, E-mail Id: bh.omdc@birdgroup.co.in
K	The detailed NIT & Tender document can be downloaded from	The detailed NIT & Tender document can be downloaded from company's website/RINL's SRM Portal /CPP.

Note:“The bidder should refer to company’s website/RINL's SRM Portal /CPP regularly for any corrigendum”.

Sd/  
BUSINESS HEAD

# THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

## INSTRUCTION TO BIDDERS

### 1.0 **DATE, TIME & PLACE OF E-TENDER:**

1.1 Bids shall be submitted online for the work of “Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha”, not later than IST 15:00 Hours on 27/02/2025.

### 2.0 **BID SECURITY DECLARATION (BSD):**

2.1 The Bidder is required to submit Bid Security Declaration in the format at Annexure-2.

### 3.0 **SECURITY DEPOSIT (SD):**

3.1 On acceptance of the e-Tender, the Successful Bidder shall furnish a Security Deposit in any of the forms mentioned in the Special Conditions of Contract.

3.2 If it is submitted in the form of Bank Guarantee, the same shall be from any of the Nationalised Banks or Scheduled Commercial Banks and enforceable at Barbil. The Proforma for the BG is attached at Annexure-9.

3.3 The Public Sector Enterprises or State /Central Govt. Undertakings will not be required to submit Security Deposit, but however they shall submit “Performance Guarantee Bond” in lieu of Security Deposit in the format at Annexure-11.

3.4 The Bank Guarantee for Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the OMDC.

3.5 The Bank Guarantee for Security Deposit shall remain in full force and effect during the period of the Contract and shall continue to be valid up-to twelve Months after the expiry of the Contract Period.

3.6 Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to effect an increase or decrease on the Contract Price by more than 10%, the amount of the Bank Guarantee shall be increased or decreased correspondingly.

3.7 The Bank Guarantee and any amendment thereto shall be executed on a Non-Judicial Stamp Paper of requisite money value as prescribed by the Statute.

### 4.0 **INSTRUCTION REGARDING BANK GUARANTEE:**

4.1 All Bank Guarantees for Security Deposit and other payments and extensions of Bank Guarantees shall be sent in a sealed cover directly by the Bank through Registered/Speed Post to the Business Head, OMDC, Barbil, Keonjhar

District, Odisha. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone number(s) of the Controlling Office of the bank where from confirmation for the BG can be obtained.

- 4.2 Bank Guarantees / Extensions of Bank Guarantees submitted by the Contractors directly will not be admitted.
- 4.3 Bidder shall submit the duly filled in Check List for BG (as per Annexure-10) along with their Offer in Techno-Commercial bid.
- 4.4 The Non-Judicial Stamp Paper for the Bank Guarantee should be purchased in the name of executing Bank only.

#### **5.0 OTHER REQUIREMENTS:**

- 5.1 The e-Tender Specification along with all technical details, data, etc., covering the Scope of Work, is to be read in conjunction with the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) if any, Drawings, General Specifications, BOQ, etc., enclosed with the e-Tender Document.
- 5.2 The Bidder shall carefully study the enclosed e-Tender Specifications and the documents referred to therein, before submitting his Offer. The Bidder shall fully satisfy himself on the suitability of the equipment and layout as indicated in the Technical Specification and take full responsibility for the safe and efficient operation of equipment installed for generation of finished products as per the e-Tender Specifications.
- 5.3 The analysis of the raw materials, where applicable, shall be treated as guiding figures only. The successful Bidder shall take the samples and test the same in NABL accredited laboratories, as may be required for suitability of the materials for generation of finished products as per the e-Tender specifications.
- 5.4 The Bidder shall visit and inspect the site and shall satisfy himself of the site conditions and shall collect any other information which he may require before submitting his e-Tender. The Bidder shall be deemed to have ascertained all special Local and National Standards, Regulations, etc., which may affect his design, schedule, choice of supervisory personnel, etc., prior to the preparation of his e-Tender. Claims and objections due to ignorance of site conditions and particulars mentioned above, technical details & data, drawings etc., and/or failure to get the required information shall not be entertained after submission of the e-Tender.
- 5.5 Completion and Completeness of Work: The Bidders shall consider while submitting their e-Tender, the mining Equipment for generation of finished products as per the e-Tender Specifications and for fulfilling the functional and contractual requirement of the Work as a whole and the Bidders' aforesaid responsibility shall be construed as included in his quoted PRICE.
- 5.6 In addition, all the Equipment, services and site work, whether specifically

mentioned or not in the e-Tender Specification but which are necessary for completion of Work under the Contract and for proper, efficient, safe and stable operation and maintenance of the Work and/or for the fulfillment of the performance of the Contract for generation of desired output, shall be supplied or provided or executed by the successful Bidder without any additional price implication and without any dilution of his liabilities and responsibilities under the Contract.

- 5.7 The e-Tender and the prices quoted shall be deemed to remain valid for a period of six months (180 days) from the due date of e-Tender submission. The e-Tenderer shall automatically be debarred from participation in all future e-Tenders of OMDC for a period of three(3)years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:
- a) If the e-Tenderer withdraws/ modifies his bid after the e-Tender opening and during the period of bid validity stipulated in the e-Tender document or any extension thereof.(OR)
  - b) Having been notified of the acceptance of e-Tenderer's bid by OMDC, during the period of bid validity, if the e-Tenderer
    - i) Fails or refuses to execute the Contract(OR)
    - ii) Fails or refuses to furnish the Security Deposit, as stipulated in the e-Tender Document /Work Order/Letter of Acceptance.
- 5.8 OMDC reserves the right to reject any or all the e-Tender/s, or to accept any e-Tender wholly or in part, or drop the proposal of receiving e-Tenders at any time without assigning any reason thereof without liability for any loss or damage if any suffered by the Bidder in submitting his offer and/or conducting discussions etc.
- 5.9 The successful Bidder shall submit the following documents for signing of the formal Contract immediately after the Letter of Acceptance (LOA) is issued:
- a) Copy of LOA duly signed on all pages as a token of acknowledgement of receipt.
  - b) Security Deposit amount of requisite value.
  - c) Non-Judicial Stamp Paper as per Statute purchased in Odisha, India for the signing of Contract.
  - d) Self-attested copy of Permanent Account Number allotted by Income Tax Department.
  - e) Self-attested copies of GST and PF registration.

## **6.0 SIGNING OF e-TENDER DOCUMENTS:**

- 6.1 e-Tender/Bid Documents shall be duly filled and signed in all pages/fields/columns along with required undertakings / certificates by the bidder / or his/her authorized representative. Otherwise the e-Tender will be treated as invalid.
- 6.2 All signed declarations are to be made in the Bidder's Letter head.
- 6.3 The Bidder shall satisfy the OMDC that he is competent and authorized to submit e-Tender and/or to enter into a legally binding Contract with the OMDC. To this effect, any individual signing the e-Tender shall, before so signing, submit documentary evidence that his signature on the e-Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be. Notarized copy of Power of Attorney in favour of Authorized signatory is to be submitted.
- 6.4 A person signing the e-Tender form or any document forming part of the contract on behalf of bidder should have proper authorization. If it is discovered at any time that the person so signing had no authority to do so, the OMDC may, without prejudice to other legal remedies, terminate the Contract and hold the Bidder and/or the person signing liable for all Costs and Damages.

## **7.0 TECHNO-COMMERCIAL BID DETAILS:**

- 7.1 This part should only contain Techno-Commercial particulars but not the Price of the e-Tenders in any form. The offer submitted by the Bidder shall be complete and self-sufficient in all respects. The following details and documents are to be submitted in the Techno-Commercial part:
- a) Valid documentary evidence in support of eligibility as per Annexure-1.
  - b) Bid Security Declaration as per Annexure-2.
  - c) Duly signed Integrity Pact as per Annexure-3.
  - d) Letter of submission of e-Tender as per Annexure-4.
  - e) Techno-Commercial Bid Declarations as per Annexure-5.
  - f) Details of Jobs undertaken (On-Hand & Completed) as per Annexure-6.
  - g) Details of Mining equipment and machinery proposed to be deployed as per Annexure-7.
  - h) Copies of Permanent Account Number (PAN), registration under Goods and Services Tax (GST) Act and PF Registration, as applicable.
  - i) e-Tender/ Bid Documents duly filled and signed in all pages / fields /columns along with required undertakings / certificates by the bidder /or his/her authorized representative.
  - j) Copy of Power of Attorney in favour of Authorized signatory.

7.2 The e-tender /bid documents downloaded from RINL website shall be signed by the bidder. Supporting document copies enclosed by the bidder shall be duly notarized. If called for, originals are to be shown by the e-Tenderer to the Company in due course.

**8. PRICE BID DETAILS:**

The Bidder shall quote Total Price at Price bid column of price bid engine of e-Tender. e-Tender will be evaluated based on quoted price excluding GST.

**9. OTHER MISCELLANEOUS INFORMATION:**

9.1 Payments under the contract shall be released through e-Payment system only. The successful Bidder is to submit Bank Account details for e-Payment as per enclosed format as per Annexure-12 duly signed and certified by authorized signatory of Bank.

9.2 Once the successful Bidder submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of e-Payment shall be permitted by the OMDC only if the request of the bidder for the same is accompanied by a written consent from the same branch from which the format for e-Payment, duly signed was initially submitted.

9.3 Payment shall be made through Electronic Payment System only. The bidder should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and No Claims will be entertained after the said 10 days.

9.4 If it comes to the notice of the OMDC at any stage right from request for enlistment/e-Tender document that any of the certificates/documents submitted by applicants for enlistment or by Bidders are found to be false/fake/doctored, the party will be debarred from participation in all the OMDC's e-Tenders for a period of three (3) years including termination of Contract, if awarded. Security Deposit etc., given by them, if any, will be forfeited. The bidder in such cases shall make good to the OMDC any loss or damage resulting from such termination. Contracts in operation anywhere in the OMDC will also be terminated with attendant fall outs like forfeiture of SD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of the OMDC will be final and binding.

9.5 In case of failure to sign the Agreement, no payment shall be made to the agency for any work done by the agency.

9.6 The Bidder shall submit GST Registration Certificate along with their Offer. In case the same is not available with them, they shall submit a letter of undertaking to submit the same before signing of Agreement.

9.7 The OMDC's Consultant(s) and their Associates and their Sister Concerns shall not participate in the e-Tender.

**10. QUERIES/CLARIFICATIONS:**

All queries, if any, shall be referred to the Business Head, The Orissa Minerals Development Company Limited, At/Po-Thakurani, Via-Barbil, Dist-Keonjhar, Odisha-758035 by the Bidder.

**ELIGIBILITY CRITERIA**

1. The e-Tenderer meeting the following eligibility criteria shall be considered as eligible bidder:-

1.1 **Technical Criteria:**

a) The bidder should have developed (including statutory clearances), operated at least one open cast mine of minimum 1.92 Million Tonne per Annum capacity in India and excavated from that mine any considered mineral in the last 07 years from the due date for submission of e-Tender.

(and)

b) The bidder should be currently operating an open cast mine in India and excavated at least 1.92 Million Tonne per Annum of any considered mineral from that mine, since last 02 (two) years as on the date of bid opening.

1.2 **Notes for Technical Criteria:**

a) Considered mineral shall mean any mineral excluding minor minerals as specified in 1<sup>st</sup> schedule of MMDR Act,1957 or it's subsequent amendments.

b) The word 'developed' means that the Bidder should have:

i) Obtained or assisted in obtaining statutory approvals / clearances for commencing operation of the mine and

ii) Undertaken development of the mines in a scientific manner as per the approved mining plan, either on its own or through its sub-contractors.

c) The word 'operated' means that the Bidder should have performed the activities of mechanized open cast mining consisting of excavation / raising/ crushing, screening, loading, transportation etc. of the Considered Mineral, either on its own or through its contractors.

1.3 **Documents to be submitted:** For meeting the Technical Criterion, the following documents are to be submitted:

a) In case Bidder claims experience for a mine where it was the owner of such mine, the following documents shall be submitted:

i) Original certificate from statutory auditor certifying year wise / month wise production details for Considered Mineral;

ii) Copy of annual / monthly returns filed before DDM,DGMS, IBM as applicable, indicating the quantity of production, dispatch and Royalty paid;

iii) Original certificate from statutory auditor certifying the other



development activities, as above, undertaken by the Bidder, on its own or through its contractors;

- b) In case Bidder claims experience for a mine where it was a contractor, then the following documents shall be submitted:
- i) Copy of contract/ agreement and work order (if available) clearly specifying scope of work of the Bidder, which includes development and operation works, as above;
  - ii) Original Certificate from the employer certifying the year wise / month wise production details for Considered Mineral;
  - iii) Copy of TDS Certificates in Form 26AS / Form 16A for the relevant jobs and relevant period;
  - iv) Original certificate from the employer certifying the development activities as defined at 1.2 (b) above, undertaken by the Bidder;
  - v) Contact details (name, designation, e-mail id, phone number) of mines manager or authorized representative of the employer, of the mine for which experience is claimed.
- c) If both the mine owner and the contractor, claims the experience related to the same mine for fulfilling Technical Criteria, the experience of the contractor shall be considered for development activities.

#### 1.4 **Financial Criteria:**

- a) The net worth of the Bidder should not be negative as on 31.03.2024 and should have not eroded by more than 30% in the last 03(three) years ending 31.03.2024.
- (and)
- b) The average annual financial turn-over during the last three years ending 31.03.2024 should be at least Rs.309.00 Crores (Rupees Three Hundred Nine Crores) as per the annual report (audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India .

#### 1.5 **Notes for Financial Criteria:**

- a) In order to be qualified, a Bidder needs to fulfil all the Financial Criteria as mentioned above in Clause 1.4(a) and Clause 1.4(b). For the purpose of this, stand alone financials and financial statements shall be considered.

#### 1.6 **Documents to be submitted:** For meeting the Financial Criteria, the following documents are to be submitted:

- a) Copies of Audited standalone financial statements for the 03 (three) Financial Years 2021-22, 2022-23 and 2023-24.

- b) Original Certificate from statutory auditor certifying the turn over for the 3(three) Financial Years 2021-22, 2022-23 and 2023-24.

## **2. STATUS OF BIDDER:**

- 2.1 Information w.r.t ownership shall also be furnished by the Bidder in respect of the following:

### **i) In case of Sole Proprietorship:**

- a) Name of Sole Proprietor and address.
- b) Financial Status.
- c) Previous experience.
- d) Self-attested copy of latest Annual Audited Profit & Loss Statement.
- e) Self-attested copy of the Registration Certificate issued by the Register of Firms/Appropriate Authority.
- f) Phone Nos., Mobile Nos., Email Addresses, Fax Nos.etc.

### **ii) In case of Partnership Firms:**

- a) The names of all partners and their addresses.
- b) The financial status of the firm and its partners.
- c) Previous experience of the firm and its partners.
- d) Self-attested Copy of Partnership Deed.
- e) A Self-attested Copy of latest Annual audited Profit & Loss Statement.
- f) Self-attested copy of the Registration Certificate issued by the Registrar of Firms/Appropriate Authority.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos. etc.

### **iii) In case of Companies:**

- a) Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- b) Nature of business carried out by the Company including Serial Number of the relevant provisions of its Memorandum relating thereto.
- c) Names and particulars, including addresses of all the Directors.
- d) Previous experiences of Company and Directors in similar works.
- e) Relevant Credentials with Reference List.
- f) A Self-attested copy of latest Annual Report.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos. etc.

## **3. OTHER CONDITIONS:**

- 3.1 Offers from e-Tenderer(s) having any of the following features shall be treated as ' Inter-Connected Agency' and offers submitted by such Inter connected agencies shall be rejected:

- a) If one is a subsidiary of the other;
- b) If the Director(s),Partner(s),Manager(s)or Representative(s)are common;

- c) If management is common; If one owns or controls the other in any manner.
- 3.2 Sub Contractors' experience and resources will not be taken into account in determining the Bidder compliance with qualifying criteria.
- 3.3 If the e-Tenderer has/ had any running/previous contract with the company, performance of the same will be taken into account while evaluating Techno-Commercial Bid. If performance is unsatisfactory, the e-Tenderer shall be liable for disqualification during Techno-Commercial evaluation.

**FORMAT FOR BID-SECURITY DECLARATION**

(To be submitted by the Bidder on their letter head along with his/ their E-Tender)

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To,  
The Business Head  
The Orissa Minerals Development Company  
Limited Barbil, District-Keonjhar  
PIN-758035

Ref : Notice No. OMDC/BH/ 2024-25/405 Date:13/02/2025

Sub: Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines  
of OMDC in Barbil, Keonjhar, Odisha

I/We understand that, according to the conditions of the e-Tender document, bids must be supported by a Bid Securing Declaration (BSD). Accordingly, I am/We are submitting this “Bid Security Declaration” as follows:

I/We accept that I/We will automatically be debarred from participation in all future e-Tenders of OMDC for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

- a) If I/We withdraw/modify our Bid after e-Tender opening and during the period of bid validity stipulated in the e-Tender document or any extension thereof.
- (or)
- b) Having been notified of the acceptance of our Bid by OMDC, during the period of bid validity, if I/We
  - i) Fail or refuse to execute the contract(or)
  - ii) Fail or refuse to furnish the security deposit, as stipulated in the e-Tender Document/Work Order/Letter of Acceptance.

Signature :.....

In the capacity of :.....  
(Legal capacity of person signing the BSD)

The Bidder shall submit a documentary proof (viz. certified / true copy of board resolution/ Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name : .....  
(Complete name of person signing the BSD)

Duly authorized to sign the bid for and on behalf of :.....  
(Complete name of Bidder and Address) .....  
.....  
.....

Date:..... Corporate Seal : .....  
(Wherever applicable)

Witness : .....  
(Signature of person with name and address) .....  
.....  
.....

**FORMAT FOR INTEGRITY PACT**

The Orissa Minerals Development Co. Ltd (OMDC) here in after referred to as “**The Principal**”,

(and)

-----, hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for “Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the E-Tender stage/ will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the E-Tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

**Section 1–Commitments of the Principal:**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the E-Tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
  - (b) The Principal will, during the E-Tender process treat all bidders with equity and reason. The Principal will in particular, before and during the E-Tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the E-Tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of OMDC and in addition can initiate disciplinary action.

**Section 2–Commitments of the Bidder(s)/Contractor(s):**

- (1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the E-Tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the E-Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the E-Tender process or during the execution of the contract or to vitiate the Principal's E-Tender process or contract execution.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or in formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's E-Tender process or execution of the contract.
  - (c) The Bidder(s)/ Contractor(s) will not commit any offence under the IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship regarding plans ,technical proposals and business details including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s)of Indian Nationality shall furnish the name and address of e foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s) /Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s)have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
  - (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) The Bidder(s)/Contractor(s)will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3–Disqualification from E-Tender process and exclusion from future contracts:**

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

- (2) If the Bidder(s)/Contractor(s), before award of contractor after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the E-Tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the E-Tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/Contractor from future E-Tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view these verity of the transgression. These verity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder/Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future E-Tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

#### **Section4-CompensationforDamages:**

- (1) If the Principal has disqualified the bidder from the E-Tender process prior to the award in accordance with Section 3 above, the SD (SD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to E-Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

#### **Section5-Previoustransgressions:**



- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last five (05) years with any Company or Organisation or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the E-Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-Tender process. The contract, if already awarded, can be terminated for such reason.

**Section 6–Equal treatment of all Bidders/ Contractors /Sub Contractors:**

- (1) The Bidder(s)/Contractor(s) undertake to demand from all his sub-Contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such sub contracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the E-Tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7–Criminal charges against violating Bidder(s)/Contractor(s)/sub-Contractor(s):**

- (1) If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub Contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of OMDC.

**Section 8–Independent External Monitor(s) (IEM(s)):**

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of non compliance of the provisions of the Integrity pact, the complaint/non compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/OMDC. The Nodal Officer shall refer the complaint/non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, OMDC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all E-Tender/contract documentation of the Principal

including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his E-Tender/contract documentation. The same is applicable to Sub Contractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub Contractor(s) with confidentiality.

- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the E-Tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the Chairman, OMDC within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of OMDC and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/PC Act.
- (9) Expenses of IEM shall be borne by OMDC as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

#### **Section 9- Duration of the Integrity Pact:**

- (1) This Pact comes into force upon signing by both the Principal employer and the Bidder/Contractor. It expires for the Contractor twelve(12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal employer after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of OMDC.

#### **Section 10-Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

\_\_\_\_\_

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date-----

\_\_\_\_\_

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness1:  
(Name & Address)

\_\_\_\_\_

Witness2:  
(Name & Address)

\_\_\_\_\_

**FORMAT FOR LETTER OF SUBMISSION OF e-TENDER**

(To be submitted by the Bidder on their letter head along with his /their e-Tender)

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Business Head  
The Orissa Minerals Development Company  
Limited Barbil, District-Keonjhar  
PIN-758035

Sub: Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines  
of OMDC in Barbil, Keonjhar, Odisha

Ref: OMDC/BH/ 2024-25/405 Date:13/02/2025

Dear Sirs,

With reference to the e-Tender invited by OMDC, I/we, M/s  
.....,have examined the e-Tender Documents  
comprising of Notice Inviting e-Tender, Instructions to the Bidder, Articles of  
Agreement, General Conditions of Contract, Special Conditions of Contract, e-  
Tender Specifications, and hereby offer to undertake "Development and Operation  
of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar,  
Odisha".

I/We agree to abide by all instructions in these documents attached hereto and  
hereby bind myself / ourselves to execute the work as stipulated in the e-Tender  
Documents.

I/We have visited the site and got myself/ourselves acquainted with the Specified  
working area, Extent of work to be done, Labour related local conditions and other  
relevant local conditions.

My/Our price bid is based on the basis of our full understanding about the job. It is  
to confirm that our offer shall be valid for 180 days from the due date for  
submission of e-Tender.

I/We further agree to sign and execute all agreements/bonds as may be required  
by OMDC to abide by the general conditions and other conditions of the contract  
and to carry out all work as per specifications.

I/We hereby agree that until a formal Agreement is prepared and signed in accordance  
with the Articles of Agreement, this e-Tender together with OMDC's written Letter of  
Acceptance (LoA) there of shall constitute a binding Contract.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

Dated this.....day of.....,2025

Yours faithfully,

Signature : .....

Name : .....

In the capacity of : .....  
[Position]

Duly authorized to sign this e-Tender : .....  
For and on behalf of [Name of the Bidder]

Address of the Bidder : .....  
.....  
.....

E-mail ID of the Bidder : .....

Telephone Number : .....

Fax : .....

Notarized copy of Power of Attorney in favour of Authorized signatory to be submitted

**TECHNO COMMERCIAL BID DECLARATIONS**

**Notice No.** OMDC/BH/ 2024-25/405 **Date:**13/02/2025

Sub:-Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha

Sl. No.	Particulars	Information By Bidder
1	Name of the Bidder	
2	Address of the Bidder	
3	Mobile number	
4	E-mail ID	
5	The bidder should have developed (including statutory clearances), operated at least one open cast mine of minimum 1.92 Million Tonne per Annum capacity in India and excavated from that mine any considered mineral in the last 07 years from the due date for submission of e-Tender.	..... Million tonne
6	The bidder should be currently operating an open cast mine in India and excavated at least 1.92 Million Tonne per Annum of any considered mineral from that mine, since last 02 (two) years as on the date of bid opening.	.....Million tonne
7	Documentary evidence as per Clause No.1.3 of Eligibility Criteria submitted or not.	..... (Yes / No)
8	The net worth of the Bidder should not be negative as on 31.03.2024 and should have not eroded by more than 30% in the last 03(three) years ending 31.03.2024.	2021-22:Rs.....Cr 2022-23:Rs.....Cr 2023-24:Rs.....Cr
9	The average annual financial turn-over during the last three years ending 31.03.2024 should be at least Rs.309.00 Crores (Rupees Three Hundred Nine Crores) as per the annual report (audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India .	2021-22:Rs.....Cr 2022-23:Rs.....Cr 2023-24: Rs.....Cr
10	Documentary evidence as per Clause No.1.6 of Eligibility Criteria submitted or not.	..... (Yes/No)

11	Status of Bidder: a) Sole Proprietorship b) Partnership firms c) Company	.....
12	Documents as per Clause No.2.1 of Eligibility Criteria submitted or not.	..... (Yes/No)
13	Bid Security Declaration as per Annexure-2 submitted or not.	..... (Yes/No)
14	Duly signed Integrity Pact as per Annexure-3 submitted or not.	..... (Yes/No)
15	Letter of Submission of e-Tender as per Annexure-4 submitted or not.	..... (Yes/No)
16	Details of Jobs Undertaken (On- Hand & Completed) as per Annexure-6 submitted or not.	..... (Yes/No)
17	Details of mining equipment and machinery proposed to be deployed as per Annexure-7 submitted or not.	..... (Yes/No)
18	Copy of Permanent Account Number (PAN) submitted or not.	..... (Yes/No)
19	Copy of registration under Goods and Services Tax (GST) Act submitted or not.	..... (Yes/No)
20	Copy of PF Registration submitted or not.	..... (Yes/No)
21	e-Tender Documents duly filled in and signed on all pages / fields / columns along with required undertakings/certificates submitted or not.	..... (Yes/ No)
22	Copy of Power of Attorney in favour of Authorized Signatory of the e-Tender submitted or not.	..... (Yes/No)
23	Confirmation to the effect that prices quoted will be firm as per Clause No.14.0 of GCC.	..... (Yes/No)
24	Confirmation to the effect that all Insurances as per Clause No.7.0 of GCC will be arranged by the successful Bidder.	..... (Yes/No)

27	Confirmation to the effect that the Terms of Payment as per Clause No.15 of SCC are acceptable.	..... (Yes/No)
28	Confirmation to the effect that all taxes, duties etc., will be met by the successful Bidder as per ClauseNo.18 of SCC.	..... (Yes/No)
29	Confirmation of Period of Validity of the Offer as per Clause No. 5.7 of Instructions to the Bidder.	..... (Yes/No)
30	Confirmation to the effect that all the terms mentioned in the General Conditions of Contract and Special Conditions of Contract are acceptable to the Bidder.	..... (Yes/No)

SIGNATURE OF THE BIDDER WITH SEAL



**DETAILS OF JOBS UNDERTAKEN (ON-HAND & COMPLETED)**

<b>Sl. No.</b>	<b>Full Particulars of Similar work Carried out by The Bidder</b>	<b>Work Order Amount</b>	<b>Period of Contract</b>	<b>Name &amp; Complete Postal address of Authorities for whom Work was carried out With Telephone No., Mobile No., e-mail id And Fax. No., if any</b>
----------------	-------------------------------------------------------------------	--------------------------	---------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

A. Work executed in the Name \_\_\_\_\_ of Bidder:

B. Work executed by Bidder not in \_\_\_\_\_ the name of the Bidder but in a different name or in a different partnership or consortium or joint venture.

Note:

1. A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the e-Tender.
2. Original Certificate to be enclosed.

**DETAILS OF MINING EQUIPMENT AND MACHINERY PROPOSED TO BE  
DEPLOYED**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>	<b>Approximate date when it will be Deployed at site</b>
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NB: A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the e-Tender.

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**BILL OF QUANTITIES (BOQ)**

Notice No. OMDC/BH/ 2024-25/405 Date:13/02/2025

**Sub:** Development and Operation of Bhadrasahi Iron Ore & Manganese ore mines of OMDC in Barbil, Keonjhar, Odisha.

<b>Sl. No.</b>	<b>Item Description(a)</b>	<b>Unit (b)</b>	<b>Quantity (c)</b>	<b>%age Weightage (d)</b>
<b>IRON</b>				
A	Mine Development including removal of Overburden (OB) and transportation to dumping yard (Lead1.5km) @62,679 MT per month(1cum=2.2 MT)	<b>Ton</b>	37,60,740	8.49
B	Production of CLO (5-18mm)/(10-40 mm) of Iron Ore which includes production of ROM, Transporting of ROM to crushing & screening plant (Lead-1.5 km), screening and crushing of ROM and transporting the finish product to designated yards(Lead-2.0 km).	<b>Ton</b>	44,40,000	37.37
C	Production of (-)5/(-)10mm fines which includes production of ROM, Transporting of ROM to crushing & screening plant (Lead-1.5 km), screening and crushing of ROM, and transporting the finish product to designated yards (Lead-2.0 km).	<b>Ton</b>	39,60,000	19.84
D	Generation of Sub-Grade Ore which include des production of ROM, Transporting of ROM to crushing & screening Plant (Lead-1.5 km), screening of ROM, and transporting these to designated yards(Lead-2.0 km)	<b>Ton</b>	6,00,000	1.03

E	Lifting, & Loading of finished products from Stack Yard to Buyers Truck/Tipper/Dumper including over load/under load adjustment.	<b>Ton</b>	84,00,000	2.87
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<b>MANGANESE</b>				
F	Mine Development including removal of Overburden and transportation to dumping yard (Lead 1.5km) @1,08,000 MT per month (1cum=1.8MT)	<b>Ton</b>	64,80,000	13.53
G	Production of (10-70 mm) of Manganese Ore(+25-35%Mn.) which includes production of ROM, Transporting of ROM to screening plant (Lead-1.5 km), screening of ROM, and transporting the finish product to designated yards(Lead-2.0km).	<b>Ton</b>	3,58,980	12.05
H	Production of (10-70mm) of Manganese Ore (+35-46% Mn which includes production of ROM, Transporting of ROM to screening plant (Lead-1.5 km), screening of ROM, and transporting the finish product to designated yards (Lead-2.0 km)	<b>Ton</b>	1,05,900	3.55
I	Production of (10-100 mm) of Manganese Ore(+46%Mn.) which includes production of ROM, Transporting of ROM to screening plant (Lead-1.5 km), screening of ROM, and transporting the finish product to designated yards (Lead-2.0 km).	<b>Ton</b>	26,460	0.89
J	Generation of Sub-Grade Ore which includes production of ROM and transporting of ROM to screening plant(Lead-1.5 km), screening of ROM, and transporting the same to	<b>Ton</b>	1,08,660	0.15

	Designated yards (Lead-2.0km).			
K	Lifting & Loading of finished products from Stack Yard to Buyers Truck/Tipper/Dumper including overload/under load adjustment.	<b>Ton</b>	4,91,340	0.23
<b>Total(A+B+C+D+E+F+G+H+I+J+K)</b>				100.00

**N.B**

- 1 GST and other taxes if any, shall be reimbursed at actual at applicable rate, subject to submission of document and proof of GST payment.
- 2 Evaluation of Price Bids shall be based on the total amount quoted. e-Tenderer has to quote Lump sum value for all the BoQ items / jobs put together (i.e. A+B+C+D+E+F+G+H+I+J+K) and that will be the basis for price evaluation.
- 3 The unit rate for each BOQ item as mentioned at A to K shall be derived as follows:- Lump sum awarded value multiplied with percentage (%) mentioned in weightage at Column no.(d) against respective BOQ, divided by Quantity mentioned in Column no(c )of the same BOQ.

Signature of the Bidder  
With Date and Seal

**BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK**

(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

To

The Orissa Minerals Development  
Company Limited  
Barbil, District-Keonjhar,  
Odisha-758035

- 1. Name and Address of the Bank :
- 2. Bank Guarantee No. :
- 3. Date of Issue/with effect:
- 4. Date of Expiry :
- 5. Claim Period :
- 6. Limit of Liability :
- 7. Ref. Letter of Acceptance  
And Date :
- 8. For(Name of work) :

**SUBJECT: SECURITY DEPOSIT**

In consideration of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED Having its office at Barbil, District-Keonjhar, Odisha-758035(a Government Company incorporated under the Companies Act, 1956) having its Head Office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar- 1 (Odisha) (hereinafter called the Company) having agreed to accept the Security Deposit Of ..... (Rupees.....) from M/s ..... (herein after called the Contractor) under the Terms and Conditions of The Letter of Acceptance No..... for (Name of the work) ..... on comprehensive basis and as per your Letter of Acceptance dated ..... (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of performance under the custody of the Contractor in terms of the said E-Tender as also for the due fulfilment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs..... (Rupees.....) (Only)We, .....(Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

- 1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs..... (Rupees.....) (Only) caused to or suffered by you or

That may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs.....(Rupees.....(Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/defaults on the part of the Contractor.

2. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of .....(Rupees.....(Only)as referred to above and this Guarantee shall not become invalid or in fructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Contract or after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate.
5. Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required.
6. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein

contained will enlarge our liability beyond the limit of `.....  
(Rupees.....(Only)as aforesaid or extended the period of  
the Guarantee beyond the said day of \_\_\_\_\_ unless  
expressly agreed to by us in writing.

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction there of or there with but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or un-realized.
13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:
  - (A) Our liability under this bank guarantee shall not exceed Rs-----  
(Rupees.....only)
  - (B) \*The Bank guarantee shall be valid up to -----)
  - (C) We are liable to pay the Guaranteed Amount or any part hereof under this bank Guarantee only and only if you serve upon us a written



Claim or demand on or before ----- (\*date of expiry of Guarantee)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20.

SIGNATURE WITH SEAL

\*validity of BG to cover contract period + defect liability period + 6 months (claim period)

14. We..... (Name of the Bank) here by agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Barbil / Bhubaneswar (Name and address of the bank) and they shall honor such demand in any case not later than next working day.

15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority (Name & address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND.....

**CHECK LIST FOR BANK GUARANTEES**

Name of the Work

e-Tender Notice No. &amp; Date

Name of the party submitting BG

Name of the Bank issuing BG

Branch issuing the BG

BG No &amp; date

BG Value

BG Valid Up to

Sl. No.	Check List points	Yes/No
1	Is the BG as per the approved format of/OMDC?	
2	Is the BG issued by the specified category of Banks(Scheduled commercial bank/ Nationalized bank etc. As specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant statute?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/e-Tender with reference to which the BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11	Whether the BG format contains the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained.	
12	BG contains the clause for "Enforceability of the same at Barbil and the address of the same is also specified in the BG.	

1. The BGs are to be submitted to OMDC, only when reply to all the above are 'Yes'.
2. Successful Bidder shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Date

Signature of the Contractor

**FORM OF PERFORMANCE GUARANTEE BOND INLIEU OF SECURITY DEPOSIT**

This AGREEMENT is made this.....day of.....,20  
Between M/s.....,a company registered under the Companies Act 1956, having its registered office at  
.....(herein after called “The Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part and The Orissa Minerals Development Company Limited, a company registered under the Companies Act 1956 having its Head office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar – 1 (Odisha) called “The Company” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

WHEREAS the Contractor has interalia agreed with the company to execute the work ..... on a comprehensive basis on the terms and conditions Contained in the Contract No.....made between the Company and the Contractor.

AND WHEREAS the Contractor has to furnish a sum of ..... (Rupees.....(only), as Security for the due performance of the said Agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of .....(Rupees.....(only) from the Contractor as security but to accept this Performance Bond for the due performance of the said agreement by the Contractor on the terms & conditions herein contained.

It is now agreed by and between the parties hereto as follows:

1. In consideration of the company agreeing to waive the payment by the Contractor, Security Deposit in accordance with the said agreement on the Contractor furnishing this indemnity, the Contractor hereby undertakes to indemnify the Company and keep the company indemnified from time to time to the extent of .....(Rupees..... (Only) being value of Security Deposit in accordance with the said agreement against any loss or damage caused to or suffered by the Company by reason of any breach or breaches on the Contractor’s part of any of the terms & conditions contained in the said agreement and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said agreement or otherwise in the observance or performance of any of the terms & conditions relating thereto in accordance with the true intent and meaning thereof the Contractor shall forthwith on demand and without demur pay to the company such sum or sums not exceeding in total the said sum of .....(Rupees.....(Only)as may be

Claimed by the company as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractors' part.

2. Notwithstanding anything to the contrary in these presents or in the said agreement the Company's notice as to whether the Contractor has made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Contractor for the purposes of this indemnity and the Contractor shall not be entitled to ask the Company to establish its claim or claims under this Indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way be prejudiced by reason of such demand by the Company and payment by the Contractor under this indemnity and the claims under the said agreement shall be settled in accordance with the said agreement without prejudice to the Company's rights to demand immediately under this indemnity and the Contractor's liability to pay the same, but any amount so paid by the Contractor being taken into consideration the settlement as per the said agreement.
3. This Indemnity shall continue and hold good until it is released by the Company in writing on the Contractor's application after the expiry of relative guarantee period of the said agreement and after the Contractor has discharged all his obligations under the said agreement and submitted a No Demand Certificate from the Engineer under the said agreement.
4. The company will have the fullest liberty from time to time to enforce or for bear to enforce any of the terms & conditions of the said agreement and the Contractor shall not be released from his liability under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Company's part or any indulgence by the Company to the Contractor or by any variations or modifications of the said agreement or any other act, matter or thing whatsoever on the Company's part.
5. This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company by the Contractor and this indemnity does not revoke or limit such indemnities or Guarantee.

IN WITNESS WHEREOF the parties hereto have executed these presents the day the year first therein above written.

Signed by Shri.....  
(Name and Designation)on  
behalf of the Contractor.

Signed by Shri.....  
(Name and Designation)For and on behalf of The Orissa  
Minerals Development Company Limited

In the presence of

- 1.
- 2.

**BANK ACCOUNT DATA FOR e-PAYMENT**

1. Contractor's Code :
2. Option :RTGS/NEFT
3. Beneficiary Details:
  - i) Name of Beneficiary :  
(maximum 35 characters)
  - ii) Bank Name :  
(maximum 35 characters)
  - iii) Branch Name :  
(maximum 35 characters)
  - iv) Branch Address :
  - v) Branch Telephone Number :
  - vi) Account No. :  
(maximum 35 characters)
  - vii) Account Type :  
Savings/Current/Overdraft  
(mention Code No. also)
  - viii) Beneficiary Bank's IFSC Code :  
(maximum 11 characters)

**Declaration:-**I hereby declare that the particulars given above are correct and complete.

(Signature of Contractor)

Name:

Design:

**Certificate**

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/--  
Branch Manager  
Bank Seal

**(TO BE ENCLOSED WITH ON- ACCOUNT BILLS)**

**Sub: Proforma of Statutory Obligations of Labour Rules**

1. Name of the Contractor :
2. Name of the Work :
3. Agreement No. :
4. Labour License No. & Validity :
5. No. of workers for which above labour license obtained :
6. Compliance to the provision of Employees Provident Fund & Misc. Provisions Act,1952 :

Verified and Certified that the above are found to be in order

Certified that I/We have been complying with the above statutory provisions

Signature of the Manager

Signature of the Contractor or his authorized Power of Attorney Holder with date

Name:

Name:

Designation:

Address:

Date:

(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

FORM OF BANK GUARANTEE

1. Name and address of the Bank:  
(Full Postal Address & PIN code to be given)
2. Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_
3. Limit of Liability \_\_\_\_\_ Expiry Date \_\_\_\_\_
4. Tender Notice No. \_\_\_\_\_ Date \_\_\_\_\_
5. Name of the work as given in the Tender \_\_\_\_\_

To,  
The Orissa Minerals Development Company Limited  
Barbil, District: Keonjhar  
PIN- 758035

**Sub: Earnest Money Deposit**

In consideration of M/s The Orissa Minerals Development Company Limited having its office at Barbil, District-Keonjhar, Odisha-758035 (hereinafter called "the company") which expression shall unless repugnant to the subject or context includes his successors and assigns having agreed to exempt M/s.....(Hereinafter called "the bidder/") from demand under the terms and conditions of the Tender Number(\*).....Dated....issued by the Company for the work(\*\*).. ..(hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment of the bidder of terms and Conditions contained in the said documents on production of a Bank Guarantee for Rs.....(Rupees only).

1. We, the . . . . . Bank (hereinafter referred to as "the said Bank") a Company under the Companies Act, 1956 and having our Registered Office at . . . . do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs.....(Rupees.....Only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reasons of any breach or breaches by the bidder of any of the terms and conditions contained in the said documents and unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.
2. We, the... .. Bank further agree that if the bidder commits any breach of the terms and conditions of the said documents in respect of which the bidder has been exempted from depositing the Earnest Money because of the guarantee furnished by the Bank to the Company and the Company has become entitled to forfeit the Earnest Money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Company on demand and without demur the amount of the Earnest Money required to be furnished by the bidder under the conditions of the said documents in respect of which the breach is committed to the extent of `..... (Rupees Only)
3. We, the Bank further agree that the company shall be the sole judge of and as to whether the bidder has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the bidder in respect of the said document and the decision of the

company that the bidder has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We, the said Bank further, agree that the guarantee herein contained shall remain in full force and effect, until it is released by the Company provided always this guarantee shall in no event remain in force after the.....day of.....without prejudice to the claims of the company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same are enforced after the said date.
5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder or to postpone for any time and from time to time any of the powers exercisable by it against the bidder and either to enforce or forbear from enforcing any of the terms and conditions governing the said document or securities available to the company and the said Bank shall not be released from its liability under these presents by any exercise of the company of the liberty with reference to the matters aforesaid or by reason of time being given to the bidder or any other forbearance act or omission on the part of the company or any indulgence by the Company to the bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for these provision have the effect of so releasing the Bank from its liability.
6. It shall not be necessary for the company to proceed against the bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the company may have obtained or obtain from the bidder shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
7. We, the said bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the company or the bidder of the Bank shall not discharge our liability hereunder.
8. We .....(name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Rourkela /Bhubaneswar and they shall honor such demand in any case not later than next working day.
9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below:

Place:

Signature

Date:

Name

Note: Instructions to the Bank: Not to be reproduced in the Bond Paper

1. The following are to be filled up in the blank space indicated thus:  
(\*)Tender No. of the tender (i.e.) No. of the covering letter of the tender of the bidder.  
(\*\*)Name of the work as given in the Tender Notice.
2. All pages of bank guarantees shall have the rubber stamp and signature of the officer of the Bank.
3. All corrections shall be attested by Rubber Stamp and Stamp of the officer of Bank.



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

<b>MINES OFFICE:</b> At/Po-Thakurani, Via Barbil Dist-Keonjhar, Odisha-758035 Ph.06767-275777 <a href="mailto:bh.omdc@birdgroup.co.in">e-mail: bh.omdc@birdgroup.co.in</a>	<b>HEAD OFFICE:</b> Ground Floor-271, Bidyut Marg, Unit-IV Shastri Nagar, Bhubaneswar-1(Odisha) e-mail: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a>
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**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**DEVELOPMENT AND OPERATION OF BHADRASAHU IRON &  
MANGANESE MINES OF OMDU IN BARBIL, KEONJHAR, ODISHA**

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. OVERVIEW:**

- 1.1 Bhadrasahi Iron & Manganese Ore Mines (998.70 Ha.), Barbil, is situated at Distt. Keonjhar, Odisha & was being worked partly by manual means to produce Iron Ore Lump & Manganese Ore Lumps and part of it was also being operated by mechanized means using Excavator /Front end loader, dumpers and Crushing & Screening plant to produce Iron ore Lump & Fines.
- 1.2 The Bidder, before filling up his tender is suggested to familiarize himself about the mine conditions viz distances, road conditions, road gradients, local condition of the mine as well as the area & also about past/existing practices. Once the Bidder has submitted his tender, it is deemed that he has fully familiarized himself about the condition and no claim will be entertained in this regard.
- 1.3 The present status of Mining Lease and statutory clearances:

Lease Status	Extension order of the Bhadrasahi mining lease validity Period upto 30.09.2030 has been received from Govt. of Odisha on 06.02.2020.
Mining Plan	Reviewed and Approved by IBM on 17.03.2020 and is valid Upto 31.03.2025. OMDC is in the process of reviewing the mining plan/scheme for the next plan period of 05 years.
Forest Clearance(FC)	FC was available upto 30.09.2010 for forest area of 702.053 ha co-terminus with the lease period. OMDC is in the process of obtaining co-terminus extension of forest clearance upto the extended lease period i.e. upto 30.09.2030.
Environmental Clearance(EC)	ToR was issued on 23.11.2020 by MoEF & CC, GoI and OMDC submitted EIA/EMP report to SPCB, Odisha on 01.03.2021. Public Hearing will be conducted shortly.

1.4 It shall be responsibility of successful Bidder to assist actively to OMDC for obtaining all necessary approvals/clearances/permits/licenses from various statutory authorities (state as well as central) in favour of OMDC for the early commencement of mine for production activity and thereafter continuous operation and maintenance of mine.

### **2. SCOPE OF WORK:**

- 2.1 To produce approved grade of Iron ore & Manganese ore by mechanised mining operation, transport, stack and load into buyer's truck as per the quantity mentioned below:

Sl. No.	Product	Grade	Size	Quantity To be produced (tonnes/year)	Ratio of products
1	Iron Ore (estimated)				
a)	Lump	≥63% Fe	+05 to 18 mm	8,88,000	49.33%
b)	Lump	≥62% Fe	+10 to 40 mm		
c)	Fines	≥55% Fe	-05mm	7,92,000	44%
d)			- 10mm		
	Sub Total			16,80,000	
e)	Sub-Grade Ore			1,20,000	06.67 %
	Total			18,00,000	100%
2	Manganese Ore (estimated)				
a)	Lump	(+25-35% Mn)	+10 to 70 mm	71,796	59.83 %
b)	Lump	(+35-46% Mn)	+10 to 70 mm	21,180	17.65 %
c)	Lump	(+46% Mn)	+10 to 100 mm	5,292	04.41 %
	Sub Total			98,268	
d)	Under size / Sub-Grade Ore			21,732	18.11%
	Total			1,20,000	100%

Successful Bidder shall undertake mine development and mining operation in a scientific manner as per the approved Mining Plan and approved EIA/EMP through mechanical excavation of Run of Mine (RoM) including overburden.

Before commencement of work at site, contractor shall undertake Drone Survey work of mine as per the requirement of IBM/MCDR, 2017 and other guidelines. The Drone survey report along with all the files generated during drone survey shall be submitted to OMDC for filing the same to IBM.

Contractor shall undertake drone survey work during April-May each year as per the prevailing guidelines. The Drone survey report along with all the files generated during drone survey shall be submitted to OMDC before 31st May each year for filing the same to IBM.

Apart from the drone survey, contractor shall also undertake Topo survey of the mine before commencement of work with the help of Total Station/DGPS equipment and maps/drawings generated through such survey work shall be submitted to OMDC along with raw data.

2.2 The details of work to be carried out as indicated at (i) and (ii) below:

i) Iron Ore by Mechanised Means:

- a) Mechanical excavation of ROM including associated rocks/ overburden/waste /Lumps & Fines.
- b) Segregation of ROM into Ore, sub-grade and overburden/waste.
- c) Removal of overburden/waste and transportation of the same to dumping yard (Average Lead 1.5km)@7,52,148 Tonne/Year.

- d) Loading and transportation of the ROM/Ore to the Crushing & Screening plant (to be installed by the Contractor).
- e) To size the ROM through crusher and screening the same for obtaining final products.
- f) Different sizes of Iron ore i.e. lump and fines to be stacked in proper geometric shapes as per Guideline from DDM, Joda at specified locations at an average radius of 2.0 km.
- g) Loading into buyer's trucks from the designated stacks with adjustment for over loading / under loading.
- ii) Manganese Ore by Mechanised & Manual Means:
  - a) Segregation of ROM into Ore, sub-grade and overburden/waste.
  - b) Removal of overburden/waste and transportation of the same to dumping yard. (Average Lead 1.5km) @12,96,000 Tonne/Year.
  - c) Raising, Picking, sorting, manual sizing of ore, transportation of sized ore as per product category mentioned above and stacking of the same at designated stacks in mine in proper geometric shapes as per Guideline from DDM, Joda.
  - d) The undersized/ sub-grade Manganese ore to be stacked at specified locations at a distance of 2.0 km.
  - e) Loading into buyer's trucks from the designated stacks.

2.3 The contractor has to carry out following:

- i) Iron Ore: Removal of rejects/ associated rocks / Inter Burden from mine faces generated/encountered during the production of Iron Ore by mechanized means & to load the same into tippers / trucks and to transport the same to specified dump yards at an average distance of approx 1.5 km (one & half kilometer) as per the instruction of the Engineer/Mines Manager.
- ii) Manganese Ore: Removal of rejects/ associated rocks / Inter Burden from mine faces generated/encountered during the production of Manganese Ore by manual & mechanized means& to load the same into tippers / trucks and to transport the same to specified dump yards at an average distance of approx 1.5 km (one & half kilometer) as per the instruction of the Engineer/Mines Manager.

2.4 The annual quantity of Lump, Fines and Waste/Rejects/Inter Burden as mentioned in Clause 2.1 above will be subject to Quantity variation separately as per the quantity variation Clause 4.1 below.

2.5 At present the mining operation at Bhadrasahi mines is suspended due to non-availability of statutory clearances.

2.6 In addition to the above, the contractor has to carry out following:

- a) **Mining:-**

- 1) Complete mining activities including Development, Drilling, Excavation, Crushing, Screening, Loading, Transporting, stacking and loading of Iron Ore and Manganese ore into buyers trucks from Bhadrasahi Iron & Manganese Ore mines of OMDC.
- 2) To undertake mine development and mining operation in a scientific manner as per the approved Mining Plan and approved EIA/EMP through mechanical excavation of Run of Mine (RoM) including overburden. OMDC will make endeavour to increase the production capacity in future and the contractor may be required to match the requirement accordingly.
- 3) Procure, install, operate and maintain suitable machineries and equipment for overburden removal, ore excavation, screening, crushing and transporting of Iron / Manganese Ore as per the approved mining plan.
- 4) To provide and to deploy adequate Heavy Earth Moving Machineries (HEMM) as per the approved mining plan and other mining machineries for mining & transporting of Iron/Manganese Ore to the designated places after weighment and transportation of sub-grade, overburden, waste/rejects to the earmarked places as per the approved Mining Plan.
- 5) The list of minimum quantity of machineries to be deployed is given below:

Sl.No.	Description of Items	Minimum Capacity	Nos.
1	DTH Drill with dust suppression system and compressor (300-350CFM)	95-115 mm dia	05
2	Rock Breaker	50tph	01
3	Excavator	2.5cu.m	03
4	Excavator	1.2cu.m	04
5	Pay Loader	1.8cu.m	10
6	Pay Loader	1.5cu.m	01
7	Dumper	25tonne	28
8	Dumper	16tonne	18
9	Dozer	300HP	02
10	Water Sprinkler / Tanker	10-12KL	02
11	Maintenance Van	7Seater	01
12	Hard Covered Vehicle	5Seater	02
13	Diesel Bowser	4KL	01
14	Crusher & Screening Plant	250TPH	02
15	Screening Plant	150TPH	02
16	Diesel Generator Set	750KVA	02
17	AC Ambulance		01

N.B:

- Successful Bidder shall deploy HEMM and other auxiliary mining equipment in good working condition and not older than 03 years and submit relevant RC copy/road worthiness certificate, fitness etc. to OMDC.
  - However the contractor may be required to deploy additional equipment to achieve production target.
- 6) Compliance of all the conditions as per approved statutory clearances i.e.EC, FC, CTE, CTO, MP, etc and compliances of DGMS circulars/guidelines.

- 7) Contractor shall deploy experienced persons to plan and design the environmental protective structures as prescribed and approved in the Mine Plan & EIA/EMP report as per the standards. On approval from Mines Manager, and suitable permission from the Forest Dept wherever applicable, contractor shall construct the structures such as gully plus /check dam/ garland drain/ toe wall/culverts/drains/catchment pits /retainer wall etc at site.
- 8) Purchase, Install, maintenance & establishment of CUG network in weighbridges and other locations as per the applicable statutory guidelines for proper maintenance of exit & entry gates and installation of CCTV cameras at weighbridges for proper surveillance. The network shall also be integrated with Joda CUG network of Dy. Director of Mines, Joda.
- 9) The Contractor shall install, maintain and calibrate periodically six numbers of electronic pit less Weigh Bridge of minimum 60 Tonne capacity, as per requirement to weigh OB, Sub-grade and ROM of Iron and Manganese Ore & finished product. OMDC has already installed two numbers of electronic pit less Weigh Bridge of 100 tonne each at Bhadrasahi Mine and contractor shall maintain & calibrate the same to weigh OB, Sub-grade and ROM of Iron and Manganese Ore & finished product. The operations of weighbridges will be done by OMDC. The MDO shall ensure no overloading/under loading and also ensure the leveling of the material loaded in the trucks. The contractor shall deploy the required machineries near the weighbridges to ensure correct loading in the trucks and quick dispatch of the material.
- 10) Required communication facility and instrumentation and control system need to be developed by contractor.
- 11) The agency shall establish NABL accredited chemical laboratory near mine site for OMDC as per the guidance/advice of OMDC. The lab shall have facilities to analyze radicals for Iron Ore & Manganese Ore as per the laid down rules in this regard.
- 12) Procurement of Explosive and accessories shall be undertaken by the Contractor and in accordance with applicable laws. If required, OMDC will supply the contractor with the explosive and the cost of such explosive supplied by OMDC shall be recovered from the monthly invoices from the contractor along with other charges @ 17.5% (which may be revised by OMDC from time to time) plus GST as applicable. Blasting shall be undertaken under the supervision of OMDC. Contractor shall ensure sufficient drilling inventory to bring down the frequency of blasting. The Contractor shall ensure that their employees and representatives take effective shelter away from "Danger Zone" at the time of blasting.
- 13) Install 02 nos. of composite Crushing & screening units of 250 TPH capacity each and 02 nos. Screening units of 150 TPH capacity each for obtaining finished product of specific size of Lump Ore(+05mm to 18mm, +10mm to 40mm)and fines (-05mm & -10 mm).
- 14) Transportation of overburden, waste / rejects and top-soil from pit head to designated dump yard (1.5 KM radius).
- 15) ROM from working faces of mines to the Crushing & Screening Plant (1.5 km radius) and transport finished products to designated mineral stack yards by dumper / tipper from crusher / screening plant (2.0 km radius). The Contractor will also do loading of finished products into the trucks of

prospective buyers by mechanized means.

- 16) Transportation of sub-grade materials below 45% Fe (as recommended by IBM as threshold value or any other modification in threshold value issued by IBM from time to time) generated during the course of mining operations during the Contract Period to the stock yard specified for sub-grade.
- 17) If any iron ore containing Fe above 45% and below 55% is produced during the course of operation the same will be stacked separately at designated places(2.0 Km radius).
- 18) Iron Ore with quality above 55% Fe shall be suitably stacked with size ranges as per IBM designated guidelines as per the market requirement to optimize the revenue, as per the advice of Mines Manager/Engineer or his authorized representative.
- 19) Maintain systematic benches, mine faces, haul roads, footpaths in the quarry / mine, natural drainage and dump yard in workable and safe conditions as per provisions of Mines Act 1952 & MMR 1961 & circulars/ guidelines of DGMS.
- 20) Develop service roads and maintain pit- heads at quarry points.
- 21) Make necessary arrangement for de-watering, diverting rain water, water from surface depressions and shallow nallahs in and around the trench and/or any other source which may encounter during course of mining and also during exigencies, as directed by Mines Manager/Engineer or his authorized representative.
- 22) Contractor has to carry out water sprinkling for effective dust suppression in the drilling areas, mine face, haul roads, areas near crushing and screening plant and dump yards etc.
- 23) Contractor shall make own arrangement for Insurance of men and machinery engaged by him.(Cost of insurance to be borne by contractor).
- 24) Contractor shall be required to abide by all statutory rules, regulations and laws as applicable time to time.
- 25) Undertake development and maintenance of stack yard, processing yard, dumping yard, etc . and all incidental works thereto wherever necessary;
- 26) Contractor shall arrange adequate facilities for medical aid and treatment for their staff and workers engaged on the work site including the first-aid facilities. Ambulance shall be made available at Mines by the Contractor during the entire period of work for attending to injury cases.
- 27) Contractor shall provide and maintain illumination of the mine, haul road, dump yard, ore stock yard, loading points, Crusher & Screen area, including all working areas and all other infrastructure of Bhadrasahi iron ore mine as per the standard of illumination specified in DGMS circulars and applicable under extant laws and/or as per the direction of the Mines Manager/Engineer or his authorized representative or as per site requirements.
- 28) Electrical supply shall be drawn by the party from nearest 11 or 33 KV source (approximately 8.00 km from proposed site). The party will draw the O.H. line /



underground cable and install transformer of required capacity along with payment of SD for availing new connection. Forest diversion if any required for laying O.H. line/ underground cable shall be done by the Contractor on behalf of OMDC. The electricity bill as per actual raised on OMDC by TPNODL (TP Northern Odisha Distribution Limited) which shall be deducted from the monthly running bill of the Contractor.

- 29) The Contractor shall facilitate tree felling and transplantation (translocation), if required along with liaising with Forest Dept/ Odisha Forest Development Corporation (OFDC). The details about transplantation is as under:
- i. Transplantation of the standing trees as decided by OMDC or Forest Department has to be done by tree transplanting machine/machine or manual means at the dedicated locations.
  - ii. The tree transplantation would include excavation and digging out of the standing tree up to bottom of its root, filling back, transportation to the new identified location, making pit and re-plantation of the tree.
  - iii. The responsibility of removal of all the hurdles and making roads etc, if not available, would be with the contractor, for which additional machineries would be required to be deployed by the contractor in addition to the tree transplantation machines.
  - iv. All resources, including human, machinery and material resources, will be the sole responsibility of the contractor.
  - v. Trees will be transplanted to safety zone of mine or nearby suitable locations as desired by OMDC or forest department.
  - vi. Transplanted trees shall be maintained /observed for six months after transplanting.
  - vii. At least 80% survival rate of transplanted trees would be ensured by contractor.
  - viii. Undertaking photo/video before and after transplantation.
  - ix. The transplantation work shall be carried out during entire period of contact based on the requirement; as such contractor will be informed by OMDC well in advance to make necessary arrangements to carry out the work.
- 30) The Contractor shall make necessary arrangement of fire fighting system as per DGMS circulars /guideline, Forest Department guidelines and applicable statutes.
- 31) The Contractor shall make own security arrangement for safety and security of their men, machineries & equipment.
- 32) All the hazardous materials shall be disposed off as per the conditions of EIA/EMP and relevant laws governing hazardous materials. All permits to handle hazardous waste as required under Environment Protection Act, 1986 should be in place and adhered.
- 33) In case the Contractor intends to operate the Site through an alternate technology the same shall have to be approved by OMDC and OMDC reserves the right to prescribe suitable capacity of the equipment for the same. In case it involves change in the approved Mine Plan, the Contractor shall be responsible for its approval from the concerned Authority (IBM) with consent of OMDC.
- 34) The contractor shall comply with and assist /facilitate in compliance of all statutory requirements. The contractor shall provide all necessary

documents periodically for filing of returns with the DGMS, IBM, State Mining authorities, OSPCB and / or any other agencies that the current or future statutes so require.

- 35) Year wise material handling schedule should be in accordance with the approved mining plan.
- 36) 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, Transporting and other allied activities. Contractor needs to conduct vibration monitoring for each blast and maintain a record of it as per requirement. Moreover Blasting shall be made under the supervision of OMDC.
- 37) Secondary Blasting will not be allowed for breaking of oversized boulders which will be done by Rock Breaker.
- 38) Sorting and removal of sub grade materials(if any)generated during mining / crushing of Iron and Manganese ore and stacking of the same has to be done at specified area within a radius of 2.0 km at the cost of Contractor for future use as per IBM guidelines as well as to maintain the chemical quality.
- 39) Lifting of accepted quality of ROM of Iron and Manganese from mines and transporting of Iron ore to crusher and Manganese ore to sorting yard after weighment through weighbridge and maintaining necessary records (Challans & Register) will be certified by the Mines Manager or his authorized representative on regular basis. The weighment of the finished product after crushing(Lumps & Fines)will be done before stacking at designated place. Contractor shall also ensure calibration of weighbridge at required intervals as per statute.
- 40) The contractors shall load the minerals into the buyers truck from the designated stack yard.
- 41) Contractor shall ensure the fitness of the dumpers and other mobile equipment to be deployed in the mine as per Statute (DGMS circulars/guidelines) and be inspected by the Mines Manager or his authorized representative for its road worthiness and obtain Gate Pass for entry in the mine and such passes shall be renewed after every three months. No dumper / tipper/ excavator /other mining machineries shall be deployed for any work without permission of the Mines Manager/Engineer or his authorized representative.
- 42) Program of blasting may be obtained by the Contractor from Mines Manager/Engineer or his authorized representative in order to regulate their work for production of ROM, clearing of faces and carrying out subsequent operation viz. sizing, sorting, maintaining chemical quality etc.
- 43) Labour license: The Contractor shall produce labour license after receiving Letter of Award from OMDC before engaging the workers in mining operations.

**b) Crushing & Screening:-**

- 1) The site of the Composite Crushing & Screening Plants shall be Bhadrasahi Iron & Manganese Ore Mines of OMDC as directed by Mines Manager/Engineer or his authorized representative.

- 2) Installing & commissioning of composite crushing & screening plants of capacity 2 X 250 TPH and screening plant capacity of 2 X 150 TPH within 120 days after receiving clearance from OMDC.
- 3) The Crushing & Screening plants shall contain Primary Crushers with suitable secondary/Tertiary crushers as per the requirement along with suitable Screening arrangement with belt conveyors to achieve the targeted production of different sizes. The Contractor has to execute the operation as per the flow sheet with tentative material balance of Crushing & Screening units, proposed to be deployed for production of various products. The Crushing & Screening units should have pollution control devices required as per guidelines.
- 4) The Crushing & Screening Plant should be designed in such a way that different sized products shall be generated. There should not be any overlapping of finished products or mix up of products to avoid frequent shifting without any interruption. The sized materials shall be stacked at designated places.
- 5) Spillage generated during crushing and screening has to be cleared, shifted and dumped at earmarked places by the contractor.
- 6) The Contractor shall make own arrangement for installation of required Dust Suppression System (Dry Fog System) at all material transfer points.
- 7) The Contractor has to deploy water sprinkler at crusher premises, mines areas including stacking areas, haul roads & working sites on regular basis for suppressing the dust formation.
- 8) The Contractor shall make own arrangement to provide sufficient lighting systems at mines, plant and peripheral areas as per standard /statute (DGMS).
- 9) The Contractor shall take required insurance/Group Personal Accident Insurance Scheme for Rs.5.0 Lakh each of personnel engaged by them.
- 10) The Contractor shall employ requisite number of competent, skilled Supervisor/ Foreman etc to execute the work at site as per the requirement of DGMS.
- 11) The analysis results of samples drawn at the respective locations of mines as ascertained by the office of DDM/DDCA, Joda shall be final and binding on the Contractor for releasing payments against production.

**c) Material Transportation:**

**i) Iron:**

- 1) The excavated ROM from the pit head to be loaded to dumper of capacity 25MT or more through excavator and same shall be transported to crusher and screen plant site.
- 2) Contractor has to feed ROM of required size as per mining plan to composite crushing & screening plants of capacity 2 X 250 TPH & screening plants of capacity 2 X 150 TPH by pay loader or dumper based on suitability.

- 3) Lifting and Transporting of different size Iron ore from Crusher shall be transported to designated stack yard through weighbridge and stacking the finished products at Bhadrasahi mines stack yards as per OMDC requirement.
- 4) Weighment of finished product materials shall be done at the installed weighbridge. In case of any problem in the Weighbridge, the finished product will be stacked separately for two days only. Payment will be released after weighment and transportation to the designated stack yard. If weighbridge is not made operational within two days, the production will be stopped and suitable penal action will be taken.
- 5) Contractor has to ensure that there shall be no overloading of tippers/dumpers beyond the permissible limit allowed by State Govt. and any Central Govt. Authority.
- 6) Lifting & stacking of materials (Iron lump and fines, separately) at designated stack yards of OMDC shall be as per direction of Mines Manager/ Engineer or his authorized representative.
- 7) Materials dumped on road-side due to break down of dumper/ tipper during transportation shall be collected, lifted & transported to Stack Yard siding for dispatch within one week by the Contractor without loss of materials.
- 8) In case of breakdown of any loader/ dumper/ equipment/ machineries within blasting zone of mines, the same should be removed immediately.

ii) Manganese:

- 1) The excavated ROM from the pit head to be loaded to dumper of capacity 16MT through excavator and same shall be transported to sorting yard.
- 2) After sorting & picking, the finished product shall be transported to designated stack yard through weighbridge.
- 3) In case of any problem in the Weighbridge, the finished product will be stacked separately for two days only. Payment will be released after weighment and transported to the designated stack yard. If weighbridge is not made operational within two days, the production will be stopped and suitable penal action will be taken.
- 4) Contractor has to ensure that there shall be no over loading of tippers/dumpers beyond the permissible limit allowed by State Govt. and any Central Govt. Authority.
- 5) Materials dumped on road-side due to break down of dumper/ tipper during transportation shall be collected, lifted & transported to respective Stack Yard for dispatch within one week by the Contractor without loss of materials.
- 6) In case of breakdown of any loader/dumper/equipment/machineries within blasting zone of mines, the same shall be removed immediately.

3. **EXTENT AND SCOPE OF CONTRACT**

- 3.1 The detailed scope of work is mentioned for Mining, Crushing & Screening, Material Transportation and truck loading. The Contractor shall be responsible for proper housekeeping and area cleaning of the work to ensure safe working practices as well as deployment of watch & ward at work-site.
- 3.2 The Contractor shall carry out and complete the work in every respect as per the directions of and to the satisfaction of the OMDC/Mines Manager in accordance with the Contract. Further during the course of execution, the OMDC/Mines Manager from time to time shall discuss and issue necessary written instructions, details, directions and explanations, etc., which are hereafter collectively referred to as the "OMDC's Instructions". The same shall include the following:
- 1) The variations or modifications, corrigendum, revisions issued in this regard.
  - 2) Intimating the method or form of payment of bills or intimating any changes thereof.
  - 3) Pull down, removal or break-up and/or re-execution of any works executed by the Contractor which are not in accordance to the Contract.
  - 4) The dismissal from the works of any person employed there upon.
  - 5) The opening up for inspection of any work covered up.
  - 6) The rectifying and making good of any defects.
  - 7) The inspection and carrying out of tests of materials and finished products.
  - 8) Deducting and recovering any amounts, in respect of defective finished Products for which payments had been made, from any amounts due to the Contractor.
- 3.3 If a work is transferred from the jurisdiction of the contractor to any Successor, while the Contract is in subsistence, the Contract shall be binding on the Contractor and the Successor in the same manner and take effect in all respects as if the Contractor and the Successor were parties there to from the inception and then corresponding office of the competent authority of the Successor will exercise the same powers and enjoy the same authority as conferred to the contractor under the Original Contract entered into and the Mines Manager so appointed shall have the same powers as envisaged in the Contract.
- 3.4 If for any reason the Contract is transferred to the Successor of the contractor as above, the Contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the said Successor shall take effect in all respects as if the Contractor and the said Successor had been parties thereto from the date of this Contract.
- 3.5 The Contract shall be governed by the prevailing law in Republic of India.

3.6 In case of demise or dissolution or bankruptcy or insolvency of the contractor or if the contractor causes or suffers any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefits of its creditors or any of them, the OMDC shall be at liberty:

- To terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the Contract may be come vested.(Or)
- To give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

#### 4. **SPECIFICATIONS OF FINISHED PRODUCTS (IRON ORE):-**

##### 4.1 **Quantity:**

- a) The quantity of different items covered by the contract will be as per scope of work (Clause 2.1 of SCC).
- b) The quantities mentioned against Clause 2.1 of SCC shall be prorated to arrive at the monthly target. However, The Mines Manager/Engineer or his authorized representative may vary the monthly target and inform the same at the beginning of the month. The total ROM for Iron ore mined shall not exceed 1.8 Million Tonne per annum and for Manganese ore 0.12 million tonne per annum, unless statutory clearances for increase in capacity are obtained.

##### 4.2 **Quality:**

- a) The ratio of products envisaged to be produced shall be as given at Clause No.2.1 of SCC.
- b) The contractor is to adhere to the quality norms as specified below for each stack of iron ore Lump & Fines and Manganese Lump to be produced.

##### c) **Physical specifications:-**

Particular	Physical specification	Oversize allowed without penalty	Oversize allowed with penalty	Undersize allowed without penalty	Undersize allowed with penalty
Iron Lump	(+)05-18mm (+)10-40mm	5%	10%	5%	10%
Iron Fines	(-)05mm (-)10 mm	5%	10%	Not applicable	
Mn. Lump	10-70mm	5%	10%	5%	10%
Mn. Lump	10-100mm	5%	10%	5%	10%

d) **Chemical specifications:-**

<b>Particular</b>	<b>Chemical specification</b>	<b>Tolerance without penalty</b>	<b>Tolerance with penalty</b>
Iron Lumps(+5-18)mm	≥63%Fe	0.1%	0.5%
Iron Lumps (+10-40)mm	≥62%Fe	0.1%	0.5%
Iron Fines	≥55%Fe	0.1%	0.5%
Mn. Lumps (10-100)mm	≥46%Mn.	0.2%	1.0%
Mn. Lumps (10-70)mm	≥35-46%Mn.	0.2%	1.0%
Mn. Lumps(10-70)mm	≥25-35%Mn.	0.2%	1.0%

5. **AREAS OF OPERATION:**

The proposed Mining area, crushing & Screening areas , dump yards, stack yards and weighbridges etc. will be at earmarked area of operation as shown by the Mines Manager/ Engineer or his authorized representative. The mining operation shall be done as per the Mining Plan /Scheme of Mining approved by IBM. The production of ROM and subsequent crushing should confirm chemical specification as specified in the tender document and certified by Mines Manager/Engineer or his authorized representative.

6. **PERIOD OF CONTRACT:**

- 6.1 The contract shall be for a period of 05 (Five) years from the date of clearance from OMDC for commencement of work. The contract period may be extended for further period of upto 02(Two) years on satisfactory performance of the contract and at sole discretion of OMDC management. The mining lease is currently valid upto 30.09.2030. OMDC is eligible for further extension of mining lease under MMDR Act, 2015/ MMGC Rule,2015 /MCR, 2016. In case, such extension is not granted, the mining operations under the contract would end on 30.09.2030. The Bidder shall not have any right to claim any compensation in this regard.
- 6.2 After issuance of LoA, the contractor shall submit Initial Security Deposit (ISD) within 15 days. The Work Order shall be issued after receipt of ISD.
- 6.3 In case of increase in the production capacity, the contract period will be considered to be over once the contracted quantity in Clause-2.1 of SCC is exhausted.
- 6.4 However OMDC will have the discretion to extend the period of contract for execution of the unexecuted quantity, if any, which couldn't be completed within the schedule period of contract. The rate of Iron Ore Lump, Fines, Manganese Ore Lump, Fines & Waste during the extended period shall be as per Clause-23 of SCC.

7. **WORKING HOURS:**

The working hours at mines for Iron shall be in two shift i.e. from 6 .00 A.M to 2.00 P.M and from 2.00 P.M to 10.00 P.M and for Manganese shall be from 7.00AM to 12.00 Noon & from 1.00 PM to 4.00 PM, on all the working days except Sundays and Holidays. Mining & Crushing activities shall not be allowed during night. On Sundays/Holidays, the job shall have to be done by the contractor as per the requirements which shall be at the discretion of OMDC with permission from Mines Manager/Engineer or his authorized representative. No extra cost shall be paid by OMDC for such work on Sundays/Holidays.

8. **MAINTENANCE OF HINDRANCE REGISTER:**

The contractor shall maintain the hindrance register regarding reasons for short fall of production which will be signed by both contractor's representative and Mines Manager/Engineer or his authorized representative on daily basis.

9. **WORK PROGRESS REPORTS:**

- 9.1 The contractor shall submit progress reports in every 15 days till commissioning of Crusher & Screening Plants and thereafter should submit Daily Management Report covering Drilling, Blasting, Production, Lifting, Stock position, Dispatch register etc., to the Mines Manager/Engineer or his authorized representative as per the format given below:

Sl.	Particulars	For the Date	Cumulative for the month	Cumulative for the year
1	Drill Holes (Nos)			
2	Generation of Over Burden (MT)			
3	Generation of ROM(MT)			
4	Generation of Sub-grade(MT)			
5	Production of Finished products:(Iron)			
A	+5-18/+10-40mm			
B	-05mm -10 mm			
6	Lifting of Finished products:(Iron)			
A	+05-18/+10-40mm			
B	-05mm -10 mm			
7	Production of Finished products :(Mn.)			
A	Mn. Lumps(10-100)mm			
B	Mn. Lumps(10-70)mm			
C	Mn. Lumps(10-70)mm			
8	Lifting of Finished products:(Mn)			



A	Mn. Lumps(10-100)mm			
B	Mn. Lumps(10-70)mm			
C	Mn. Lumps(10-70)mm			

Note:-

- 1) Size of the finished products may be changed as per the requirements of the OMDC.
- 2) If some size is not applicable/available in line with IBM notifications then the same may also be mentioned.

9.2 The OMDC may call the representatives of the contractor for Progress Review Meetings to be held at periodical intervals. The contractor shall depute his representatives for such meetings. For this purpose the contractor shall depute his representatives so that the exact state of progress of work could be reviewed with the Mines Manager/Engineer or his authorized representative.

#### 10. **METHOD OF SAMPLING & ANALYSIS:**

10.1 Quality Analysis Report (both Physical and Chemical) for Iron Ore Lumps as well as Iron Ore Fines and Manganese Ore Lumps issued/certified by DDM/DDCA, Joda will be final and binding and shall be the basis for payment & calculation of penalty.

10.2 Steel and Mines Dept, Govt. of Odisha vide notification dated 28.04.2021 implemented policy of Random Generation of Sampling Locations (RGSL). Contractor has to deploy the requisite men and material for implementation of same in the mine at his cost for inspection of stacked material before dispatch and also fulfill other requirements of notification dated 28.04.2021 & changes carried out from time to time.

#### 11. **LOCAL CONDITIONS:**

11.1 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, facilities for drainage on the site during the work, obstruction in the area, 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.

11.2 Prospective Bidder are requested to visit the Bhadrasahi mine to familiarize the mine working conditions and this is mandatory for submitting the bids. On site visit, mines manager of Bhadrasahi mine will issue site visit certificate and same shall be enclosed along with the tender otherwise tender will be rejected summarily.

11.3 The company shall not entertain any complaints regarding bad working conditions such as roads, road jams, inundation due to water etc. after award of contract.

11.4 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.

**12. DEPLOYMENT OF MINING EQUIPMENT & COMMISSIONING OF CRUSHING & SCREENING PLANT:**

- 12.1 The job as per scope of work is to be done manually as well as through mechanized means during the tenure of the contract at Bhadrasahi mines. The successful Bidder has to mobilize necessary resources to start production of iron & manganese ore as per the time:

<b>Particulars</b>	<b>Period</b>
Deployment of at least 50% of the Mining Equipment specified at OMDC Mines for commencement of mining activities	Within 30 days after receiving the clearance from OMDC to start.
Deployment of 100% of the Mining Equipment specified and Installation, Commissioning and operation of Crusher & Screening Plants for generation of finished product and Loading	Within 120 days after receiving the clearance from OMDC to start

- 12.2 In case of delay in commissioning of Crushing and Screening Plants within the stipulated time by the contractor, a penalty @ Rs 50000/- per week per machine will be levied till the commissioning of the Crushing & Screening Plant and the same will be deducted from the bills of the contractor.
- 12.3 In case the successful Bidder fails to commission the Crushing and Screening Plants and commence production from the Plants within the specified period as mentioned above, the employer reserves the right to get the said work done at risk & cost of the Contractor and recover all the related incurred cost with interest from the Contractor.
- 12.4 The OMDC will hand over the site to the contractor within 07 (seven) days from issuance of clearance to commence work.
- 12.5 However, the Bidder has to provide/ deploy such numbers of equipment in good conditions to meet the monthly targets or any increase / decrease in the monthly targets, as required by Mines Manager/Engineer or his authorized representative. In case of any change in the fleet, the contractor must take prior permission of Mines Manager/Engineer or his authorized representative.

**13. DEPLOYMENT OF MANPOWER/PERSONS**

- 13.1 Mine operations shall be strictly under the supervision and control of such Competent Persons as appointed by OMDC, under the applicable statutes.
- 13.2 Contractor shall possess a Certificate of Registration under Sec 7 of Contract Labor (Regulation & Abolition) Act 1970 before engaging the workers in mining operations.
- 13.3 Contractor shall produce labour license after receiving LOA from OMDC before engaging the workers in mining operations.
- 13.4 The Contractor shall comply with the provisions and procedures of latest Central/State

Government's minimum wages Act and rules made there under in respect of all employees employed by them directly or indirectly for the purpose of carrying out the works. The Contractor shall pay employees' wages not less than the minimum rates of wages, if any, fixed by the Central/State Government from time to time.

- 13.5 The Contractor shall be liable in respect of any damages or compensation payable by law in respect of or in consequences of any accident or injury to any workmen or other person in the employment of the Contractor and the Contractor shall save harmless and shall indemnify and keep indemnified the OMDC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify and keep OMDC indemnified against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the Contract and against all costs and expenses or penalties incurred by the OMDC in connection therewith. In every case, in which by virtue of the provisions of Section-12, Sub-Section(1) of the Workmen's Compensation Act 1923, the OMDC is obliged to pay compensation to a workmen employed by the Contractor, the amount of compensation so paid and without prejudice to the rights of the OMDC, the OMDC shall be at liberty to recover such amount or any part thereof from the security deposit or from the sums due or to become due to the Contractor (whether under this Contract or any other Contract).
- 13.6 The Contractor shall make regular and prompt payment of wages to the labour engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. The Contractor shall send a certificate to the OMDC to this effect by 15<sup>th</sup> day of every month. If it is found that workers are not paid regularly, the Contract is liable to be terminated.
- 13.7 The Contractor shall be solely responsible for deduction and contributions under the Employees Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. The Contractor shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.
- 13.8 Contactor shall deploy persons with prescribed educational qualification, valid certificates of competency and experience to operate, monitor and supervise the works at Mines as per the statutes. Sufficient number of certified Mine Mates and Spotters, experienced in opencast mine operations shall be deployed at every work spot, to ensure safe operations including crushing & screening operations .The numbers mentioned in the table below are only indicative minimum and Contractor shall deploy sufficient supervisory personnel and workmen in the Mine.
- 13.9 Contactor shall inform the list of persons to be deployed in the mine in advance and on examination OMDC will give consent for deployment. The same procedure shall be adhered on each occasion of posting / replacement. Separation of any of such persons deployed shall be informed to OMDC at least one month in advance alongside the replacement proposed.
- 13.10 Preference should be provided to the locals, especially persons belonging to the communities affected by the Project, living inside or contiguously around the ML extent, Bhadrasahi Village / Mandal, Barbil Taluk ,Keonjar Dist and any order issued by State Govt. in this regard.
- 13.11 Contractor shall deploy adequate number of highly skilled, skilled, semi-skilled and unskilled manpower to achieve the production targets. Apart from the same, the indicative list for deployment of manpower for supervision of mining operations from contractor side for safe , scientific and smooth operation is as under;

<b>DESIGNATION / CATAGORY</b>	<b>MINIMUM NUMBER TO DEPLOYED</b>	<b>EDN. QUALIFICATION</b>	<b>MINIMUM POST QUALIFICATION EXPN (years)</b>
MDO PROJECT HEAD / A	1	FCMMCC-R, METAL	15
ASST MANAGER - MINES/A	1	FCMMCC-R, METAL	15
WELFARE OFFICER/A	1	PG + DEG/ DIP IN SW/ LABOUR WELFARE	10
ASST MANAGER- D&B / A	1	FCMMCC-R, METAL	10
ASST MANAGER/FOREMAN DEVP	2	SCMMCC-R, METAL	10
ASST MANAGER/FOREMAN PRODN	2	SCMMCC-R, METAL	10
MINING ENGR	4	PG / GRAD / DIP MINING ENGG	5
Mines Surveyor	1	MSC	5
Mine Foreman	5	MFC	5
Mechanical Engineer	1	PG / GRAD MECH ENGG	10
Electrical Engineer	1	PG / GRAD ELEC ENGG + ESC	10
Environment Engineer	1	GRAD ENV / CIVIL / MINING ENGG + PG IN ENV ENGG / SCIENCE	5
MINE GEOLOGIST	2	PG IN GEOLOGICAL SCIENCE OR GEOLOGY OR APPLIED GEOLOGY OR GEO-EXPLORATION OR MINERAL EXPLORATION	5
Mine Mate / BLASTER	10	MMC	
<u>Weigh Bridge Clerks</u>	<u>20</u>	<u>GRAD IN Sc/ DIP IN ENGG.</u>	-

Abbreviations used:

FCMMCC-R: First Class Mines Manager Certificate of Competency- Restricted

PG + DEG/ DIP IN SW: Post Graduate+ Degree / Diploma in Social Welfare

SCMMCC-R: Second Class Mines Manager Certificate of Competency- Restricted

MSC: Mine's Surveyor Certificate of Competency  
MFC: Mine's Foreman Certificate of Competency  
PG / GRAD MECH ENGG: Post Graduate/ Graduate in Mechanical Engineering  
PG / GRAD ELEC ENGG + ESC: Post Graduate/ Graduate in Electrical Engineering+ Electrical Supervisor Certificate  
GRAD ENV / CIVIL / MINING ENGG + PG IN ENV ENGG / SCIENCE: Graduate in Environmental/ Civil/ Mining Engineering +Post Graduate in Environmental Engineering/ Science  
MMC: Mines Mate Certificate  
GRAD IN Sc/ DIP: Graduate in Science/ Diploma in Engineering

13.12 An attested copy of the prescribed Certificate of Competency of the persons consented to be deployed in the mine shall be deposited with the Mines Manager for records. Contractor shall ensure the entry of names of persons deployed, in prescribed register maintained in the Mine.

13.13 Every person to be regularly deployed in the Mine shall have undergone an Induction Training at an approved Mine Vocational Training Center, at least within last 06 (six) months of deployment and copy of Certification shall be provided to OMDC for records. Contractor shall ensure annual retraining of at least 20% of persons deployed in Mines.

13.14 Contractor shall install a competent Attendance Monitoring System (Bio metric) at Mines, with at least 02(TWO) recording facilities, processing software and IT infrastructure. CCTV cameras shall be installed at biometric attendance recording points for proper surveillance. The network shall be integrated with already available Attendance Monitoring System, installed by OMDC at the Mines' Office premises.

The facility shall be handed over to OMDC after installation for operations. The facility shall be under the strict control of OMDC throughout the tenure of Contract. Contractor shall undertake the maintenance of the facility during the period of contract.

13.15 OMDC shall ensure the enlisting/delisting of persons deployed in the Mines, to the system and monitor the attendance and hours of work.

13.16 Contractor shall ensure the minimum number of manpower deployed at mines with 90 % of their attendance. A suitable mechanism for deployment of above personnel will be developed under discussion with successful Bidder.

**14. BASIS OF WORK MEASUREMENT:**

Sl. No	Activity/Product	Method of Measurement	Unit of Measurement
a)	Mine Development including removal of Over burden and transportation to dumping yard(Average Lead1.5 km)(1 cum=2.2MT)	Weighment at Mines	Ton
b)	Production of CLO(05-18mm)/(10-40 mm)of Iron Ore which includes production of ROM, Transporting of ROM to crushing & screening plant(AverageLead-1.5 km), Screening and crushing of ROM, and transporting the finish product to designated yards(AverageLead-2.0 km)	Weighment at Mines	Ton

c)	Production of (-)05/(-)10 mm fines which includes production of ROM, Transporting of ROM to crushing & screening plant(Average Lead-1.5 km), screening and crushing of ROM, and transporting the finish product to designated yards (AverageLead-2.0 km).	Weighment at Mines	Ton
d)	Generation of Sub-Grade Ore which includes production of ROM, Transporting of ROM to crushing & screening plant(AverageLead-1.5 km), screening of ROM, and transporting the same to designated yards(AverageLead-2.0 km).	Weighment at Mines	Ton
e)	Lifting, & Loading of finished products from Stack Yard to Buyers Truck/Tipper/Dumper including Over loading/under loading.	Weighment at Mines	Ton
f)	Mine Development including removal of Overburden and transportation to dumping yard(Average Lead 2.0 km) (1cum=1.8 MT)	Weighment at Mines	Ton
g)	Production of(10-70mm)of Manganese Ore(+25-35% Mn.) Which includes production of ROM, Transporting of ROM to screening plant (Average Lead-1.5 km), screening of ROM and transporting the finish product to designated yards (AverageLead-2.0 km).	Weighment at Mines	Ton
h)	Production of(10-70mm)of Manganese Ore(+35-46% Mn.)which includes production of ROM, Transporting of ROM to screening plant (Average Lead-1.5 km), screening of ROM and transporting the finish product to designated yards (Average Lead-2.0 km).	Weighment at Mines	Ton
i)	Production of (10-100 mm)of Manganese Ore(+46%Mn.) which includes production of ROM, Transporting of ROM to screening plant (Average Lead-1.5 km), screening of ROM and transporting the finish product to designated yards (AverageLead-2.0 km).	Weighment at Mines	Ton
j)	Generation of Sub-Grade Ore which includes production of ROM, Transporting of ROM to screening plant(AverageLead-1.5 km),screening of ROM and transporting the same to designated yards(Average Lead-2.0 km).	Weighment at Mines	Ton

k)	Lifting & Loading of finished products from Stack Yard to Buyers Truck/Tipper/Dumper including Over loading/under loading.	Weighment at Mines	Ton
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**Note:** In case of any problem in Weighbridges, the products will be stacked separately for two days only. Payment will be released after weighment and transportation to the designated places. If weighbridge is not made operational within two days, the production will be stopped and suitable penal action will be taken.

15. **TERMS OF PAYMENT:** Payment will be released on monthly basis as per the norms of Weighment for the activities as mentioned at Clause No.14 and in accordance with the provisions of BoQ, as per the stages below:

a) **For Items No.(B),(C),(G),(H)&(I) of BOQ related to production of Finished Products:**

- i) 80% of the payment shall be made against production and transportation to the stack yards.
- ii) Balance 20% of the payment shall be made after loading of the Finished Product for sales purpose, duly adjusting for liquidated damages, penalties etc.

b) **For the balance Items of BOQ:**

- i) 100% of the payment shall be made for the work done against the respective BOQ item.

16. **RUNNING ACCOUNT (RA) BILL PAYMENTS:**

16.1 The Contractor shall submit Running Account (RA) bill to the office of Business Head in the first week for the work done during previous month accompanied by documents as listed below:

- a) Statement showing the bill of quantities during the month as mentioned at Clause 14.
- b) Statutory documents namely proof of payment of Wages to the workers /employees (copy of remittance to the bank), statement of statutory payments towards PF, Insurance etc., duly certified by concerned.
- c) GST shall be reimbursed on the bill value at applicable rate against submission of proof of GST payment and GST invoice.
- d) Consumption statement of Electricity & Explosives for blasting during the month as certified by the Electrical Engineer and Mines Manager respectively.

16.2 Payment in terms of the Contract shall be payable by the OMDC within Thirty (30) days of receipt of each "Running Account Bill" in the office of Business Head of OMDC, supported with all the requisite documents as mentioned at Clause 16.1 above. However, no interest shall be paid for any delay in payment of "Running Account-Bills." Payment will be made after deduction of TDS & Penalties, etc., if any.

16.3 Payment shall be made through Electronic Payment Mode and advice shall

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 shall be entertained after the said 10 days. The Contractor shall also make payment to the workers through bank.

16.4 The OMDC shall recover all costs, charges, damages or expenses from the bills of contractor, which the OMDC have paid or incurred, if any, which the contractor is liable under their Contract.

**17. SETTLEMENT OF FINAL BILLS:**

17.1 Payment of Final Bill will be released by OMDC (excluding Security Deposit & penalties, if any) certifying that, the contractor 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 Contractor. Final Bill will be released within 90 days of submission of the above certified documents.

17.2 The balance material at the end of the contract will be evaluated as per the BOQ item rate for the contract. The rate for non-BOQ items, if any, will be arrived with third party evaluation / mutual agreement.

17.3 Security Deposit will be released immediately on submission of "No Due Certificate" by the contractor, after completion of 180 days from the completion of contract period.

**18. TAXES AND DUTIES:**

18.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies including seigniorage fee, etc., and charges assessed on the Contractor, or their employees by Municipal, State or Central Government Authorities and produce receipts thereof, if required, in support of payment for verification by the Employer. In case of failure of production of receipts regarding these seigniorage fee etc. the due amount, together with penalties, and interest as levied by concerned authorities will be recovered from the bills of the Contractor and paid to the Government Authorities by the Employer. However in case of failure of production of receipts regarding other payments, the same shall be dealt as per the Rules and Laws in-vogue.

18.2 The rates quoted by the Contractor for items in Indian currency shall be inclusive of all taxes, duties, levies etc. (excluding GST which shall be reimbursed at applicable rates) that are prevailing on the base date i.e. the last date of submission of tender or last date for submission of revised price bid, if any, whichever is later.

18.3 During the tenure of the contract, if any new taxes, duties, levies etc. are imposed or the existing rates undergo changes, as notified by the Government and become applicable to the subject works, the claim for the same shall be reimbursed by the Employer on production of documentary evidence. Similarly, any benefits accruing to the Contractor on account of withdrawal, /reduction in any existing taxes, and duties, levies etc., shall be



passed onto the Employer.

- 18.4 Any new taxes, duties, levies etc. are imposed or the existing taxes, duties, levies undergo changes as notified by the Govt. beyond the contractual period; the claim for the same shall be reimbursed by the Employer on production of documentary evidence. Similarly, any benefit accruing to the Contractor on account of withdrawal, reduction in any existing taxes, duties, levies etc. shall be passed on to the Employer.
- 18.5 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.
- 18.6 The Income Tax and other applicable Tax liabilities of Contractor's Mines Managers /experts/technicians shall be paid by the Contractor directly and the Employer shall neither be liable to pay the Income Tax and other applicable personal Tax liabilities nor for filing the tax return for Contractor's Mines Managers/experts/technicians.
- 18.7 The Base Date of the Contract Price shall be the last date of submission of tender or last date for submission of Revised Price Bid, if any; whichever is later for the purpose of statutory variations, imposing of new taxes or abrogation of existing taxes, duties, levies etc.
- 18.8 No payment will be made to the Contractor on account of Capital Cost of procurement or installation of Crusher/ Crushers and Screening Plant/ Plants or for any implication of taxes & duties in connection with the procurement & installation of Crusher/Crushers and Screening Plant/Plants as these will be the property of the Contractor. No variation in taxes and duties in this regard will be entertained.

19. **DEDUCTION OF INCOME TAX AT SOURCE**

- 19.1 Deduction at source towards Income Tax calculated at the rates prescribed from time to time under relevant provisions of Indian Income Tax Act, 1961 shall be made from the bills/invoices of the Contractor and the amount so deducted shall be deposited with the Income Tax Department and requisite TDS Certificate to this effect will be issued at the end of each quarter. In case Contractor is exempted from deduction of Income Tax at sources or eligible for lower deduction of Income Tax, the same may be considered for giving effect by the Employer, subject to furnishing such Exemption Certificate issued by Income Tax Department to this effect.

20. **DEDUCTION FROM CONTRACT PRICE:**

- 20.1 The Employer shall be entitled to recover along with applicable rate of interest all costs, charges, damages or expenses which the Employer may have paid and for which the Contractor is liable under the Contract, by appropriating in part or whole, the Security Deposit furnished by the Contractor. In the event of the Security Deposit being insufficient, the balance shall be deducted from any sum by then due or which at any time there after may be come due to the Contractor under this or any other Contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Employer, on demand, the remaining balance due along with applicable rate of interest by means of a demand draft drawn in favour of the Employer. The rate of interest

applicable in such case shall be 13.5% p.a. as of now. However, rate of interest chargeable at the time of actual recovery shall be as updated by the Employer on annual basis.

21. **FINAL BILL/LAST MONTH'S BILL:**

Final Bill / Last Month's bill for the work done will be recommended by Personnel I/c 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.

22. **PENALTIES:**

**22.1 Penalty for deviation in Physical Specifications:**

- a) In case the quantity of undersize/ oversize in a stack exceeds the maximum limit of 05% (five) as specified in Clause 2.1 above, payment for the excess quantity between 05%(five) to 10%(ten) shall be restricted to 80% (eighty) of the BOQ rate.
- b) If the undersize / oversize exceeds 10% (ten) for a particular stack, the entire quantity of the stack shall be rejected. No payment shall be made to the contractor by OMDC for the quantity in that particular stack.

c) **Illustration-1:**

Total Quantity of stack	:4,000t
<b>Quantity as per size specification (Quantity qualifying for full payment)</b>	<b>:3,400t</b>
Quantity of undersize + oversize	:360t
	=09%
Quantity to be qualifying for full payment @05% =200t	
Quantity to be qualifying for 80% payment up to05% =160t	
Payment for undersize+ oversize	:160 x BOQ rate x 80%

d) **Illustration-2:**

Total Quantity of stack	:4,000t
Quantity as per size specification	:3,240t
Quantity of undersize + oversize	:760t(19%)
Exceeding 10% due to undersize+ oversize	
<b>Payment to be made for the stack of 4,000t</b>	<b>:Nil</b>

## 22.2 **Penalty for deviation in Chemical Specifications:**

### i) Iron Ore:

- a) In case the fall in Fe content in a stack exceeds 0.1%, a penalty equal to Rs.5.00 (five) per ton for each 0.1% or part thereof of fall in Fe shall be levied on the entire quantity of stack, for the fall between 0.1% to 0.5%.
- b) If the fall in Fe content in a stack exceeds 0.5%, the entire quantity of the stack shall be rejected. No payment shall be made to the contractor by OMDC for the quantity in that particular stack.

### ii) Manganese Ore:

- a) In case the fall in Mn content in a stack exceeds the tolerance of 0.2%, a penalty equal to Rs.10(ten) per ton for each 0.1% or part thereof of fall in Mn shall be levied on the entire quantity of stack, for the fall between 0.2% to 1.0%.
- b) If the fall in Mn content in a stack exceeds 1.0%, the entire quantity of the stack shall be rejected. No payment shall be made to the contractor by OMDC for the quantity in that particular stack.

### iii) Illustrations:

Iron Ore Lumps(+10-40)mm with  $\geq 62\%$ Fe

i)	Minimum Fe as per the specification	:62.0%
ii)	Minimum Fe as per tolerance	:61.9%(Shortfall 0.1%)
iii)	Actual Fe of the stack produced	:61.7%(Shortfall 0.3%)
iv)	Fe shortfall between 0.1% to 0.5%	:0.2%
v)	Total stack quantity	:4,000t
vi)	Penalty	:4,000txRs.5/tx2=40,000

Iron Ore Lumps (+5-18)mm with  $\geq 63\%$ Fe

i)	Minimum Fe as per the specification	:63.0%
ii)	Minimum Fe as per tolerance	:62.9%(Shortfall 0.1%)
iii)	Actual Fe of the stack produced	:62.1%(Shortfall 0.9%)
iv)	Total stack quantity	:4,000t
v)	Payment to be made for the stack	:Nil-Fe fall exceeded 0.5%

Manganese Ore Mn. Lumps(10-70)mm with 25-30% Mn

i)	Minimum Mn as per the specification	:25.0%
ii)	Minimum Mn as per tolerance	:24.8%(Shortfall 0.2%)
iii)	Actual Mn of the stack produced	:24.4%(Shortfall 0.6%)
iv)	Mn shortfall between 0.2%to1.0%	:0.4%
iv)	Total stack quantity	:4,000t
v)	Penalty	:4,000t xRs.10/tx4 =160,000

## 22.3 **Penalty due to delay in Signing of Agreement, Commencement of Mining activities, Commissioning of Crushing & Screening Plant:**

- a) The non-compliance or delay in compliance of specified milestones will

attract penalties as follows:

Sl. No.	Particulars	Milestone	Penalty for non-compliance
1	Signing of Agreement	Within 30 days from the date of Issue of LOA	No payment of any kind shall be released against any bill till the signing of the agreement.
2	Commencement of Mining activities.	Within 30 days after receiving the Clearance from OMDC to start.	If the reasons are attributed to contractor, penalty of Rs.50,000 per week shall be levied.
3	Commissioning of Crushing & Screening Plant	Within 120 Days after receiving the clearance from OMDC	If the reasons are attributed to contractor, penalty of Rs.50,000 per week per machine shall be levied.

b) The shortfall in desired output will attract liquidated damages as follows:

Sl. No.	Particulars	Milestone	Penalty for non-compliance
1	<u>For Iron Ore</u> Shortfall in achievement of production of Finished Product as per the monthly target mentioned at 4.1(b)	Monthly target from the date of commissioning of Crushing & Screening Plant.	i) above 95%: Nil ii) above 90 upto 95%: 5% on payable rate as per BOQ against respective item, for the shortfall quantity. iii) Below 90%: 10% on payable rate as per BOQ against respective item, for the shortfall quantity in addition to penalty at(ii)above.
2	<u>For Manganese Ore</u> Short fall in achievement of production of Finished Product as per the monthly target mentioned at 4.1(b)	Monthly target from the date of commissioning of Crushing & Screening Plant.	i) above 95%: Nil ii) above 90 upto 95%: 5% on payable rate as per BOQ against respective item, for the shortfall quantity. iii) Below 90%: 10% on payable rate as per BOQ against respective item, for the shortfall quantity in addition to penalty at(ii)above.
3	<u>For Iron Ore:</u> In case ratio of Iron Ore Fines exceeds 44% out of the total production of Iron Ore ROM	The ratio shall be assessed on Quarterly basis	Payment for the excess quantity of Iron Ore Fines shall be restricted to 80% of the BOQ rate

4	<u>For Manganese Ore:</u> In case ratio of Manganese Ore Lump(+25-35%Mn) (10-70mm) exceeds 59.83 % out of the total production of Manganese Ore ROM	The ratio shall be assessed on Quarterly basis	Payment for the excess quantity of Manganese Ore Lump(+25-35%Mn) (10-70mm) shall be restricted to 80% of the BOQ rate
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- c) The other non-compliances of contractual obligations will attract penal charges as follows:

Sl. No.	Particulars	Milestone	Penalty
1	Non-Compliance of safety parameters	Monthly	Any penalty imposed by Statutory authorities to be recovered.
2	Non-Compliance of Environment parameters	Monthly	Any penalty imposed by Statutory authorities to be recovered.
3	Non-deployment of i. Water Sprinkler for dust suppression on haul roads ii. Dry Fog/Dust Extraction(DE) System in Crusher Plant	Monthly	To be deducted from monthly bill@ Rs.5.00 (five) per tonne of monthly production for each omission
4	Compliance of filing statutory registers and making statutory payments	Monthly	To be deducted from monthly bill@Rs.1.50 (One and half) per tonne of monthly production.
5	Non lifting of material dumped within OMDC premises due to breakdown of equipment or any other reason while transporting to stack yard.	Monthly basis	A penalty of 05% (five) of material value as determined by ASP declared by IBM
6	Non-shifting of finished material/sub Grade though it is available at crusher site	Monthly	A penalty of 05% (five)of material value as determined by ASP declared by IBM.

**23. PRICE VARIATION (ESCALATION/DE-ESCALATION):**

- 23.1 The Base Date of the Contract Price is last date of submission of tender or last date for submission of Revised Price Bid, if any, whichever is later.

23.2 The escalation / de-escalation amount will be payable to the agency separately. Change in price will be given on account of change in price of diesel and Labour rate as per the formula at Clause No.23.4 below. The escalation on account of Diesel and Labour shall be calculated separately for Manganese Ore and Iron Ore. The diesel and labour component for escalation/ de-escalation amount is as per Clause No. 23.3 below. The escalation bills will be processed on monthly basis.

**23.3 Labour and Diesel Component**

Minerals	Labour Component	Diesel Component
Iron	11.06%	22.80 %
Manganese	44.94%	18.64%

23.4 Escalation/de-escalation is applicable on account of changes in price of diesel and minimum wages of work men as per the formula given below.

**a) For Diesel:**

$V_d = [\text{Diesel Component} \times (\text{Pr} - \text{Pb}) \times R] / \text{Pb}$ , Where:

Vd	Escalation/de-escalation amount on account of change in price of Diesel.
Pr	Revised rate of diesel on the 1st (first) day of the Month
Pb	Rate of diesel on Base Date
R	Gross value of work done on the basis of contract rates for the Period for which variation is applicable

**b) For Minimum Wages:**

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

:

$V_L = \text{Labour Component} \times W \times (X_r - X_o) / X_o$ , Where:

V <sub>L</sub>	Escalation/de-escalation in awarded Rate per unit of Measurement on account of change in Minimum Wages
W	Gross value of work done on the basis of contract rates during the month
X <sub>r</sub>	Revised Weighted Average Minimum Wages as on 1st (first) day of the month (for Unskilled, Semi-skilled, Skilled and High skilled categories of Workers) based on the minimum wages as notified by the Regional Labour Commissioner (Central), Bhubaneswar
X <sub>o</sub>	Existing Weighted Average of Minimum Wages on the Base Date (for Un skilled, semi-skilled, skilled and High skilled categories of workers and which is based on the minimum wages notified by Regional Labour Commissioner(Central),Bhubaneswar).

**23.5 Effective Date:**

a) Revision on account 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 account of Diesel Rate: - The diesel rate prevailing on the first day of a month, shall be considered for calculation of escalation/de-escalation amount for the whole month. The diesel rate available at nearest outlet at Barbil duly certified by Oil Marketing Companies / Authorized Agencies/ Authorized Dealers will be considered.

**23.6 Price adjustment (Upward or Downward):**

- a) The Price Adjustment (plus or minus) due to Variation in Minimum Wage rate (Central Government) and Diesel price shall be made as mentioned in Clause No. 23.4 above.
- b) The statutory variation in Taxes, Duties shall be reimbursed at actual on production of documentary evidences.
- c) The price adjustment bill shall be considered monthly.

**24. BLASTING:**

Procurement of Explosive and accessories shall be undertaken by the Contractor and in accordance with applicable laws. Blasting shall be undertaken under the supervision of OMDC. The cost of blasting including handling cost & explosive cost including accessories (SMS/SME or Cartridge) shall be borne by contractor.

**25. ELECTRICITY:**

The contractor will draw electricity from its nearest 11 or 33 kV source by Taking necessary permission from TPNODL (TP Northern Odisha Distribution Limited) and DFO, Keonjhar for laying of HT OH line power in forest land. The Contractor 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 etc. shall be paid by the OMDC. The Contractor shall install the substation with suitable rated Transformer and all other accessories for crusher operation. The Contractor shall also install TPNODL (TP Northern Odisha Distribution Limited) certified 3phase digital energy meter with all accessories to display KWH, KVAH, and Power Factor etc. for calculation of energy charges as per the norms of TPNODL (TP Northern Odisha Distribution Limited). The Contractor shall maintain the Power Factor Level (0.92 or above) as per statutory norms by install in 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 TPNODL (TP Northern Odisha Distribution Limited) with the energy bill. The monthly electricity bill shall be paid by OMDC and the amount shall be deducted from the running account bill of the contractor on monthly basis.

26. **CUG SYSTEM:**

26.1 Purchase, Install, maintenance & establishment of CUG network in weighbridges and other locations as per the applicable statutory guidelines for proper maintenance of exit & entry gates and installation of CCTV cameras at weighbridges for proper surveillance. The network shall also be integrated with Joda CUG network of DDM. Contractor also to implement point No.1 to 18 of the check points for proper maintenance of surveillance system of minerals traffic as per details given below:

<b>Sl. No.</b>	<b>Check Points</b>
1	One gate for entry & One gate for exit for minerals carrying vehicles
2	Proper checking of vehicles (Transit pass & other documents by security personnel at entry & exit point
3	Proper maintenance of Register for In & Out at Entry and Exit point
4	CCTV at entry & exit point
5	Mines Supervisor at loading point for surveillance of vehicle Entered in the mines and loading
6	Passing of loaded vehicles through Govt. approved weighbridge(W/B)inside the lease hold area
7	Surveillance system at parking place to prevent overloading by drivers
8	Witnessing of mining staff at Govt. approved W/ B inside the lease hold
9	Deployment of Guard sat main gate exclusively to enquire the vehicles waiting outside the gate.
10	Round the Clock security to be deployed at main gate with one Representative from OMDC along with gate in- charge to monitor all he activities at the gate
11	Number plate of all minerals carrying vehicles should be welded Registration no. should be mentioned all side of the Dala with Phone no. of the owner
12	Digital display of Weighment of trucks outside the W/B
13	Two nos. of camera with recording facility at W/Bone for capture Of the Truck HEAD. No. and other for capture face of the driver
14	One camera at office for record in got the mineral loaded vehicles moving towards the plant & other camera for keep surveillance of Movement haul roads and security personnel
15	One month back-up of the recording facilities all cameras and six Month Back-up in storing server
16	Reconciliation of trucks entered and dispatched from the lease hold
17	List of truck with all details such as HEAD .No. ,Owner's name, transporter name should be provided well in advance by transport Contractor and same vehicles only will be allowed in the mines premises
18	Provisions for issuing loading slip at main gate to Truck driver by OMDC representative at entry gate with entering truck details



27. **REGISTERS & FORMS:**

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

- a) Form A Format of Employee Register.
- b) Form B Format of wage Register.
- b) Form D Format of attendance register.
- c) Form E Format of register of rest /leave/leave wages.
- d) Form J Register of Minor Accident.
- e) Any other Form/Register/Record as required and directed by the Mines Manager/ Personnel I /c or their authorized representative.

27.2 All the above registers are to be kept in the Mine Office during working hours and should be readily available for inspection by the OMDC/ authorized representative or by the Statutory Authorities. During the execution of the work, if there is any change in the Form A, the same should be reported forthwith to the Mines Manager. No name of persons should be added inform-A Register without the 'express permission' of the Mines Manager. Identity Cards are to be issued by the Contractor to all workmen engaged. The costs of Photographs for Form-A Register, Vocational Training Center(VTC) and Identity Cards are to be borne by the Contractor. Before engagement, the employees should be imparted Basic Training at VTC and also undergo Initial Medical Examination (IME). The Contractor shall furnish copies of Returns filed with DGMS to OMDC in time.

28. **ENVIRONMENTAL AND FOREST LAWS-**

The Contractor shall be solely responsible and liable for contravention of Environmental or Forest Laws arising out of their acts or omissions. The Contractor will indemnify the OMDC against any legal action taken by the State/Central Government. The Contractor shall be solely responsible and liable for compliance of EIA/EMP and SPCB norms.

29. **OPERATING AUTHORITY:**

Mines Manager/Engineer 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.

30. **INITIAL SECURITY DEPOSIT/ RETENTION MONEY/SECURITY DEPOSIT:**

30.1 **Initial Security Deposit (ISD):** Initial Security Deposit for the work shall be @02% (two) of contract price. The ISD amount shall be deposited in the manner mentioned in the letter of intent.

30.2 **Retention Money / Security Deposit:** Retention Money @ 7.5% (7.5% for the first Rs.100 lakhs plus 05% (five) of the balance value exceeding Rs 100 lakhs) will be deducted from each running account bill. The Retention Money shall be released after the satisfactory completion of the work as per Clause 31 below of SCC.

30.3 The Public Sector Enterprises or State/Central Government Undertakings/ Micro & Small Enterprises (MSEs) listed with NSIC will not be required to submit Security Deposit, but however they shall submit "Performance

Guarantee Bond” in lieu of Security Deposit in the prescribed pro forma equivalent to the value of Security Deposit covering the period of contract +defect liability period + 6 months (Claim period).

- 30.4 OMDC 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 respects and settlement of Final Bill, the Security Deposit will be returned to the Contractor without any interest on presentation of an No Demand Certificate in the form as may be prescribed by OMDC. No claim shall lie against OMDC on any account whatsoever in respect of their Contract after the receipt of No Claim Certificate from the Contractor.
- 30.5 OMDC 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 OMDC or otherwise available under the law.
- 30.6 Any dues of OMDC against the Contractor under the Contract resulting from award of work to some other Contractor at the “Risk and Cost” of the defaulted Contractor shall be adjustable against the Security Deposit (SD) and if SD is in sufficient, the same could be recovered from the defaulted Contractor.
- 30.7 In case of the termination of the Contract by the Contractor, OMDC shall have right to forfeit the Security Deposit.
- 30.8 The Security Deposit shall be refunded to the Contractor within 180 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 payment sand cleared all their obligations under the Contract.

### 31. **RETURN OF SECURITY DEPOSIT**

- 31.1 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 the end of each year @25% of the Security Deposit amount and the balance after completion of the contract period or such extended period, if any, and on production of No Objection Certificate (NOC) from Mines Manager, Personnel, Security, Stores, Quality Control and Finance Department.
- 31.2 Security Deposit will not carry any interest.
- 31.3 The Contract shall not be considered as completed until the Contract Completion Certificate have been signed by the Mines Manager or their authorized representative and delivered to the OMDC/Business Head stating that the Contract work has been completed and maintained to his satisfaction.

32. **SAFETY:**

32.1 In addition to the points mentioned in Clause No 11.0 of GCC the following safety measures are to be ensured by the Contractor.

- a) The Contractor shall be responsible to ensure safety of the work men engaged for the jobs.
- b) Contractor will not be allowed to sublet the work without prior permission of Mines Manager/Engineer or his authorized representative, except in special circumstances which needs to be recorded in writing and with due approval of Management of OMDC.
- c) Mines Manager/Engineer or his authorized representative must ensure that the Contractor's employees use safety appliances /PPE' sat the work sites.
- 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) Contractor must ensure that all the working areas are as per provisions of Mines Act, Regulations & Rules and by laws 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 OMDC. 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 to be imposed on the Contractor:

Sl. No.	Job/Area	Violation	Penalty
a)	Working at Height Without safety belts & height pass	After 3 repeated violations	Rs.10,000/-
b)	Electrical fittings	After 3 repeated violations	Rs.10,000/-
c)	Non-use of vital safety appliances	a) After 3 repeated violations b) For any serious accident	a) Rs. 10,000/- b) Rs. 20,000/-
d)	Improper sloping shuttering overhangs	a) After 3 repeated violations b) For any serious accident	a) Rs. 10,000/- b) Rs. 20,000/-
e)	Uses of improper tools /tackles	a) After 3 repeated violations b) For any serious accident	a)Rs.5,000/- b)Rs. 10,000/-

32.2 The penalty shall be decided after investigation and obtaining the report either from Mines Manager/Engineer or his authorized representative or from the Committee, if formed for the same. The penalty shall be decided by Business Head in consultation with Mines Manager/Engineer or his authorized representative and will be deducted from the RA bill with information to the Contractor. Record of such penalties imposed shall be maintained by OMDC.

33. **MISCELLANEOUS:**

33.1 The contractor shall produce the dumpers for inspection at OMDC'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/Engineer or his authorized representative. All the dumpers shall be fitted with DGMS approved type of audio-visual alarm system, blind spot mirrors, proximity sensor device etc. If dumpers are found unfit after such inspection, the contractor shall immediately replace such dumpers.

33.2 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 Order book by the Mines Manager/Engineer or his authorized representative. The Order book will always be kept at the site of the work.

33.3 The contractor shall not allow any visitors on the work site without the Permission of the Business Head/Agent/ Mines Manager/Engineer or his authorized representative.

33.4 Extra ordinary 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 high ways and bridges

33.5 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 and 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.

33.6 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 and sludge and for temporary crèche where 50 or more women are employed at a time.

34. **CONTRACTOR'S ASSET ACQUISITION BY OMDC**

34.1 Upon termination or expiry of period of contract, the OMDC shall have first right of refusal to purchase the fixed assets (weighbridge or any other item) of the Contractor at a value

determined by an independent valuer to be appointed jointly by OMDC and Contractor. The Contractor shall provide assistance to OMDC in this regard and shall provide all the necessary details including original specifications, invoices, date of purchase, usage and maintenance history and expected residual life etc.

34.2 Contractor may offer first charge on all its fixed and current assets to its Lenders if any. However, it will be obligatory for the Contractor and/or its Lenders to seek offer for the fixed assets of the Contractor from OMDC as the foremost preferred buyer.

34.3 In the event OMDC does not purchase the fixed assets within a period of 90 days from the date of termination or expiry of this Contract, the mining service provider may sell the fixed assets to any third party(s).

35. **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.

36. **IEM (INDEPENDENT EXTERNAL MONITOR) & NODAL OFFICER FOR INTEGRITY PACT:**

- (i) 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.
- (ii) The Independent External Monitors (IEM) are Shri Sudhanshu Sekhara Mishra, E112, Falcon Residency Apartments, Near KIIT, Patia, Bhubaneswar-751024, Dist-Khurda, Odisha, Mobile No. 9938622897, e-mail id- [ssmishra.995@gmail.com](mailto:ssmishra.995@gmail.com) and Shri Sanjeev Prasad Narain Singh, House No.-A-354, Nilgiri Apartments, Alaknanda, New Delhi-110019, Mobile No.9873851571, e-mail id- [spns108@gmail.com](mailto:spns108@gmail.com).
- (iii) The Nodal Officer is Shri Bidu Bhusan Gomango, General Manager (Commercial) & Business Head OMDC Mines, At/Po-Thakurani, Via Barbil Dist-Keonjhar,Odisha-758035 Mobile No. 9491032209, Email id- [gomango@vizagsteel.com](mailto:gomango@vizagsteel.com).

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

<b>MINES OFFICE:</b> At/Po-Thakurani, Via Barbil Dist- Keonjhar, Odisha-758 035 Ph.06767-275777 E-mail: bh.omdc@birdgroup.co.in	<b>REGD. OFFICE:</b> Ground Floor- 271, Bidyut Marg, Unit – IV Shastri Nagar, Bhubaneswar (Odisha) e-mail: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> , <a href="mailto:birdgroup@eth.net">birdgroup@eth.net</a>
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**LETTER OF SUBMISSION OF TENDER,  
ARTICLES OF AGREEMENT  
GENERAL CONDITIONS OF CONTRACT  
FOR**

Sub: “COMPLETE MINING OPERATION INCLUDING DEVELOPMENT, TRANSPORT, CRUSHING, STACKING AND LOADING OF IRON ORE & MANGANESE ORE INTO BUYERS TRUCKS AT BHADRASAHI IRON ORE & MANGANESE 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 LIMITED**

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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 to award the work of "COMPLETE MINING OPERATION INCLUDING DEVELOPMENT, TRANSPORT, CRUSHING, STACKING AND LOADING OF IRON ORE & MANGANESE ORE INTO BUYERS TRUCKS AT BHADRASAHU IRON ORE & MANGANESE 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 OPERATION INCLUDING DEVELOPMENT, TRANSPORT, CRUSHING, STACKING AND LOADING OF IRON ORE & MANGANESE ORE INTO BUYERS TRUCKS AT BHADRASAHU IRON ORE & MANGANESE 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 OPERATION INCLUDING DEVELOPMENT, TRANSPORT, CRUSHING, STACKING AND LOADING OF IRON ORE & MANGANESE ORE INTO BUYERS TRUCKS AT BHADRASAHU IRON ORE & MANGANESE ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA.”

- 4. Time is the essence of the Contract. The installation of crushing & screening will be completed and generation of sized Iron Ore will commence within 120 days after receiving clearance from OMDC. The mining Work shall be considered as completed in all respects only after fulfilling all the contractual obligations under the Contract.
- 5. The Employer hereby covenants to pay the Contractor in consideration of the above Work, the Contract Price in the manner described in the Contract.
- 6. 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.
- 7. The Courts in Bhubaneswar only shall have jurisdiction over the dispute. However, the disputes, if any, shall be settled by Arbitration mentioned in the General Conditions of Contract.

- a) Arbitration and Conciliation: Any claim, dispute or difference relating to or arising out of this agreement or the subject matter of this agreement shall first be referred to the Managing Director (MD)/OMDC for amicable settlement of the dispute/ difference of opinion through the mechanism of conciliation. Before commencing the process of resolution through conciliation, the MD /OMDC is bound to give a notice in writing either party intimating the time, date and venue of such meeting where the conciliation would take place. The parties may be given an opportunity to place their respective stand before the conciliator.

In the event, the conciliation fails, the parties are free to refer the matter for arbitration, preferably of a sole arbitrator. In the event the parties fail to agree on the name of a single arbitrator, each party is free to nominate its own arbitrator and the arbitrators so nominated shall appoint a presiding arbitrator. The arbitration shall be subject to laws of India and to the Arbitration and Conciliation Act,1996 as may be amended from time to time. The seat and venue of arbitration shall be at Bhubaneswar, Odisha or as would be agreed upon by the arbitrator(s). The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

- b) All disputes arising out of or in any way connected with this contract or the subject matter of the contract shall be deemed to have arisen in Bhubaneswar, Odisha. Only the courts in Bhubaneswar shall have jurisdiction to the exclusion of all other courts.
- 8. 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.

**1.0 DEFINITIONS**

1.1 **Definitions:** In the Contract (as hereinafter defined) the following word sand 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 registered 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 Authorized 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 (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, STACKING AND LOADING ON TO BUYERS TRUCKS ETC., OF IRON ORE & MANGANESE ORE AT BHADRASAHI IRON ORE & MANGANESE ORE MINES OF OMDC IN BARBIL, KEONJHAR, ODISHA**

## 2.0 INTERPRETATIONS

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.
- 2.1 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.
- 2.2 “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.
- 2.3 The Contract and all correspondence between the Employer and the Contractors 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 Contractors 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 Work Order 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.

Having submitted the tender, the contractor is deemed to have inspected and examined the site and surroundings and satisfied himself about the ground realities and all the facilities available in the mining area.

- 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 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 at least 50% of the Mining Equipment specified at OMDC Mines for	Within 30 days after receiving the clearance from OMDC to start.

commencement of mining activities	
Deployment of 100% of the Mining Equipment specified and Installation, Commissioning and operation of Crusher & Screening Plants for generation of finished product and Loading	Within 120 days after receiving the clearance from OMDC to start

**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 & OCCUPATION OF SITE:**

- a) On receipt of written request from the Contractor, access to and occupation 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 occupation 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 or 33 kV source by taking necessary permission from TPNODL and DFO, Keonjhar 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 suitable rated Transformer and all other accessories for crusher operation. The Agency shall also install TPNODL 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 TPNODL. 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 TPNODL 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.

Contractors shall abide by all the terms & conditions as specified by Employer.

- 11.4 The Contractors 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 Mines Manager 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 here

of) 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 License 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 license 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, MMDR Act 1957, MCR,1960 AND MMR ( REGULATIONS)- 1961:** The Contractor shall follow the provisions of Mines Act-1952, Mines Rules-1955, MMDR Act 1957,MCR 1960 and 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 license 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 occupation 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.
- xvi. The Contractor shall follow all statutory norms, procedures, rules and regulations amended from time to time during the currency of the Contract. No extra payments will be admissible in case of changes in any statutory norms, procedures, rules and regulations.

### **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 (90 Days)	@ 9.62%				To the agency against bank guarantee of that deducted amount in every financial year. The validity of the BG period will be 06 months 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%				
	<b>Minimum wages as on 01/10/2020</b>	<b>427.00</b>	<b>534.00</b>	<b>639.00</b>	<b>745.00</b>	The amount reimbursed to the contractor on account of gratuity /retrenchment shall be limited to the amount deducted on this account. However, the contractor is liable for payment to his workmen as per the relevant act.

**Note:**

- i. The above recovery rates are effective from 01/10/2024 (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.
- i. Where the employer is satisfied that the contractor is not observing or adhering to the conditions as laid down in rule 27 of the MCR, 1960 or the terms and conditions of the lease deed executed by the employer with the state government or is deviating from such conditions or deliberately avoiding or ignoring due observance of such terms and conditions, then the employer shall immediately give 15 days notice to show cause to the contractor and if the contractor fails to show sufficient cause, then the employer would be at liberty to terminate the contract either partially or fully, at it's discretion.

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/ 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, 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.

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 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:**

The arbitration and jurisdiction clause as indicated in the Articles of Agreement shall also form a part of this GCC.

**22.0 JURISDICTION :**

In case of any dispute, Courts at Bhubaneswar shall have exclusive jurisdiction.

**23.0 NON-WAIVAL OF DEFAULTS:**

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.

**24.0 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).

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