

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

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SPECIAL CONDITIONS OF CONTRACT

FOR

ENGAGEMENT OF AN AGENCY TO CARRY OUT DIAMOND CORE DRILLING WORKS,CORE LOGGING, COLLECTION OF CORE SAMPLES AND CHEMICAL ANALYSIS AT NABL ACCREDITED LABORATORY AND PREPARATION OF G-1 LEVEL GEOLOGICAL REPORT (GR) OF BAGIABURU IRON ORE MINES (21.52 HA.) OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA

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SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

1.1 The agency shall provide the following services to OMDC

Table-1

Sl.No.	Description	Particulars
1	Name of region/district	Barbil Region (Keonjhar District)
2	Name of Exploration Block	Bagiaburu Iron Ore Mines of M/s OMDCo Ltd.
3	Mineral/ Ore and associated formations	Iron Ore and associated formations
4	Projected Quantum of drilling work	Total meterage: approx. 3300m (33 boreholes Maximum) and may vary as per site conditions. Tentatively 30% of the total meterage shall be in BHJ/ BHQ/ Chert/Quartz/ Quartzite
5	Type of Drilling	Diamond Core Drilling
6	Chemical analysis	Chemical analysis with radicals Fe, Mn, SiO ₂ , Al ₂ O ₃ , P,S and LOI for Iron ore from NABL accredited Lab
7	Geological Report	Preparation of Geological Report (GR) as per MCDR Rule, 2015 by utilizing 3D Geological Modelling Software
8	Work contract period	06 months.

1.2 DRILLING WORK:

- 1.2.1 Local Liasoning
- 1.2.2. Survey Works
- 1.2.3 Approach Road and Preliminary arrangements for drilling works
- 1.2. 4 Core Recovery and Logging
- 1.2.5 Detailed Core logging with supply of core boxes
- 1.2. 6 Sample Collection, Preparation
- 1.2.7 Storage and Transportation of Sample / Core boxes
- 1.2. 8 Primary Sample analysis
- 1.2. 9 Analysis of radicals
- 1.2.10 Geophysical data interpretation and analysis
- 1.2.11 Ore reserve estimation and 3D ore body modeling
- 1.2.12 Reparation of G-1 level Detailed Exploration Geological Report (GR)

1.3 SERVICE REQUIREMENTS INCLUDING TECHNICAL PARAMETERS

1.3.1 Work shall include:

- a) Survey for location of Bore hole points (DGPS/Total station) as per provided Plan or as advised by the OMDC.

- b) Measurement of co-ordinates, RL of bore holes and drawing of profiles along each completed drill holes section by way of field survey (DGPS/Total station).
- c) Carry out the core drilling work per the specification and terms & condition of this tender and as per the instructions provided by OMDC.
- d) Preparation of drill core samples as advised by the OMDC
- e) The core drilling work and Bore well logging will be executed under supervision and direction of OMDC.
- f) After receiving the permission from forest department, OMDC will intimate the agency to carry out the drilling in forest areas.
- g) The borehole may be vertical /inclined and the average depth may be 30 to 100 meter, as advised by the OMDC. The depth may be less or more at times depending up on field criteria. The Stratigraphic holes may go up to 100 m.
- h) The borehole will be closed as per the advice of OMDC

Note:

- 1. Target period will start after 07 (SEVEN) days (mobilization period) from date of intimation by OMDC to the selected agency to start the core drilling work.
- 2. Actual meterage of BHJ/ BHQ/ Chert/Quartz/ Quartzite may vary as per site condition.
- 3. OMDC may increase the drilling meterage by 20% of total drilling meterage mentioned in Table 1. Service provider has to perform drilling of these additional 20% drilling meterage at same rate as quote by them in the price bid. OMDC may decrease drilling meterage based on site condition or project requirements.

1.4 SPECIFICATIONS:

The core drilling work shall be taken up as per following specifications:

- i. **Size of hole/core:** Initially, the holes shall be drilled in HQ/HX size by triple tube barrel with necessary casing as per the formations. In case of any difficulty in drilling, size may be reduced to NQ/NX sizes after getting written approval from OMDC.
- ii. **Inclination of hole:** The bore holes shall be either vertical or inclined as per direction of the OMDC.
- iii. **Depth of hole:** The average depth of bore hole may be 30 to 100 meter. The depth may be less or more at times depending up on field condition. The Stratigraphic holes may go beyond 100 m . It is required to deploy diamond core drill machines of latest model & technology.
- iv. **Depth of closure:** Depth of closure of each bore hole shall be advised/decided by the OMDC, which shall be jointly measured by lowering drill rods after closer of the drilling and signed by OMDC and Agency's representative.
- v. **Recovery of core:** After extraction from the core barrel is to be photographed keeping a measuring tape alongside mentioning the start and end point of run by means of tags and

record to be kept borehole wise. After keeping the recorded core in core boxes, again to be photographed and record to be kept borehole wise.

- vi. **Recovery of core:** Run-wise core recovery should be minimum 90% in mineralized zone and minimum 70% in non-mineralized zone without affecting the physical & chemical nature of drill core. If run-wise core recovery is below 90% in mineralized zone and 70% in non-mineralized zone, no payment shall be made for that particular run. No payment shall be made for a borehole if overall core recovery is less than 70% for that particular borehole. Run-wise core recovery percentage, type of drilling, size of rod/casing, bit used are to be maintained in a register on daily basis by the site representatives of the agency & to be counter signed by the OMDC. Run wise core recovery will be certified by the OMDC.

Table-2: **Specification core tray**

Specification core tray	Description
Material	Material Plastic PP (Polypropylene)
NQ Meters per Tray 5 Meters	5.0 Meters
HQ Meters per tray 4 Meters	4.0 Meters
Protection	UV Stabilized
Inter Stackable	NQ or HQ
Dimensions ~	105 cm x 35.0 cm
Weight	2 to 2.5 kg
Other requirements	<ul style="list-style-type: none"> • Completely Waterproof with Plastic Lid • Handles on both sides • Id/Rfid Tag holders • Should have facility of column support

- vii. **Preservation and Arrangement of Core:** The drilled cores of the boreholes to be kept in book pattern and shall be preserved in hard plastic core trays (Plastic Polypropylene) with proper labeling of depth/length of core and handed over by the agency to OMDC. The plastic core trays are to be supplied by the agency. The run wise Core, broken core /sludge with proper denomination depth of bore shall be kept in core boxes as per instructions of OMDC. The core trays should be of appropriate size with suitable size partition/cabinets to accommodate different size of core recovered (HQ/HX, NQ/NX) and preserved in original shape without breaking/ alteration. Where known core loss occurs during drilling, the accurate rod length and amount of core loss must be recorded on daily drill report as well as amount of core loss being recorded on core blocks placed at the end of each run.
- viii. **Verticality /Inclination / Azimuth of the boreholes:** All possible efforts should be made to maintain the Verticality / Inclination / Azimuth of the boreholes till its closure at the desired depth. Agency is required to take all possible precautions and skill to maintain assigned Verticality /Angle of the borehole. In case deviation test is deemed necessary, the agency shall facilitate the same. For inclined bore holes deviation test is mandatory.
- ix. **Sampling:**
1. Core logging
 2. Delineation of Sample zone
 - a. Ore
 - b. Sub-grade
 - c. waste

3. The agency shall draw samples from the core by deploying core cutter/splitter and process it for analysis as per standard procedure under the guidance of OMDC. The mineralized zone including the cores of immediate footwall and hanging wall rocks would be sampled at 1.0 m interval, as far as possible, depending upon the intensity of mineralization, change in lithology and core recovery etc or as advised by OMDC. One half of the representative sample to be preserved properly (for future reference) and the other half representative sample are powdered to a requisite fine mesh size (120 or 200 mesh size). The core sample to be reduced to 10 mm, coned and quartered. Samples generated (approx. 200gm) shall be kept in good quality polythene bags and suitably labeled indicating the borehole no./sample no., depth, from-to and date of collection of the samples. For each sample, four sample packets are to be prepared each containing 50gms of sample. The final sample packets shall be properly labeled with Bore Hole (BH) number, sample run and handed over to the concerned site geologist/Project in-charge. Manual sampling is not allowed; therefore, the agency should arrange appropriate sampling equipment such as primary & secondary crusher, pulverisor/ball mil, oven, rock cutter, core splitter, sieves, iron plates etc.
- x. **Water Level Measurement:** The agency has to ensure proper measurement of water level in the bore holes on daily basis under the guidance of OMDC. The report on the same should be submitted to OMDC.
 - xi. **Bore Hole Plugging:** After successful completion of each borehole, it shall be completely plugged by cementing material of appropriate quality as per the directions of OMDC by the agency at their own cost, if required.
 - xii. **Bore hole pillaring:** Borehole pillar of minimum size 12" x 12" x 30" (L x B x H) shall be erected on completion of each borehole indicating borehole number, Location, coordinates, R.L. (m), Depth (m), etc. on collar of the pillar under the guidance of OMDC (By DGPS, Total station survey). The pillar should be made up of concrete.
 - xiii. **Plans and Sections:** The agency shall submit both hard and soft copies of completed drill holes sections showing the ground profile and location of bore holes along the section in the desired scale on AutoCAD software to OMDC from time to time as per requirement and advice of OMDC
 - xiv. **The drilling and the ancillary work,** as per specification above, will be executed under the supervision and direction of OMDC. Data confidentiality is of prime importance in OMDC. The agency should have to sign confidentiality agreement before commencing the work to ensure that no data should be leaked out to any person outside the organization. Data within the company should be provided only to authorize representative of OMDC.
 - xv. **Apart from the drilled cores and samples as mentioned,** the following reports shall be submitted.
 - 1) Month wise execution plan: month wise plan of execution for the given job within the specified time frame and the same shall be adhered. The drilling performance will be critically reviewed monthly by OMDC.
 - 2) Daily rig wise drilling report: daily drilling progress report . The report should encompass the number of running hours, details of idle hours and the reason for idleness of the machine (Setup/ Pull Down, Run/Pull Casing/Rods, Cementing, Reduce Hole Size, Retrieve Casing, Mixing/Conditioning Hole, Standby, Reaming Time, etc.)
 - 3) **Driller's Logbook:** should maintain the driller's logbook register at the drill site which can be accessed by the OMDC as and when required. The driller's logbook should contain the following:

- a. Information about hard and soft strata encountered during drilling
- b. Water loss/More water used if any
- c. Run wise core recovery
- d. Fracture zone encountered, if any,
- e. Change of drill bit, if any,
- f. Drill rig Break down time, if any
- g. Actual running hours of the drill rig
- h. Cementing done, if any,
- i. Driller's comment about the strata
- j. Each run of drilling in the register showing the difficulties/achievement in course of drilling.
- k. Process of core drilling (dry/wet etc.)

Note: Depending upon the field conditions, OMDC reserves the right of changing the technical parameters, scope of work and specifications.

All the study parameters should be in accordance to G-1 level exploration norms as per Minerals (Evidence of Mineral Contents) Rules, 2015.

1.5 CHEMICAL ANALYSIS:

- 1.5.1 The samples shall be prepared as per standard procedure and chemical analysis of the sample must be done in the valid NABL Accredited Laboratory.
- 1.5.2 The parameters/radicals Fe_2O_3 , SiO_2 , Al_2O_3 , Mn, S, P and LOI will be analysed for the sample collected.
- 1.5.3 Gold analysis will also be carried out for each borehole.
- 1.5.4 The borehole wise analysis report to be prepared in Letter head of the NABL accredited lab duly certified by its authorised representative.

1.6 GEOLOGICAL REPORT (GR):

Preparation of final G1 level Geological Report (GR) with related data such as logging, sections etc. by utilizing 3D Geological Modeling Software, as per as per Minerals (Evidence of Mineral Contents) Rules, 2015.

Note: The Agency shall provide all data of exploration work, chemical analysis and G-1 level Geological Report (GR) in soft copy in CD/DVD and hard copy duly sealed and signed.

1.7 QUANTUM OF PROJECTED WORK:

The following ancillary work has also envisaged.

- a) Survey for location of Bore/drill hole points as per approved mining plan or as advised by the OMDC.
- b) Measurement of co-ordinates, RL of drill holes and drawing of profiles along each completed drill hole section by way of field survey.
- c) Drawl and processing of drill core samples as advised by the OMDC
- d) The core drilling of bore hole work will be executed under supervision and direction of OMDC.

Note: Depending upon the field conditions, OMDC Limited reserves the right of changing the technical parameters including depth of drilling and specifications.

1.8 DELEVERABLES

- 1.8.1 Report/data of DGPS survey including Shape files
- 1.8.2 All drilling logs.
- 1.8.3 Assay results.
- 1.8.4 Photographs of cores and drilling activities.
- 1.8.5 Return of balance samples.
- 1.8.6 Delivering the core box to OMDC office at Thakurani.
- 1.8.7 Draft and final Geological Report-05 hard copy and 03 soft copy in pen drive.

2 ASSISTANCE TO BE PROVIDED BY OMDC:

- a) OMDC will provide extant available plans, as per the requirement.
- b) OMDC will provide certificates and undertakings as per the requirement.
- c) Other statutory payment, if any, will be made by The OMDC. Ltd.
- d) OMDC will appoint site representative to co-ordinate with the exploration agency.
- e) The format for daily as well as weekly progress report of the drilling work along with the logging report shall be provided by the OMDC.
- f) Obtaining Forest clearance for drilling activities.

3 PERIOD OF CONTRACT:

- 3.1 The work shall be completed within 06 **(Six)** months from the date of issue of LoA excluding mobilization period.
- 3.2 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
- 3.3 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.

4 LOCAL CONDITIONS:

- 4.1 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.
- 4.2 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.
- 4.3 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.

5 **TERMS OF PAYMENT:**

Payment shall be made on the approved base unit price considering the followings:

- 5.1 For drilling in BHJ/ BHQ/ Chert/Quartz/ Quartzite formations, 40% extra per meter above the approved unit base price shall be paid in Iron ore deposits.
- 5.2 Beyond 100 Meters drilling, rate for each additional 100 Meter of drilling in a bore hole, 10% increment on the approved unit base price per Meter of drilling shall be paid.
- 5.3 Run-wise core recovery should be minimum 90% in mineralized zone and minimum 70% in non-mineralised zone. If run-wise core recovery is below 90% in mineralized zone and 70% in non-mineralized zone no payment shall be made for that particular run. No payment shall be made for a borehole if overall core recovery is less than 70% for that particular borehole.
- 5.4 For any reason if OMDC stop/suspend/terminate the exploration work then the actual quantity drilled shall be considered for payment as per the approved rate. Actual quantity drilled shall be quantity drilled till the date of intimation by the OMDC to stop/suspend/terminate the exploration work.
- 5.5 Monthly RA bills in triplicate in respect of completed bore holes & work done during the month (along with Joint measurement certificate (JMC)/Monthly progress report jointly signed by the representative of OMDC & representative of the agency) will be submitted by the agency to OMDC. The invoice must contain the name, address, and GST Registration no. of the service provider. OMDC shall check & certify the RA bill in respect of the quantity of work completed with observation of specification, terms and conditions of the agreement.
- 5.6 The OMDC shall process R.A. Bill along with the joint measurement certificate (JMC) and other statutory documents like labour license, deposit of EPF and submission of returns etc.
- 5.7 The agency shall raise the invoice based on the minimum core recovery percentage as indicated above which shall be agreed and signed by the representative of OMDC and representative of selected agency.
- 5.8 All Payment shall be released against submission of Correct Tax Invoice along with required documents duly certified/recommended by OMDC within 30 days. All payments should be made in INR only. TDS towards Income Tax & GST shall be made from the bills as per applicable rates. TDS certificate for Income Tax TDS shall be issued by OMDC. The payment will be made through RTGS/NEFT. Successful bidder will submit Bank details before release of payment.

6 **SETTLEMENT OF FINAL BILLS:**

- 6.1 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.
- 6.2 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.
- 6.3 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.

7 **TAXES AND DUTIES:**

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.
- 7.6 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.
- 7.7 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.
- 7.8 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.

8 DEDUCTION OF INCOME TAX AT SOURCE

- 8.1 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.

9 DEDUCTION FROM CONTRACT PRICE:

9.1 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.

10 FINAL BILL/LAST MONTH'S BILL:

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

11 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:-

- 11.1 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 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 L1 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.
- 11.2 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.
- 11.3 Blacklisting of the Contractor. If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/Central PSU/State PSU.

12 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.

13 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.

14 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.

15 RETURN OF SECURITY DEPOSIT

15.1 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, Personnel, Security, Stores, Quality Control and Finance Department.

15.2 Security Deposit will not carry any interest.

15.3 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.

16 SAFETY:

16.1 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/-

16.2 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.

17 **MISCELLANEOUS:**

17.1 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.

17.2 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

17.3 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.

- 17.4 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.

18 CONTRACTOR'S ASSET ACQUISITION BY OMDC

- 18.1 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.
- 18.2 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.
- 18.3 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).

19 CONTRACT DOCUMENT:

The several documents forming part of the contract are to be taken as mutually explanatory of one another. Should any condition in General Condition of Contract (GCC) be contrary to the Special Conditions of Contract then the Special Conditions of Contract (SCC) shall prevail.

20 IEM (INDEPENDENT EXTERNAL MONITOR) & NODAL OFFICER FOR INTEGRITY PACT:

- (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 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.
- (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.