

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

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SPECIAL CONDITIONS OF CONTRACT

FOR

**LOADING, TRANSPORTING AND LEVELING OF IRON ORE SCREEN FINES
WITHIN THE AVERAGE RADIUS OF (1.2 Kms.) AT BAGIABURU IRON MINES OF
OMDC.**

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SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

The selected bidder will have the following scope of work to be executed on turnkey basis as under:-

- a.** The agency shall load, transport and level the Iron Ore screen fines in **lots** of suitable quantity within the average radius of (1.2 kms.) at Bagiaburu Iron Mines of OMDC from the Iron ore screen Fines Dump/heap. The approximate quantity of material to be handled shall be 2,00,000 MT. The tentative quantity of material to be handled shall increase or decrease by OMDC as per requirement. The average quarterly target shall be 50,000 MT subject to availability of sufficient space.
- b.** The agency should deploy suitable no(s) of excavator, loader & tippers/dumpers or other machineries of adequate capacity to complete the job. The agency may increase the number of machines as required by the company on demand to achieve the targeted production.
- c.** The agency should prepare haul road, dust suppression arrangements, proper benching of the screen Fines dump/heap and/or other preparatory works required to execute the job.
- d.** The agency shall have to shift/transport the left over excess Iron ore screen Fines from the designated stacks after completion of despatch from the stacks to buyers for the purpose of evacuation of the stack as per OMPTS Rule and amendment thereof.
- e.** Clearing/leveling and other preparatory works of stacking ground shall be carried out by the agency after completion of loading activity by the buyers from the stacks and also before preparation of new stacks.
- f. Note:** - Primarily this tender is for loading, transporting and leveling of **Iron ore screen fines**. However, the Agency shall have to be agreed for Loading, Transporting, and leveling of **Iron ore Lumps/CLO/Other Iron ore Product(s)** as per instruction of the OMDC at the same Rate and terms & conditions of the tender.

2. Period of Contract

- a. The contract shall be for a period of 12 (twelve) months from the date of issuance of LOA/ Work Order/ Agreement, whichever is earlier and may be extended maximum up to another 01 (one) year period at the sole discretion of OMDC with the approval of the MD, OMDC. However, OMDC reserves the right to curtail the contract suitably on its discretion.
- b. 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 SUBMISSION OF BILLS & TERMS OF PAYMENT:

A) SUBMISSION OF BILLS:

The Tenderer/contractor will submit duly certified bills on calendar monthly basis as per verification details by the office of the DDM, Joda in the office of Business Head in triplicate. The work done shall be verified & signed by the concerned Mines Surveyor, checked and signed by the Mines Foreman(s)/Mining Supervisor(s) of the Mines and confirmed and certified by the Mines Manager who will mark it to the Agent of the Bagiaburu Mines and the same to be forwarded to the In-charge Finance department at Mines who will forward the same to Business Head for approval. Deductions as per terms of work order or statutory requirements shall be made.

B) TERMS OF PAYMENT:

- a) Initially 70% of the payment shall be made against the completed monthly loading, transporting and levelling in tonnage basis as per verification details by the office of the DDM, Joda (As per **Form 'S'**) and certified by the concerned Mines Manager, verified/agreed by the Agent of the Bagiaburu Mines and approved by the Business Head.

Balance payment shall be released after final despatch of mineral in tonnage basis meant for sale through OMDC weighbridge and evacuation of the stacks as per OMPTS Rule and amendment thereof.

Note:-Total final payment for the work done shall be calculated on the basis of final despatch of mineral in tonnage basis from the stacks meant for sale through OMDC weighbridge and evacuation of the stacks as per OMPTS Rule and amendment thereof.

- b) No advance shall be paid to the agency.
- c) Payment shall be made within 30 days after submission of invoices.
- d) Any local or outstation visits by Agency's staff are to be arranged by themselves. No charges to be paid extra to the agency by OMDC regarding local or outstation conveyance purpose.

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

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:

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 the Mines Manager, In-charge personnel department at mines 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 LIQUIDATED DAMAGE (LD):

In case the contractor fails to start the work within one month of the LOA/LOI/Agreement whichever are later, liquidated damage (LD) for a sum equal to ½ % of the value of contract plus GST as applicable per month of delay and any part thereof shall be recovered from Final bills subject to a maximum of 5% of value of contract. Provided, however, if the causes of delay to start the work of loading and transporting is beyond the reasonable control of the Agency, Liquidated Damage (LD) can be waived and/or re-assessed at the discretion of MD, OMDC and till then the LD amount shall remain withheld from the RA Bills of the Agency.

10 PENALTIES:

A. 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:-

- 10.1 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.
- 10.2 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.
- 10.3 Blacklisting of the Contractor-If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/Central PSU/State PSU, then OMDC has the right to terminate the contract.

B. The Agency shall complete the target within the time, in default of which penalty shall be imposed upon the Agency. For the purpose of calculation of penalty, **quarterly review** shall be done. The average quarterly target shall be 50,000 MT subject to availability of sufficient space in the mines for stacking of the Iron ore screen fines.

If the Agency fails to fulfill the target during any quarter a penalty @ 5% of the awarded Rate shall be withheld per MT of shortfall in achievement from any amount payable to the Agency or the Security Deposit.

In case the causes of failure to achieve the target are beyond the reasonable control of the Agency, penalty can be waived and/or re-assessed at the discretion of BH, OMDC.

11 PRICE VARIATION (ESCALATION/DE-ESCALATION):

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

12 MINERAL CONCESSIONS, ENVIRONMENTAL AND FOREST LAWS-

The Contractor shall be solely responsible and liable for contravention of the Occupational Safety, Health and working conditions Code 2020, Rules, Regulations, Bye-Laws and orders made thereunder, M.C.Rule,2016 and MMDR Act 1957 arising out of their acts or omissions. The Contractor will indemnify the OMDC against any legal action taken by the State/Central Government.

13 OPERATING /USER DEPARTMENT:

Mines Manager or his authorized representative and Mines Agent shall certify the execution of the jobs as per the contract terms & conditions and the Mines Manager 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.

14 RETURN OF SECURITY DEPOSIT

14.1 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 Mines Manager, In-charge personnel department at mines and Agent of the Bagiaburu Mines.

14.2 Security Deposit will not carry any interest.

14.3 The Contract shall not be considered as completed until the Contract Completion Certificate have been signed by the Mines Manager and Agent of the Bagiaburu Mines and delivered to the OMDC/Business Head stating that the Contract work has been completed and maintained to his satisfaction.

15 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 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) 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.

16 MISCELLANEOUS:

16.1 The contractor shall not allow any visitors on the work site without the Permission of the Mines Manager/ Agen or his authorized representative.

16.2 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 rates 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.

16.3 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.

17 CONTRACTOR'S ASSET ACQUISITION BY OMDC

17.1 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.

17.2 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.

17.3 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).

18 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.

19 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.**