

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

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SPECIAL CONDITIONS OF CONTRACT

FOR

**General Maintenance and Allied works at Bagiaburu, Thakurani, Bhadrasahi, Belkundi Mines
Head Office, Bhubaneswar and Delhi Office of OMDC.**

INDEX OF SPECIAL CONDITIONS OF CONTRACT

Sl.	Particulars	Page
1	Scope of Work	2-2
2	Period of Contract	3-3
3	Local conditions	3-3
4	Area of Operation	3-3
5	Date of Commencement of Job	3-3
6	Award of Contract	3-3
7	Submission of Bills	4-4
8	Terms of Payment	4-5
9	Working Hours	5-5
10	Taxes and Duties	5-6
11	Deduction of Income Tax at Source	6-6
12	Deduction from Contract Price	6-6
13	Final Bill/Last Month's Bill	6-7
14	Penalties	7-7
15	Price Variation	7-7
16	Environmental and Forest Laws	7-7
17	Operating / User Department	7-7
18	Return of Security Deposit	7-8
19	Safety	8-8
20	Miscellaneous	8-8
21	Contractor's Asset acquisition by OMDC	8-8
22	Contract document	9-9
23	IEM (Independent External Monitor) & Nodal Officer for Integrity Pact	9-9
24	Termination of Contract	9-9
25	Risk & Purchase	9-9
26	Statutory Compliance	9-10
27	Damage to OMDC Properties	10-10
28	Legal Capacity of Tenderer	10-10
29	Legal & Miscellaneous Obligation of the Agency	10-11

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

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

1.1 “General Maintenance and Allied works at Bagiaburu, Thakurani, Bhadrasahi, Belkundi Mines Head Office, Bhubaneswar and Delhi Office of OMDC” shall include the following jobs as detailed below –

NAME OF JOB	Daily Man power requirement	Remarks
i) Safety & Security of Forest under Mines areas, to prevent cutting of tree ,wildfire, and boundary line cleaning as and when required	Skilled -02heads Semi skilled-09 heads <u>Un-skilled - 01 head</u> Total- 12 heads	Tools and Tackles will be issued by the company as per requirement. The same will be returned back to the company after completion of the contract. If the agency fails to hand over the same, the company should deduct the cost towards the Tools & Tackles from the security deposit of the agency. Necessary consumable like brooms, phenyl, bleaching powder etc. will be provided by OMDC
ii) Bushes cutting, Gardening, and cleaning in colony areas and ancillary works. iii) Boundary line jobs, Camp Maintenance at Belkundi & Bagiaburu Mines & Colony areas.	Skilled -06heads Semi skilled -00 heads <u>Un-skilled - 25 heads</u> Total- 31 heads	
i) Maintenance of Pipe Line, Pump House & Filter Bed at Thakurani.	Skilled -04 Heads <u>Semi skilled -05 Heads</u> Total- 09	
ii) Camp Maintenance at Thakurani.	<u>Un skilled - 11 Heads</u> Total- 11 Heads	
Iii) Up-Keeping & sanitation of colony & office at Thakurani.	Skilled - 01 Heads <u>Un-skilled - 11 Heads</u> Total- 12 heads	
Iv) Dresser for Thakurani Central Hospital.	<u>Skilled - 01 Heads</u> Total- 33 Heads	
iv) Maintenance of Pipe Line, Pump House & Filter Bed at Bhadrasahi Mines, Roida v) Boundary line jobs, Camp Maintenance and Sanitation work at Bhadrasahi Mines & Colony areas. vi) Up keeping in Bhubaneswar Office, Guest house, and Delhi Office.	Skilled -06heads Semi skilled -06 heads <u>Un-skilled - 13 heads</u> Total- 25 heads Grand Total – 101 heads	

The above Man power requirements are indicative which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made as per contract award rate of different categories of Workers.

- 1.2 The detailed work to be carried out by the Agency’s workmen shall be intimated by the Management from time to time.
- 1.3 The Agency should ensure that the workmen working under it do not divulge any secret of the Company or indulge in any activity which is prejudicial to the interest of OMDC.

2. **PERIOD OF CONTRACT**

The contract shall be for a period of 1 (one) year from the date of issuance of LOA/ Work Order/ Agreement, which may be extended for another period of 01 (One) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC).

3 **LOCAL CONDITIONS:**

- 3.1 It is presumed that the Bidders have examined the conditions of the mines in general and the area where job is to be carried out in particular and have studied the condition themselves. The contractor is advised to visit the site(s) in order to ascertain local conditions, traffic restriction, labour strength, wage structure and all other factors likely to affect the rate to be quoted by him against the tender. He will be deemed to have quoted for the incidence of extra cost, if any, due to such site conditions and other factors.
- 3.2 The company shall not entertain any complaints regarding bad working conditions after award of contract.
- 3.3 Any data given by the Employer/Department are indicative and the Employer is not liable for any claim for any deviation from any data made available in the tender document.

4. **AREA OF OPERATION:**

At different work places of Bagiaburu, Thakurani, Bhadrāsahi, Belkundi Mines Head Office, Bhubaneswar and Delhi Office of OMDC. The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the Tender document. The OMDC will provide the concerned official for showing the location of workplace.

5. **DATE OF COMMENCEMENT OF JOB :**

The date of commencement of the contract will be intimated in LOA/work order.

6. **AWARD OF CONTRACT:**

- i. The successful bidder will submit the split of the final quoted price i.e. after reverse e-auction against Sl.No.6 & 8.
- ii. The Company reserves the right to accept or reject the tender without assigning any reason thereof.
- iii. Award of contract/purchase order shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reasons thereof. For such cancellation the tenderer shall not be entitled to claim any cost, damages, charges, expenses incidental there-to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- iv. OMDC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- v. The agency needs to work at Thakurani, Bagiaburu, Bhadrāsahi, & Belkundi Mines of OMDC, Barbil.

7. SUBMISSION OF BILLS:

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

- i. Attendance record of the workmen deployed by the agency for the relevant month.
- ii. The wages sheet of workmen deployed by the agency for the relevant month with GST challan & return copy.
- iii. Bank statement for crediting the net wages amount to the individual bank accounts of the workmen – duly certified by the concerned Bank.
- iv. PF Deposit Challan, ECR and Payment confirmation copy of the relevant month.
- v. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance).
- vi. Any other statutory deductions if so will be submitted for the relevant month with the invoice. The monthly bills in triplicate shall be submitted in the office of Business Head, OMDC, Thakurani.

8. TERMS OF PAYMENT:

8.1 The agency shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. Payment on monthly basis will be made through RTGS/ NEFT.

8.2 The monthly payment to the agency will be on the basis of monthly attendance record of the deployed workmen, as per the rates quoted by the agency in the price bid.

8.3 The agency has to submit the monthly bill in triplicate duly certified by the concerned department/ head of controlling officer of General Maintenance at Mines along with the Attendance sheet, wages sheet, EPF, GST. The bills will be forwarded to the personnel department for necessary verification then same bill shall be forwarded to the finance department for Consideration of payment which shall be made after approval of Business Head.

8.4 Payment Schedule to the agency :-

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

8.5 Disbursement of wages by the agency to the workmen:-

- i. Irrespective of the release of payment by OMDC, the agency shall have to disburse the wages/ payment to his workmen **within 7th day of the succeeding month**.
- ii. The agency will be required to make payment of wages etc. to its workers through bank.
- iii. The agency shall submit bank statements in support to such payment immediately on remittance of the funds.

8.6 Deduction from monthly Running Account Bills:-

- i. **Deduction from monthly Running Account Bills @16 % on wages (Basic + VDA)** will be made towards liability on Leave Wages, Holiday Wages, Bonus, Retrenchment compensation and other risk components like damage/loss to OMDC property, other suspected sabotage etc. The deducted amount equal to Fringe benefits payable by the agency to its workers shall be released after completion of the work upon clearance from controlling officer. The withheld amount shall be released to the agency **within 15 days** from the date of completion/termination of contract on production of certificate from the

controlling officer In-Charge that the agency has paid terminal benefits to its workers and satisfactorily performs his obligation, whatsoever under this contract.

- ii. Due to any reason if it is not possible to adhere to this time schedule of monthly payment, no additional payment by way of interest will be paid.
- iii. In case of less engagement of person, payment will be made to the agency based on actual engagement of workmen.

8.7 Record keeping and submission by the agency :-

- i. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the agency and have to be produced by the agency as per the direction of the controlling officer In-Charge at any point of time. Wages slip per month & Employment card to all workmen under your establishment.
- ii. Documentary proof of submission of PF contribution by the agency with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the closure of the relevant wage period. The PF statement for each financial year should be submitted by the agency.

9. WORKING HOURS:

Working hours at Mines will be 7.00 AM to 12.00 Noon & 2.00 PM to 5.00 PM or as per the notifications/ instructions issued by Business Head/ Company from time to time and the agency shall have to follow the shift timing of OMDC for smooth functioning of the day today work.

10. TAXES AND DUTIES:

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 The Contractor shall bear and pay all the liabilities in respect of non-observance of all

legal requirements as per various statutory provisions.

- 10.6 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.
- 10.7 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.
- 10.8 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.

11. 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.

12. 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.

13. 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.

14. 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:-

- 14.1 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.
- 14.2 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.
- 14.3 Blacklisting of the Contractor. If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/Central PSU/State PSU.

15. PRICE VARIATION (ESCALATION/DE-ESCALATION):

For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen, the contractor will have to comply and pay the same to the workmen and also pay the applicable statutory benefits on it only and the company shall reimburse accordingly.

16. 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.

17. OPERATING /USER DEPARTMENT:

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

18. RETURN OF SECURITY DEPOSIT

The request of Contractor for refund of Security Deposit amount or release of Bank Guarantee amount, after adjustment of demand, claims, penalties, etc., if any, will be approved for release by the Business Head after completion of the contract period or such extended period, if any, from the date of completion of contract on production of certificate from the concerned Executive that the agency has satisfactorily performed his obligation, whatsoever under this contract.

18.1 Security Deposit will not carry any interest.

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

been completed and maintained to his satisfaction.

19. 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 Personnel 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) Personnel 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.

20. MISCELLANEOUS:

- 20.1 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.
- 20.2 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 sand related terms for such alterations etc., if applicable shall be mutually negotiated and in case of non-settlement, decision of the OMDC on the matter will be final and binding.
- 20.3 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.

21. CONTRACTOR'S ASSET ACQUISITION BY OMDC

- 21.1 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.
- 21.2 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.
- 21.3 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).

22. **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.

23. **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.

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

(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.

24. **TERMINATION OF CONTRACT:**

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities/ reasons noticed during the tenure of contract. OMDC shall in such event, give minimum 30 (Thirty) days’ notice in writing to the agency.

25. **RISK & PURCHASE:**

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

26. **STATUTORY COMPLIANCE:**

The contractor shall be fully responsible to comply with all statutory obligations as employer towards deduction and deposit and maintenance of records in respect of all contributions under Provident Fund, Family Pension Scheme (FPF) etc. under the Employees Provident Fund and Misc. Provision Act 1952, Employees State Insurance Act 1948, Employees Deposit Linked Insurance Scheme, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, etc., and all such other obligations/ liabilities as per applicable statutory provisions/ law and Government notifications in respect of labour engaged by them for the job undertaken under contract and will take full liability on this account.

OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company reserves the right to arrange for

the same and the entire amount shall be recovered from any amount payable to the contractor under the contract, including security deposit or a debt payable by the contractor.

The agency shall obtain its own PF code.

The employee and employer contribution, as mentioned earlier along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner.

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

27. DAMAGE TO OMDC PROPERTIES:

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

28. LEGAL CAPACITY OF THE TENDERER:

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

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

29. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:

- The agency/ contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Work men's Compensation Act'1923 as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Head of Personnel who will send necessary notice to the concerned authorities, It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. In the event of contractors failure to pay / deposit with the Commissioner the amount of compensation payable under the Work men's Compensation Act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in the behalf.

- The agency/ contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.

- The successful bidder shall keep all workmen engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all workmen engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.
- In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor's bills and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.
- The agency/ contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.
- With regard to execution of this work, the agency/ contractor shall abide by the direction of controlling officer In-charge.
- The agency/ contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfillment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.
- In the event of agency/ contractor's failure to fulfill the contract terms for execution of work therein, OMDC reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.
- In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor shall give at least 90 days notice in writing to the company and to the appropriate Government authority, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.
- The workmen engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and **no employer-employee relationship shall exist** between the workmen engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/re-employment of such workmen.