

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

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SPECIAL CONDITIONS OF CONTRACT

FOR

ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

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SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

Scope of Work in detail is mentioned as under but not limited to:

- A. Carrying out DGPS survey work within Belkundi ML area;
- i. Conduct DGPS Survey of Belkundi ML area to identify & demarcate (with RCC pillars) forest land area, Broken-up area (falls within HAL Forest, SABIK Forest & Non- forest), Safety Zone area, Surface Right Area, topographical survey etc. strictly as per the procedure prescribed in the Consolidated Forest Guidelines dated 29.12.2023, under Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and van (Sanrakshan Evam Samvardhan) Rules, 2023.
 - ii. Preparation of KML file and shape files of ML area adhering to check list of Odisha Forest Department over
 - a. forest land to be diverted, patch wise/forest compartment wise and component wise,
 - b. non forest land, part / survey number wise and Village wise
 - iii. Preparation of Forest Compartment Map (in 1:16000Scale) and Contour Map(in 1:5000 scale & 1:4000 scale) of ML area, calculation of area of all Forest compartments covered within the ML boundary and calculation of item wise, compartment wise area falling under mining, waste dump, infrastructure, safety zone etc. as per approved Mining Plan.
 - iv. Preparation of DGPS Survey Report.
 - v. Certification and authentication of the above DGPS Survey Report & the maps and DGPS Forest Block map as prepared by ORSAC by respective competent authority of Forest Department, Revenue Dept., Dy. Director of Mines and the ORSAC.
 - vi. Submission of authenticated DGPS Survey Report along with .kml files; shape file etc to OMDC.
 - vii. Details of DGPS Survey over degraded forest land over 816 ha. (CA Land required double to the extent of remains area proposed for diversion over 407.866 ha.) with proper demarcation on field as specified in State Forest Dept. Guidelines for Diversion of total forest land and obtaining suitability certificate from concerned authorities as well as authentication of said DGPS survey map and required CA schemes as required for the purpose. Alienation of 19.214 ha. of non-forest govt. Land already carried out in mouza Benidihi under Banspal Tahasil from the concerned authorities.

B. Preparation and Submission of FDP

- i. Preparation of the Cost-Benefit Analysis for the Project apart from other documentation required for submission of FDP of Belkundi ML.
- ii. Tree Enumeration and preparation of Tree Enumeration Report under the guidance and supervision of Odisha State Forest Department for preparation of FDP.

- iii. Preparation of any other report, which may be or is required to submit FDP for obtaining FC for Belkundi ML.
- iv. Submission of FDPs application through online in Parivesh Portal for Belkundi ML.
- v. Ensure full responsibly towards completeness of FDP application uploaded in Parivesh Portal.

C. Identification of De-graded forest land for Compensatory Afforestation (CA)

- i. Identify the total CA land requirement (including safety zones) for the entire ML extent subsequent to inclusion of Sabik Kisam Forest. Evaluate the net present CA land requirement after considering the CA land provided earlier under 1998 FC approval.
- ii. Assist OMDC for necessary liasoning for in Identification of suitable de-graded forest land (double in extent of the forest land proposed for diversion) for CA in consultation / guidance of with Odisha State Forest Department,
- iii. Carry out DGPS Survey of CA land, Fix the boundary of identified / surveyed CA land patches with Reinforced Cement Concrete Boundary Pillars and Display Board with Brick work as per prevailing guidelines for Odisha State Forest Dept.
- iv. Preparation of KML file of the patches of land selected for CA including Survey Maps.
- v. Obtain Suitability Certificate from the Range Officer in charge / DFO of concerned District Keonjhar, for the CA land and the DGPS Survey Map with boundary coordinates and authentication of same from from the concerned authorities and ORSAC if required.
- vi. Prepare 10 (ten) year Compensatory Afforestation Plan (CAP) in consultation with Odisha State Forest Dept.& guidelines issued for such purpose and obtain necessary approval of the same.

D. Co-ordination and Liaison for Stage -I Forest Clearance

- i. Co-ordinate and liaison with Odisha State Forest Department and other concerned dept's of the State as well as Central Govt's for obtaining the desired documents/maps/ certificates.
- ii. Follow up with Odisha State Forest Department for acceptance of FDP of Belkundi ML area.
- iii. Presentation before the Nodal Officer / Screening Committee (PSC-I and PSC-II)for acceptance and forwarding of FDP for further process.
- iv. Assist in preparation of compliance as per the observations/comments of the PSC-I and PSC –II and re-submission of the same for acceptance and approval.
- v. Arrange, co-ordinate and assist in Joint Inspection with DCF/CCF/PCCF or any other Govt authorities for Site-Inspection for ML area forest land as well as CA land identified.
- vi. Co-ordinate and liaison with PCCF, Odisha State Forest Department and Govt of Odisha for forwarding the FDP to MoEF & CC, GoI.
- vii. Co-ordinate/liason and presentation of FDP before Forest Advisory Committee, MoEF & CC, GoI for grant of Stage- I in –principle FC for Belkundi ML area.

E. Obtaining “FRA Certificate” from the concerned authorities under the Forest (Rights) Act 2006.

Consultant shall facilitate to obtain FRA Certificate under the Forest (Rights) Act 2006 for balance area of 561.485 ha. as OMDC is already obtained FRA Certificate under the Forest (Rights) Act 2006 for area of 134.422 ha.

- i. Make application for issuance of FRA Certificate under the Forest (Rights) Act 2006.
- ii. Assist and follow up with District Collector’s Office /District Panchayat to facilitate and make arrangements to conduct Ward Sabha /Gram Sabha at village level as applicable and necessary for the balance area.
- iii. Engage with Gram Panchayat/ Municipality and organize / convene Ward Sabha / Gram Sabha.
- iv. Submission of minutes of Ward Sabha / Gram Sabha and its recommendation in the prescribed format to District Collector’s Office through proper channel to Sub-Divisional Level Committee (SDLC) and District Level Committee (DLC), as the case may be.
- v. Follow up with Sub Divisional Committee (SDLC), Divisional Committee (DLC), as the case may be for Issuance of Certificate under FRA 2006.
- vi. Obtain FRA Certificate from the competent authority under the Forest (Rights)Act 2006.

F. Compliances of Stage-I FC conditions

Consultant shall

- i. carry out the any study (such as Wildlife Management Plan, Bio Diversity Study etc) as mentioned in Stage-I Clearance letter or as mandated to obtain Stage-II FC from the authorities, prepare the Reports over such studies and get the approvals of prescribed competent authorities for such Study Reports.
- ii. Undertake necessary actions to comply the conditions mentioned in the Stage - I FC, in full and complete.
- iii. Prepare Compliance Report in full and complete, on Stage-I FC conditions and submit the same in Parivesh Portal.

G. Co-ordination and Liaison for Stage- II FC

Consultant shall :-

- i. Provide necessary assistance including follow up, maintaining liaison with Odisha State Forest Dept.; Govt of Odisha and MoEF & CC, GoI in obtaining the necessary approvals and FC from MoEF & CC, GoI.

- ii. Co-ordinate and liaison with Odisha State Forest Dept at all levels and Govt of Odisha for forwarding the Stage- I Compliance Report to MoEF & CC, GoI for grant of Stage- II Final FC.
- iii. Assist OMDC in organising visits of delegations / sub-committees to site as and when necessary along with necessary documents and presentation for field verification / inspection if any.
- iv. Provide necessary technical clarifications, additional documentation and / or presentation to such teams.
- v. Carry out all related and/or incidental activities required for obtaining clearances/approvals for completion of the assignment in total.
- vi. Co-ordinate/liasion and presentation of FDP/Stage- I Compliance Report before Odisha State Forest Dept/ Govt of Odisha / Forest Advisory Committee, MoEF& CC, GoI, grant of Stage- II Final FC.

Note: - Any work required for obtaining Stage-I & Stage-II FC from MoEF & CC,GoI for Belkundi ML area under Section 2 (1) (ii) and under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 other than the above mentioned works shall also be under the scope of the Consultant and also prepare necessary documentation & authentication including DGPS Survey to identify & demarcate forest land extent, Compensatory Afforestation site or any other required survey map / documents to the concerned administrative authorities.

H. Documents/information/Inputs from OMDC

OMDC shall provide copy of

- a) Land Schedule of ML extent,
- b) executed ML document with ML Deed sketch/map& extension orders,
- c) Approved Mining Plan,
- d) Documentation of EC application,
- e) Any other relevant information to the extent available,
- f) FC Stage- II achieved vide F. No. 8-88/96-FC dated 26.02.1998 of MoEF, GoI, and Maps.
- g) Memo No.510 dated 09.02.2021 of Tahasildar, Barbil under Govt. of Odisha Guidelines dated.12.02.2015
- h) CA Land provided and CA Charges paid.
- i) NPV Paid Details
- j) FRA approvals
- k) Any other relevant information to the extent available,

OMDC shall deposit the associated statutory payments, balance NPV charges if any, CA charges and any other statutory fees/ payments as assessed during processing to be required for obtaining FC.

I. Deliverables

- a) Submission of the raw and processed data of DGPS Survey with in Belkundi ML area and CA land area to OMDC.
- b) Submission of 03 hard copy(ies) of authenticated total forest area DGPS Survey map as prepared by ORSAC in respect of Belkundi ML area and CA land area and soft copy in pen drive to OMDC.
- c) Submission of 02 hard copy(ies) of accepted FDP application by Odisha State Forest dept and soft copy in a Pen Drive to OMDC.
- d) Submission of all the desired documents including FDP application in full to Odisha State Forest Dept, Govt of Odisha and MoEF & CC, GoI required to process the FDP application in hard copy or soft copy as the case may be and subsequently same to OMDC.
- e) Submission of every subsequent modified drawings, documents submitted during the processing of FDP application, in soft and hard copies as above to OMDC.
- f) Submission of tree enumeration report and all other reports prepared to obtain FC in hard copy as well as in soft copy to OMDC.
- g) All reports, drawing, maps etc shall be submitted in colour.

2. Period of Contract

- a. Total contract period of obtaining Stage- II final FC shall be 15 (FIFTEEN) months for the FDP under Section 2 (1) (ii) the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980. For obtaining various clearances, timeline as follows; "T" is the start date of engagement with OMDC. Consultant shall plan works accordingly to complete the entire work in 15 months and below sub-division of timeline is tentative & for guiding purpose:

Sl. Nos.	Milestone	Timeline in months
1	Obtaining Forest Clearance (FC) Under Section 2 (1) (iii) of FC Act for execution of Supplementary Lease Deed before 30.04.2026. The time period may be extended with sufficient justification to the satisfaction of the Management (OMDC) that the delay is beyond the control of the consultant / agency.	T+4
2	DGPS Survey of related works, CA Land Identification and related works,	T+4

	pillar posting & approval of Map for both Forest area & CA Land involved, tree enumeration work and related works etc	
3	Preparation of Form-A, FDP & e-filing of Forest Diversion Proposal, allotment of State Sl.no. and its transmission from Nodal Officer to DCF& Collector	T+6
4	Site Inspection by DCF and Part-II compilation, Ward Sabha / Gram Sabha and processing of NOC under FRA,2006	T+7
5	Site Inspection by CCF and Part-III compilation ,NOC underFRA,2006 from the District Collector, Keonjhar	T+8
6	Part-IV compilation by PCCF,	T+9
7	Part-V compilation by State Govt.	T+10
8	Stage-I approval	T+11
9	Compliance of Stage I conditions	T+12
10	Forwarding the Compliance of Stage I conditions from Odisha State Govt to MoEF & CC, GoI	T+14
11	Stage-II approval	T+15
Total		15 months

- b. The time period may be extended with sufficient justification to the satisfaction of the OMDC Management that the delay is beyond the control of the consultant/agency.
- c. At any point of time, OMDC may terminate the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMDC. OMDC may at its sole discretion terminate the awarded work without any risk and responsibility if the agency does not able to provide the services as per the target, specifications and other conditions mention in this NIT.

3 LOCAL CONDITIONS:

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

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

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

4 TERMS OF PAYMENT:

4.1 No advance shall be paid to Consultant.

- 4.2 Consultant shall priorities the work of preparation, submission & other related works of Forest Diversion Proposal (FDP) under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 to obtain FC on fast track. In case, OMDC observes that Consultant is not taking keen interest to complete the work of FC approval required under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 on priority basis, no payment shall be released to consultant on completion of other milestones also and OMDC may initiate the short closure of contract on cost of Consultant.
- 4.3 Payment shall be made within 30 days after submission of invoices.
- 4.4 Terms of payment for FC for Diversion of forest land for Belkundi ML will be as under for completion of each milestones, if any milestone is not carried out or not completed that payment for that milestone will not be released.
- 4.5 Any local or outstation visits by Consultant's staff are to be arranged by themselves. No charges to be paid extra to Consultant by OMDC regarding local or outstation conveyance purpose.
- 4.6 Printing/Scanning/report binding expenses are in the scope of the consultant.
- 4.7 The details of phase wise payments are tabulated below:

Sl.No	Description	Payment
1	Obtaining Forest Clearance (FC) Under Section 2 (1) (iii) of FC Act for execution of Supplementary Lease Deed before 30.04.2026. The time period may be extended with sufficient justification to the satisfaction of the Management (OMDC) that the delay is beyond the control of the consultant / agency (05 %)	25 % of total Work Order value
2	Conducting Tree enumeration and preparation of Tree canopy density report and completion of other related works (05 %)	
3	Identification of CA land, DGPS survey and erection of RCC pillars, preparation of CA Plan, obtain Suitability Certificate and completion of other related works (10 %)	
4	Preparation and submission of Forest Diversion Proposal (FDP) under Section 2 (1) (ii)&2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 to Parivesh Portal (05 %)	
5	Forwarding the Forest Diversion Proposal (FDP) under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 from Govt. of Odisha to MoEF & CC, GoI for Stage I FC (10 %)	15 % of total Work Order value
6	Forwarding the Forest Diversion Proposal (FDP) under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 from Govt. of Odisha to MoEF & CC, GoI for Stage I FC (05 %)	
7	On receiving in-principle approval from MoEF& CC, GoI / Govt. of Odisha under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 (05 %)	10 % of total Work Order value
8	On receiving Stage I FC from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 (05 %)	
9	Obtaining 'No Objection Certificate' from the concerned authorities under the Forest (Rights) Act 2006(20 %)	30 % of total Work Order
10	Compliances to conditions in in-principle approval from	

	MoEF& CC, GoI / Govt. of Odisha under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, preparation and submission of compliance report through Parivesh Portal to Odisha State Forest Dept (05 %)	value
11	Compliances of Stage-I Clearance, preparation and submission of compliance report through Parivesh Portal to Odisha State Forest Dept(05 %)	
12	On receiving of Final Approval from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 (10 %)	20 % of total work order value
13	On receiving of Stage II final FC from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 (10 %)	

4.8 Note: Any other work relevant or required for diversion of forest land falling within Belkundi ML, under Section 2 (1) (ii) and under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 shall be in the scope of the Consultant and for which no additional payment shall be borne by OMDC in any circumstances.

5 **TAXES AND DUTIES:**

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.

5.6 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.

5.7 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.

5.8 No payment will be made to the Contractor on account of Capital Cost of procurement or for any implication of taxes & duties in connection with the procurement as these will be the property of the Contractor. No variation in taxes and duties in this regard will be entertained.

6 DEDUCTION OF INCOME TAX AT SOURCE

6.1 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.

7 DEDUCTION FROM CONTRACT PRICE:

7.1 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.

8 FINAL BILL/LAST MONTH'S BILL:

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

within 90 days of receipt of completed set of certified bills. Security Deposit will be released after completion of 180 days from the completion of contract period.

9 PENALTIES:

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

- 9.1 In case the selected agency abandons the work in any point of time, the LoA/work order/contract may be terminated along with forfeiture of EMD, Security Deposit, performance security, at sole discretion of OMDC. Further, OMDC reserves the right to approach the Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L-1 price and on acceptance of the same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder. If the Bidder(s) who has submitted the next lowest Price Bid fail to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 7 (seven) days then LoA/Work order may be cancelled by OMDC at its sole discretion. Further, OMDC may float the limited tender or go for an open tender for remaining work at the risk and cost of bidder.
- 9.2 In case the agency abandons the work in any point of time, 10% of the balance awarded work value shall be recovered from the performance security and payables available with OMDC.
- 9.3 Blacklisting of the Contractor. If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/Central PSU/State PSU.

10 PRICE VARIATION (ESCALATION/DE-ESCALATION):

The rate accepted shall be firm and fixed during the tenure of contract and no price escalation shall be allowed.

11 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.

12 OPERATING /USER DEPARTMENT:

Geology dept/Mines Manager 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.

13 RETURN OF SECURITY DEPOSIT

- 13.1 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 completion of the contract period or such extended period, if any, and on production of No Objection Certificate (NOC) from Geology Department.
- 13.2 Security Deposit will not carry any interest.
- 13.3 The Contract shall not be considered as completed until the Contract Completion Certificate have been signed by the Geology Department and

delivered to the OMDC/Business Head stating that the Contract work has been completed and maintained to his satisfaction.

14 SAFETY:

- 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 Geology dept./Mines Manager or his authorized representative, except in special circumstances which needs to be recorded in writing and with due approval of Management of OMDC.
 - c) Geology dept./Mines Manager or his authorized representative must ensure that the Contractor's employees use safety appliances at the work sites.
 - d) The Contractor shall maintain good housekeeping at the worksite for safe working.

15 MISCELLANEOUS:

- 15.1 The contractor shall not allow any visitors on the work site without the Permission of the Geology dept./Business Head/Agent/ Mines Manager or his authorized representative.
- 15.2 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.
- 15.3 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.

16 CONTRACTOR'S ASSET ACQUISITION BY OMDC

- 16.1 Upon termination or expiry of period of contract, the OMDC shall have first right of refusal to purchase the fixed assets 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.
- 16.2 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.
- 16.3 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 contractor may sell the fixed assets to any third party(s).

17 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.

18 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)& Nodal officer for integrity pact :
 - (a) Tenderers are required to unconditionally accept the “ Integrity Pact” enclosed to the tender document and shall upload the same duly signed along with their bids. Bids received without integrity pact duly signed, shall not be considered.
 - (b) The Independent External Monitor (IEM) is Shri Sudhanshu Sekhara Mishra, E112, Falcon Residency Apartments, Near KIIT, Patia, Bhubaneswar-751024, Dist-Khurda, Odisha, Mobile No. 9078389875, e-mail id- smishra.099999@gmail.com.
 - (b) The Nodal Officer Shri Sudhir Kumar Dash, General Manager(Commercial), OMDC Ltd., Plot No.-271, Ground Floor, Bidyut Marg, Shanti Nagar, Unit -IV, Bhubaneswar, Odisha - 751001, Mobile No. 7671828347, Email id - bhubaneswar.bgc@gmail.com.