

## **Annexure-I to NIT: Globalization example** **(For Better Understanding Only)**

Globalization of free issue items such as cement & steel quantities means that any individual free issue item can vary and vendor should not be penalized in case total value of free issue item does not change. There will be no penalty on excess quantity as long as total cost of free issue items remain unchanged i.e. quantity of one item can go up and quantity of other item can go down within total cost of free issue arrived based on the quantity quoted by the bidders.

**EXAMPLE-1** (one item exceeds the quoted free issue quantity but total value doesn't exceed the total value of free issue quantity)

1) The value of the quoted quantities of the free issue items by a bidder for the project is as below:

Cement: 15,000 tons @ Rs. 5,836.00 per ton =	Rs. 8,75,40,000/-
Reinforced steel: 5,000 tons @ Rs. 54,000 per ton =	Rs. 27,00,00,000/-

Total	Rs. 35,75,40,000/-
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Assuming that the actual reinforcement steel requirement goes down to 4,000 tons and actual cement quantity goes up to 25,000 MT, final evaluated value of free issue item will be as under:

Cement: 23,000 tons @ Rs. 5,836.00 per ton =	Rs. 13,42,28,000/-
Reinforced steel: 4,000 tons @ Rs. 54,000 per ton =	Rs. 21,60,00,000/-

Total	Rs. 35,02,28,000/-
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Since actual value of free issue item (Rs. 35,02,28,000/-) is less than the value of quoted free issue item (Rs. 35,75,40,000/-), there will be no penalty on account of excess quantity of cement 8,000 Tons i.e. (23000-15000).

**EXAMPLE-2** (Total value exceeds the total value of free issue quantity)

1) The value of the quoted quantities of the free issue items by a bidder for the project is as below:

Cement: 15,000 tons @ Rs. 5,836.00 per ton =	Rs. 8,75,40,000/-
Reinforced steel: 5,000 tons @ Rs. 54,000 per ton =	Rs. 27,00,00,000/-

Total	Rs. 35,75,40,000/-
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Assuming that the actual reinforcement steel final requirement goes up to 5,250 tons and actual cement final quantity goes up to 15,500 MT, final evaluated value of free issue item will be as under:

Cement: 15,500 tons @ Rs. 5,836.00 per ton =	Rs. 9,04,58,000/-
Reinforced steel: 5,250 tons @ Rs. 54,000 per ton =	Rs. 28,35,00,000/-

Total	Rs. 37,39,58,000/-
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In this case as soon as the total value of free issue items crosses the total quoted value of free issue items (i.e. Rs. 35,75,40,000/-), any quantity issued thereafter irrespective of quoted free issue items quantity, will be considered excess quantity and penalty will be applicable on that quantity. Assuming

that free issue items crossed the total quoted value of free issue items (Rs. 39,43,60,000/-) at following quantities

Cement: 14,000 tons @ Rs. 5,836.00 per ton =	Rs. 8,17,04,000/-
Reinforced steel: 5,108.07 tons @ Rs. 54,000 per ton =	Rs. 27,58,36,000/-
Total	<hr/> Rs. 35,75,40,000/-

Then in this case any quantity issued beyond 14,000 tons Cement i.e. 1500 tons (15,500-14,000) and beyond 5,108.07 tons Reinforced steel i.e. 141.93 tons (5250-5,108.07) will be considered as excess quantity for recovery

Penalty amount= 1500 \* penal rate for Cement as per NIT.  
141.93 tons \* penal rate for Reinforced steel as per NIT.

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### FACILITIES IN THE SCOPE OF CONTRACTOR/ BHEL (SCOPE MATRIX)

Sl. No	Description  PART I	Scope		Remarks
		BHEL	Bidder	
<b>3.1</b>	<b>Establishment:</b>			
<b>3.1.1</b>	<b>For Construction Purpose:</b>			
a	Open space for office (as per availability within project premises)	Yes		Free of cost as provided by NLCIL on as is where is basis
b	Open space for storage (as per availability within project premises)	Yes		Free of cost as provided by NLCIL on as is where is basis
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder		Yes	
h	Development of land provided for office, storage, fabrication yard, etc.		Yes	
<b>3.1.2</b>	<b>For living purpose of the bidder:</b>			
a	Open space for labour colony		Yes	Space to be arranged by Bidder at his own cost and make his own arrangements for shelter and transportation of laborers as per requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
<b>3.2</b>	<b>Electricity:</b>			
<b>3.2.1</b>	<b>Electricity for construction purposes</b>			On chargeable basis. Refer clause 3.11
a	Single point source (In general) For detail, refer clause no. 3.11	Yes		
b	Further distribution for the work to be done which include supply of materials and execution		Yes	At bidder's own cost

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Sl. No	Description  <b>PART I</b>	Scope		Remarks
		BHEL	Bidder	
c	Distribution of Electricity for the office, stores, canteen, of the bidder which include supply of materials and execution		Yes	At bidder's own cost
d	Supply, installation and connection of energy meter including operation and maintenance		Yes	At bidder's own cost. Calibration certificate to be provided
e	Duties and deposits including statutory clearances for the above		Yes	At bidder's own cost
f	Demobilization of all the facilities after completion of works		Yes	At bidder's own cost
<b>3.2.2</b>	<b>Electricity for living accommodation for the bidder's staff, engineers, supervisors, labour Hutment etc.</b>			
a	Single point source		Yes	At bidder's own cost
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At bidder's own cost
c	Payment/Duties and deposits including statutory clearances if applicable		Yes	At bidder's own cost
<b>3.3</b>	<b>Water Supply:</b>			
<b>3.3.1</b>	<b>For construction purposes:</b>			<b>Contractor to draw water from Bhedan river. Refer clause 3.12</b>
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.2</b>	<b>Water supply for bidder's office, stores, canteen etc.</b>			<b>Contractor to draw water from Bhedan river. Refer clause 3.12</b>
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.3</b>	<b>Water supply for Living Purpose</b>			<b>Contractor has to make his own arrangement</b>
a	Making the water available at single point		Yes	



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Sl. No	Description  PART I	Scope		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.4</b>	<b>Lighting</b>			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
<b>3.5</b>	<b>Communication facilities for site operations of the bidder</b>			
a	Telephone, fax, internet, intranet, e-mail , etc.		Yes	
<b>3.6</b>	<b>Demobilization of all the above facilities</b>		Yes	
<b>3.7</b>	<b>Erection Facilities</b>			
3.7.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the scope/equipment covered under this scope		Yes	
b	Drawings for construction methods		Yes	In consultation with BHEL
c	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Preparation of site execution schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL

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Sl. No	Description  PART I	Scope		Remarks
		BHEL	Bidder	
e	Review of performance and revision of site execution schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
f	Weekly construction / erection schedules based on Sl. No. d		Yes	In consultation with BHEL
g	Daily work plan based on Sl. No. d		Yes	In consultation with BHEL
h	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

<b>3.8</b>	<b>Land/Open Space:</b>
<b>3.8.1</b>	Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. BHEL shall provide free of charge limited open space inside or outside the proposed plant boundary for office, storage shed and laydown area as and where made available by Customer. It is the responsibility of the contractor to construct sheds, fabrication yard, establish batching pant, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.
<b>3.8.2</b>	Contractor shall maintain one centralized store cum bar bending yard at his own cost. Hard surfacing of this yard and all round drain shall be carried out by the contractor at his own cost within the quoted rate. The construction of cement storage sheds for unloading of cement bags, stacking properly in the storage sheds drain shall be carried out by the contractor at his own cost within the quoted rate.
<b>3.8.2</b>	Security of stores & work place shall be in Contractor's scope.
<b>3.8.3</b>	On completion of work, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and all debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
<b>3.9</b>	<b>Labour and Staff Colony:</b> <b>Following are in the Bidder's scope of work for labour &amp; staff colony:</b>
<b>3.9.1</b>	BHEL shall not provide any space or residential accommodation to the contractor for his staff or labour and the contractor has to make his own arrangements at his cost. Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. Bidder has to identify the land for labour colony at their cost and no land will be given by BHEL for labour colony purpose. The contractor to develop/ construct labour colony/ hutment fulfilling the minimum requirements as

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	<p>specified in the “HSE Plan for Site Operations by Subcontractors” enclosed along with this tender as well as meeting the statutory norms.</p> <p>Ownership of the labour hutment shall be of the contractor and contractor shall keep BHEL indemnified from any statutory obligations/ legal compliances w.r.t. labour hutment establishment during as well as after the completion of contract.</p>
<b>3.9.2</b>	Land for labor colony shall be arranged by Contractor at their own cost as per availability outside project area. Necessary levelling/ dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. The contractor shall provide adequate water arrangement for drinking/ washing/ bathing with required toilets, drainage system, and electrification etc. in labour colony at his own cost.
<b>3.9.3</b>	Development of Bidder’s temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc.
<b>3.9.4</b>	All Civil and Structural work associated with drinking and service water for Bidder’s labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.
<b>3.9.5</b>	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
<b>3.9.6</b>	Development and maintenance of above facilities for construction workers deployed by the Contractor shall solely rest with the Contractor.
<b>3.10</b>	<p>Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.</p> <p>Following are the minimum amenities to be provided by the bidder within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:</p> <ul style="list-style-type: none"> <li>i. Labour rest sheds near work spot.</li> <li>ii. Canteen facility creation.</li> <li>iii. Drinking water facility.</li> <li>iv. Labour Bio toilets near work spot in sufficient nos. with regular cleaning &amp; maintenance arrangement.</li> <li>v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.</li> </ul>
<b>3.11</b>	<b>Construction Power:</b>
<b>3.11.1</b>	Construction power (three phase, 415V/440V) will be provided to the contractor on chargeable basis at one single point by BHEL. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc.

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<b>3.11.2</b>	In general, Construction power will be provided to the contractor on chargeable basis at one single point. However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. If, BHEL provides electricity at more than one point, it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor.
<b>3.11.3</b>	Contractor to note that BHEL shall complete the arrangements for Construction Power Supply after about nine months from the commencement of contract period. However, in the meantime, BHEL will also make alternate temporary arrangements to provide Construction Power Supply to contractor.  Till such arrangement is made by BHEL, the contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable for this.
<b>3.11.4</b>	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity.
<b>3.11.5</b>	The Construction Power consumed by the contractor shall be chargeable based on prevalent rate of DISCOM (OERC guidelines). The existing rates are provided below:  Demand Charge: Rs.250/KVA/ Month  Energy Charge:  For Load Factor $\leq 60\%$ : 585.00 Paise/kVAh  For Load Factor $> 60\%$ : 475.00 Paise/kVAh
<b>3.11.6</b>	The above rates are indicative only. This rate may vary from time to time and the prevailing rates during execution shall be applicable.
<b>3.11.7</b>	Any duty, deposit involved in getting the Electricity shall be borne by the bidder.
<b>3.11.8</b>	The contractor has to Provide necessary meter for measuring the power consumption. In case of any dispute, BHEL engineer's decision shall be final and binding on contractor. The meter used by the contractors shall be duly calibrated.
<b>3.11.9</b>	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer will be recovered from contractor's bills.
<b>3.11.10</b>	The contractor shall make his own arrangement for further distribution of power, taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. Sometimes it may become necessary to relocate some of the installations to facilitate work by other agencies or by him.  Distribution of supply shall be done by the contractor using underground cables. The contractor shall be responsible to provide complete LT distribution with Fuseless system including the supply of all materials like cables, necessary isolators/LCB, Switch boards, industrial receptacles/sockets, pipes,

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	<p>etc. observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements.</p> <p>All cables being used for construction power shall be armoured only. Buried cable shall be suitably identified by the route markers.</p>
<b>3.11.11</b>	BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
<b>3.11.12</b>	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost.
<b>3.12</b>	<b>Construction water:</b>
<b>3.12.1</b>	Construction Water (Raw water) required for site requirements shall be drawn from the Bhedan river at a point identified by Contractor and approved by BHEL Engineer in charge. The required pumps & accessories, pipes for drawing water from the given point and for further distribution shall be arranged by the contractor at their cost to ensure supply of water without interruptions. No extra payment shall be made under this account.
<b>3.12.2</b>	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
<b>3.12.3</b>	Contractor to satisfy himself that the water drawn by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
<b>3.12.4</b>	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
<b>3.12.5</b>	BHEL shall establish pumping system for drawing water from Bhedan river for Construction purposes. On establishment of the system, Contractor shall draw water from BHEL's single point source for water supply. All Necessary pumps & accessories, pipes for drawing water from the given point and for further distribution shall be arranged by the contractor only at their cost.
<b>3.13</b>	<b>RECORDS TO BE MAINTAINED AT SITE</b>
<b>3.13.1</b>	Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also reconciliation statement to be prepared at regular intervals

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<b>3.13.2</b>	<p>The below mentioned Records/ Log-books/ Registers applicable to be maintained.</p> <ol style="list-style-type: none"><li>1. Hindrance Register.</li><li>2. Site Order Book.</li><li>3. Test Check of measurements.</li><li>4. Steel &amp; Cement Supply and Consumption Daily Register</li><li>5. Records of Test reports of Field tests.</li><li>6. Records of manufacture's test certificates.</li><li>7. Records of disposal of soil/ rock generated during and after the work completion.</li><li>8. Records of disposal of scraps generated during and after the work completion.</li><li>9. List of T&amp;Ps and MMEs</li></ol>
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### **ISSUE OF MATERIALS**

1. Cement and Reinforcement Steel required for the tender scope shall be procured by BHEL and issued to contractor free of cost (FOC) as FOC item. However, unloading, handling/ storage of Cement Reinforcement steel procured by BHEL for this tender scope at site, Contractor's Stores, issuance of materials from BHEL Stores and further transportation from Stores to work area (including loading and unloading) will be in the scope of contractor. No Extra payment shall be made for this work.
2. The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering.
  - a) The cement shall be provided normally in bulkers and shall be unloaded in the silos to be installed by the bidder nearer to their batching plants. In cement supplies in bags, Contractor shall construct waterproof cement store for storing and stacking of cement issued by BHEL. Cement has to be kept over wooden raised platform. Stacking of cement is to be done as per IS codes with proper illumination and locking arrangements.
  - b) All TMT shall be stacked diameter wise over sleepers

Clotting of cement and excessive rusting of steel must be avoided. In case, due to lack of preservation on the part of contractor, rusting of steel (issued by BHEL)/ clotting of cement (issued by BHEL) takes place rendering the same unusable, then cost of such quantity of steel/ cement shall be recovered from the interim payment at the penal rate specified in the tender.

2. The contractor shall maintain proper store account for all the BHEL issued materials and shall submit once in every month reconciliation statement of such account to the BHEL along with RA bill.
3. The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However, in case of non-availability of any specific material / section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F14) and shall be considered for time extension of contract.
4. Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc.
5. The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
6. BHEL reserves the right to recover from the contractor any loss of material issued by BHEL arising out of damage/ theft or any other causes during verification/stacking or at any time under the custody of the contractor.
7. BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL.

## MATERIAL HANDLING, STORAGE AND PRESERVATION ETC.

1.0	<b>MATERIAL HANDLING AND STORAGE</b>
1.1	All the equipments/ materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. <b>While drawing/ lifting material from BHEL stores, the contractor shall ensure that the balance/ other materials are stacked back immediately. No claim is admissible on this account</b>
1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
1.3	The contractor shall take delivery of Construction material from storage area after getting the approval of BHEL Engineer on standard indent forms. All the construction material shall be handled carefully by contractor to prevent any damage or loss.
1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. Valid fitness/load test certificate need to be submitted before execution of erection/lifting/handling work. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored.
1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the structure/ erection component or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the materials against any damage. Dragging of materials should be avoided. In case of any damage the cost shall be recovered from the contractor, for those structure/ erection component which are issued, stored, erected by contractor.
1.7	Approach road conditions from the stores / yards to the erection/ construction site may not be equipped and ideal for smooth transportation of the material. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. The contractor may familiar himself with soil conditions at site.
1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage, theft and erection of the material once received by him. Materials once taken over will be deemed to have been received in good condition and in correct quantities except for intrinsic defects which cannot be observed by visual and dimensional inspection and weighing. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of materials which are under custody of the contractor.
1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.



1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof/ fire retardant covering material wherever applicable and shall be stacked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's risk and cost.
1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all material & equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their utilization. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.
1.13	All materials issued by BHEL shall be utilized as directed by Engineer-in-Charge or most economically in the absence of such direction. The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage as specified in SCC/TCC.
1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.
1.15	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
2.0	<b>PRESERVATION OF COMPONENTS</b>
2.1	After taking delivery from BHEL stores, materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
2.2	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.
2.3	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.
3.0	<b>HANDLING OF MATERIALS ISSUED BY BHEL:</b>
3.1	Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight. However, on specific request of the contractor <b>"as a special case to expedite the job"</b> the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Quantity of such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, Contractor shall do unloading of materials from trucks/lorry at their own cost.

3.2	<p>All materials issued by BHEL shall be stacked, stored above ground level <b>by use of concrete or wooden sleepers. No materials shall remain on ground at any time.</b> All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipments like winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. required for such handling of steel from BHEL stores/storage yard etc. shall be arranged by contractor within quoted/accepted rates.</p> <p>All materials stored by contractor shall be in accordance to standards/specifications and instruction of BHEL. Utilization of these material shall also be done in such a manner so that wastage on account of long storage/storage beyond shelf life can be avoided. Any loss/damage of material on this account will be attributable to the contractor.</p>								
3.3	<p>The contractor shall take delivery of the materials from the designated place within the project premises at his own cost and store the same at his stores as per standard norms. Open land for such purposes as available shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc. and same is included under the scope of his work &amp; No extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering. Excessive rusting of steel in custody of agency/contractor must be avoided. <b>In case, due to any cause attributable to the contractor, such rusting of steel occurs rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.</b></p>								
3.4	<b>ISSUE OF STEEL:</b>								
3.4.1	<b>The steel shall be issued to the contractor on the following basis:</b> i. Reinforcement Steel: Weighment basis (Unit-MT)								
3.4.2	<p>All the steel (reinforcement) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS/BS/EN specifications.</p>								
3.4.3	<table><tr><td><b>Sr No</b></td><td><b>Name of Standard</b></td><td><b>Name of Section</b></td></tr><tr><td>1</td><td>IS: 1786 or grade -1 of IS432 (Part-I)</td><td>Rounds including deformed high yield strength bars.</td></tr></table>	<b>Sr No</b>	<b>Name of Standard</b>	<b>Name of Section</b>	1	IS: 1786 or grade -1 of IS432 (Part-I)	Rounds including deformed high yield strength bars.	<p>In case any such sectional weights are not available in the above documents, the manufacturer recommendation/BHEL instruction shall be binding.</p>	
<b>Sr No</b>	<b>Name of Standard</b>	<b>Name of Section</b>							
1	IS: 1786 or grade -1 of IS432 (Part-I)	Rounds including deformed high yield strength bars.							
3.4.4	<p>The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores and no claims for extra payment because of issue of non-standard length will be entertained.</p>								

3.4.5	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
3.4.6	The contractor shall submit to BHEL well in advance of before Three month from requirement, a statement indicating estimated quantity of cement and steel required during a quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.
3.4.7	<p>Bidders shall ensure that no lamination material is taken over by them from BHEL.</p> <p>The contractor must note that cement and steel required for the contractor's enabling job like store/ site office/batching plant/temporary works etc. shall be arranged by the contractor at his own cost.</p> <p>All temporary structures constructed/installed/erected are to be dismantled and removed as per instruction of BHEL</p>
3.4.8	Bidder to give requirement of Material in BHEL Scope well in advance of before Three month from requirement. Any delay in raising the requirement of these item leading to delay in placement of order, will be Contractor responsibility and its attributable delay in erection will be responsibility of Bidder only.
3.5	<b>ISSUE OF CEMENT</b>
3.5.1	The cement issued by the BHEL shall be properly accounted (issue and reconciliation). Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor.
3.5.2	The cement shall be provided normally in bulkers and shall be unloaded in the silos to be installed by the bidder nearer to their batching plants. Silos Capacities shall be finalized mutually. Cement unloading arrangements to silo or stores, in case of cement bags and necessary assistance & manpower support shall be provided by the bidder at his own cost.
3.5.3	On advance request of the bidder, the cement shall be supplied in 50kg tamper proof sealed Bags for other than RCC works like masonry, flooring works, etc. The theoretical weight of each bag of cement for issued purposes will be considered as 50kg, the contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
3.5.4	The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.
3.5.5	The contractor shall satisfy himself of the quality and quantity of supplied cement at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
3.5.6	Contractor will be responsible for sampling and testing of cement as per Indian Standard/ Specification/ approved quality plan in the testing laboratory established by the contractor.
3.5.7	Contractor will be responsible for unloading the cement as soon as the storage of cement in the weather proof cement storage sheds/ Silo's having dense impervious bituminous or concrete floors which shall be kept swept clean at all times. The storage arrangements shall be fully completed and approved by the owner before any cement is delivered to site. The construction of cement storage sheds as per the requirement of BHEL, unloading of cement bags, stacking properly in the storage sheds, removal of the sheds after the completion of the work are in the scope of bidder. Though the cement is unloaded directly at the contractor storage shed, it will be deemed to be considered that the cement was issued from BHEL stores. Necessary documents are to be submitted by the contractor to the BHEL stores for having received cement.
3.5.8	No cement will be issued on free basis for bought out item like Hume pipe, Interlocking Paver block, Fly ash brick etc. However, cement for mortar for fixing of these items if required will be issued on free basis.

3.5.9	The contractor shall submit to the engineer, a statement indicating estimated quantity of cement required during a quarter, at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of cement during a month by the third week of the previous month indicating his requirement.
3.5.10	One month shall be the limit for the maximum quantity of BHEL issued cement that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).
<b>4.0</b>	<b>RETURN OF MATERIALS (BHEL Free Issued Material)</b>
4.1	<b>Return of Cement:</b> Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores / place as identified within the project area by engineer/ BHEL will not entitle contractor to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis.
4.2	<b>Return of Reinforcement Steel including Scrap:</b> All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by BHEL/Engineer within the project area. For return of such materials, contractor will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes.
4.3	<b>SCRAP AND SERVICEABLE MATERIALS:</b>  All TMT measuring 3 Meter and above in length shall be treated as <b>serviceable material</b> provided they are in good acceptable condition. TMT in less than 3 Meter shall be treated as scrap.
4.4	<b>CEMENT, STEEL CONSUMPTION AND WASTAGE:</b>
4.4.1	<b>Cement Consumption:</b> The theoretical consumption of cement shall be based on the following: <ul style="list-style-type: none"> <li>a. For design mix concrete as per approved design mix.</li> <li>b. For nominal mix concrete work, as per minimum cement as specified or as approved by engineer-in-charge.</li> <li>c. For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the "Statement of cement consumption" attached to the latest version of Delhi Schedule of Rates (DSR) unless otherwise specified in the specifications or the drawing of contract or mutually agreed by engineer-in-charge and the contractor.</li> <li>d. Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by the contractor to store. (No sweep cement will be taken back by BHEL).</li> </ul>

4.4.2

Cement Wastage:

a. **Allowable wastage:** One and half percent (+1.5%) of theoretical consumption of cement.

b. For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.

Sl no.	Cement consumption	Basis of issue & penal recovery
C1	Theoretical consumption (without considering any wastage or loss).	Free
C2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
C3	Actual consumption beyond one and half percent (+1.5%) of above (C1).	Penal rate

4.4.3

Reinforcement Steel Consumption

The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

a. Actual consumption = Issue – Surplus.

b. Surplus = un-tampered, unused, uncut QTY of steel **including serviceable material** returned by the contractor to BHEL store along-with relevant documents.

c. Wastage = Actual consumption – Theoretical consumption.

4.4.4

**Reinforcement Steel Wastage**

a. **Allowable Wastage:** (+3%) of the theoretical consumption shall be considered as allowable wastage.

Wastage and scrap shall be as per actual weighment basis.		
Sl. no.	Reinforcement steel	Basis of issue & penal recovery
R1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage and returned to BHEL Store.	Free
R2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage but not returned to BHEL Store.	Penal Rate
R3	Wastage beyond <b>THREE</b> percent (+3%) of the theoretical consumption above (R1).	Penal rate

4.5

**RECONCILIATION OF MATERIALS:**

a. The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.

b. At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material is available in the contractor custody at site.

c. At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.

d. If at any point of time, BHEL finds there is a difference in physical and theoretical balance, where the contractor fails to provide necessary reconciliation, the decision of penal recovery/withhold of amount at penal rate by BHEL shall be final and binding to the contractor till proper records are submitted to and verified by BHEL.

e. The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

4.6

**RECOVERY OF MATERIALS (PENAL RATES):**

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per following penal rates (excluding GST):

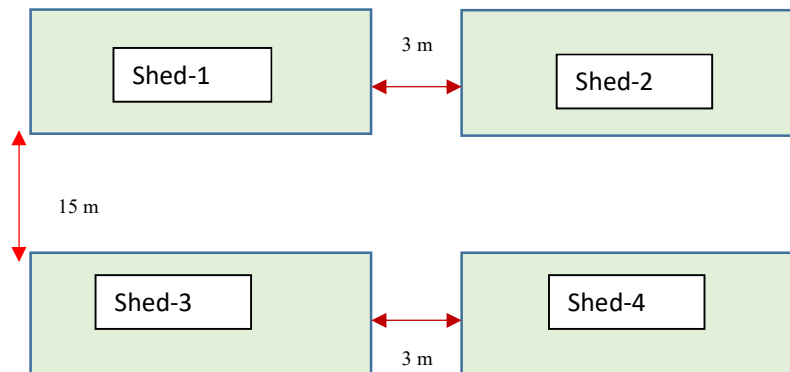
Sl. No.	Materials	Penal Rate (Rs.)
1	Cement	Rs 5,581/- per Ton
2	Reinforcement Steel	Rs 58,037/- per Ton

Penal rate will be 1.05 times the rate mentioned above.

Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites.

**1). The following key parameters should be followed during construction of workers accommodation/establishments at project sites: -**

- a) Land for labour colony shall be arranged by Contractor at their own cost as per availability outside project area preferably within 5Km. Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. However, BHEL may provide land on sharing basis for worker establishment in case Owner provides the same to BHEL.
- b) Water & Electricity for worker establishments shall be suitably arranged by the agency with proper electrical wiring and fitting.
- c) Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies by the agencies.
- d) The workers accommodation barracks/hutment should be placed as per approved layout plan of BHEL. Agencies to construct temporary labour colony/ hutment, toilets as per attached drawings, after obtaining approval from BHEL site.
- e) **General layout plan for accommodating 120 workers with toilet facilities have been provided in the drawing.** In case, agencies are required to deploy more/less number of workmen at site, the size/nos of shed may be increased/decreased accordingly in consultation with BHEL site. The worker's shed position & its size shall be reviewed & approved by BHEL considering maximum number of workers planned for deployment. No construction shall be permitted without prior approval of proposed layout of worker accommodation by BHEL.
- f) The type and nature of construction for worker accommodation sheds should be preferably uniform for all the agencies so as to bring out a pleasant aesthetic view of the worker's establishment.
- g) For women workers deployed at site, exclusive separate facilities (sheds, bathrooms, etc) considering the privacy & safety of women should be provided by the agency.
- h) The clear ceiling height of the barracks should be minimum 3 metres. There should be minimum 3ft spacing between two beds to ensure adequate privacy & hygiene of the place. The type of sleeping bed in each barrack should be wooden/metal type & no substandard quality sleeping bed will be allowed by BHEL. Wardrobe/shelves for storage of clothes & other essentials to be provided in each hall.
- i) The size of barracks / hutments should be decided considering minimum space requirement of 3.6 sqm / per workers & there should be minimum 3 m spacing between two barrack side by side & 15 m. front to front as shown below. A typical layout plan of labour colony is shown in **Annexure-IA**.





## **Annexure-A**

### **Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites.**

#### **2). Facilities to be Provided at Labour Establishment**

**a) Toilet, Bathing & Washing: -**

- i). Sufficient numbers of toilets, urinals and bathing room within each barrack/shed with complete water supply system. Minimum 1 nos. urinal cum toilet for every 10 persons and 1 no. bathing room for every 10 persons should be ensured. There should not be any open bathing place in the labour colony to maintain proper hygiene.
- ii). Septic tank/Bio-digester with proper inlet/outlet connection to be provided for each shed
- iii). Suitable / proper arrangements for washing clothes & drying washed clothes shall be made.

**b) Service & Drinking Water: -**

- i). Proper storage facilities for both service water & drinking water in the labour colony. In case ground water is the source for both service & drinking purpose, water purification plant should be installed for both service & drinking water purpose. The cost of water purification plant has to be borne by the agencies on sharing basis.

**c) Medical Facilities: -**

- i). One Medical centre (24 x7 working), well finished & furnished, of approx. 150sqm shall be constructed by the contractor in the labour establishment area for the workmen.
  - Doctor's room with attached toilet (approx. 12x12 sqft),
  - Nurses Room with attached toilet (approx 12x12 sqft),
  - Dispensary area (approx. 10x10 sqft)
  - Balance area shall be procedure room/hall.
- ii). Deployment of 2 nos MBBS Doctors and 4 nos trained Male/Female nurses for round the clock service with running medicines.
- iii). Dedicated ambulance in the labour colony for 24x7 hrs emergency medical situation fully equipped with ventilation facilities.
- iv). Cost of medical establishment including payments for medical staffs such as doctors, nurse, ambulance services, consumables, medical instruments/devices & running medicines cost has to be borne by the availing agencies on sharing basis as decided by BHEL site.

**d) Safety, Cleaning & Hygiene: -**

- i). The regular cleaning and housekeeping of labour establishments, storage water tank, open areas should be ensured by the agencies to maintain proper hygiene. Dedicated persons to be deployed for cleaning of toilets on daily basis.
- ii). Proper ventilation and lighting in both day & night. Proper false ceiling (in extreme hot conditions) & ceiling fans/coolers shall be provided in the barracks.
- iii). Readily accessible adequate first aid boxes, minimum 4 numbers each of fire extinguishers & dust bins shall be provided in each barrack/shed.
- iv). Centralised garbage dumping storage area in the labour colony & its regular clearance should be ensured by the agencies.
- v). Suitable arrangement for regular Pest / ants / Rodent / Rats / Snakes / Mosquito control in the labour colony shall be made with a reputed firm/ organisation by the vendor at their cost. Window mesh for prevention from mosquito shall be ensured.
- vi). Proper surface water drainage system to be followed by the agencies as per BHEL approved layout plan of the labour colony. No water logging should take place in and around labour colony even during peak rainy season.

## **Annexure-A**

### **Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites.**

- vii). Proper security deployment 24x7 for labour establishment by the respective agency

#### **e) General Points: -**

- i). Proper approach road to the labour colony & its connectivity with each barrack with necessary hard surfacing preferably with brick flat soling/paver blocks/PCC paving.
- ii). Separate kitchen facilities with dining hall & clean cooking fuel (without smoke) should be used uniformly in labour establishments to avoid health hazards.
- iii). Space for recreation facilities of the workers like playground etc. The maintenance of the recreation facilities should be ensured by the agencies on sharing basis. Also, weekly or fortnightly games/get-together/entertainment to be organised by the vendor for building motivation & team spirit amongst the labour.
- iv). Proper transportation arrangement / conveyance for going to work place from labour colony would have to be ensured by agency. No two-wheelers would be permitted inside plant premises.

### **3). Compliances of Guidelines: -**

The contractor shall maintain the labour colony for its workmen as per BHEL guidelines. 0.25 % of every RA Bill shall be linked on certification from BHEL for compliance with the guidelines of labour colony.

In case labour establishment is not completed as per the layout drawing and compliance with statutory norms/BHEL Guidelines and any penalty is imposed by Customer, same shall be recovered from contractor's RA Bill.

Regular visit of workmen establishment shall be done by team from BHEL to ensure implementation of above guidelines. Any irregularities observed shall have to be rectified by agencies on immediate basis.

In case, the report submitted by BHEL team is not satisfactory, necessary actions including recoveries (0.25% of RA Bill value) shall be done as per contract. In addition to the recoveries as per contract (0.25% of RA Bill value), expenses incurred (if any) for maintenance & rectification by BHEL shall be recovered from agency along with 5% overheads.

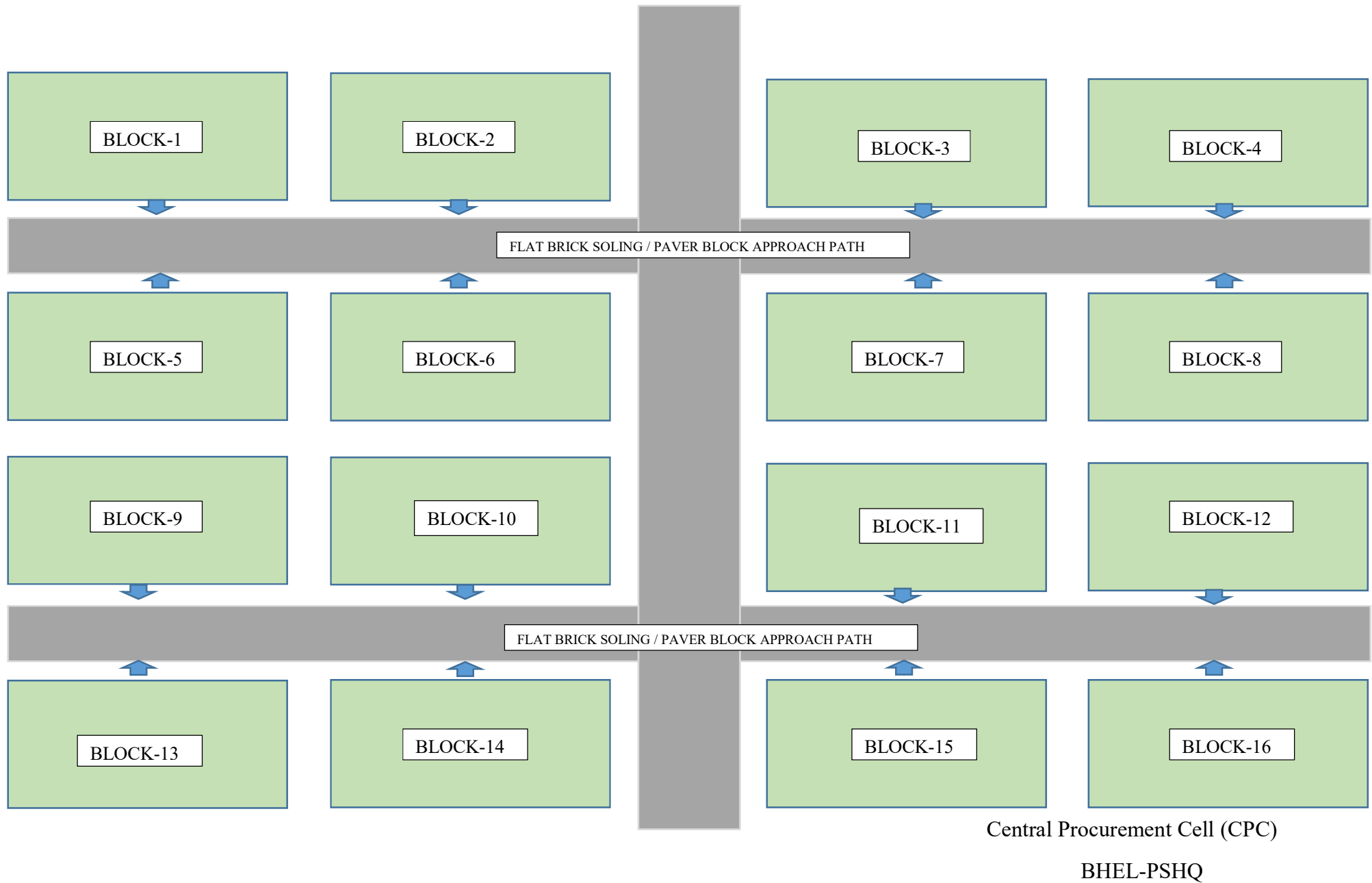
In case Owner/Customer specific guidelines & drawings w.r.t worker's establishment are available in any project, the same shall prevail over and above the BHEL guidelines. Also, in case of conflict of guidelines stipulated in BHEL HSE documents, the more stringent guidelines shall prevail.

Any other welfare measures which the Central Government considers, under the set of circumstances, as required for decent life of workers shall be ensured as per following applicable Labour Laws: -

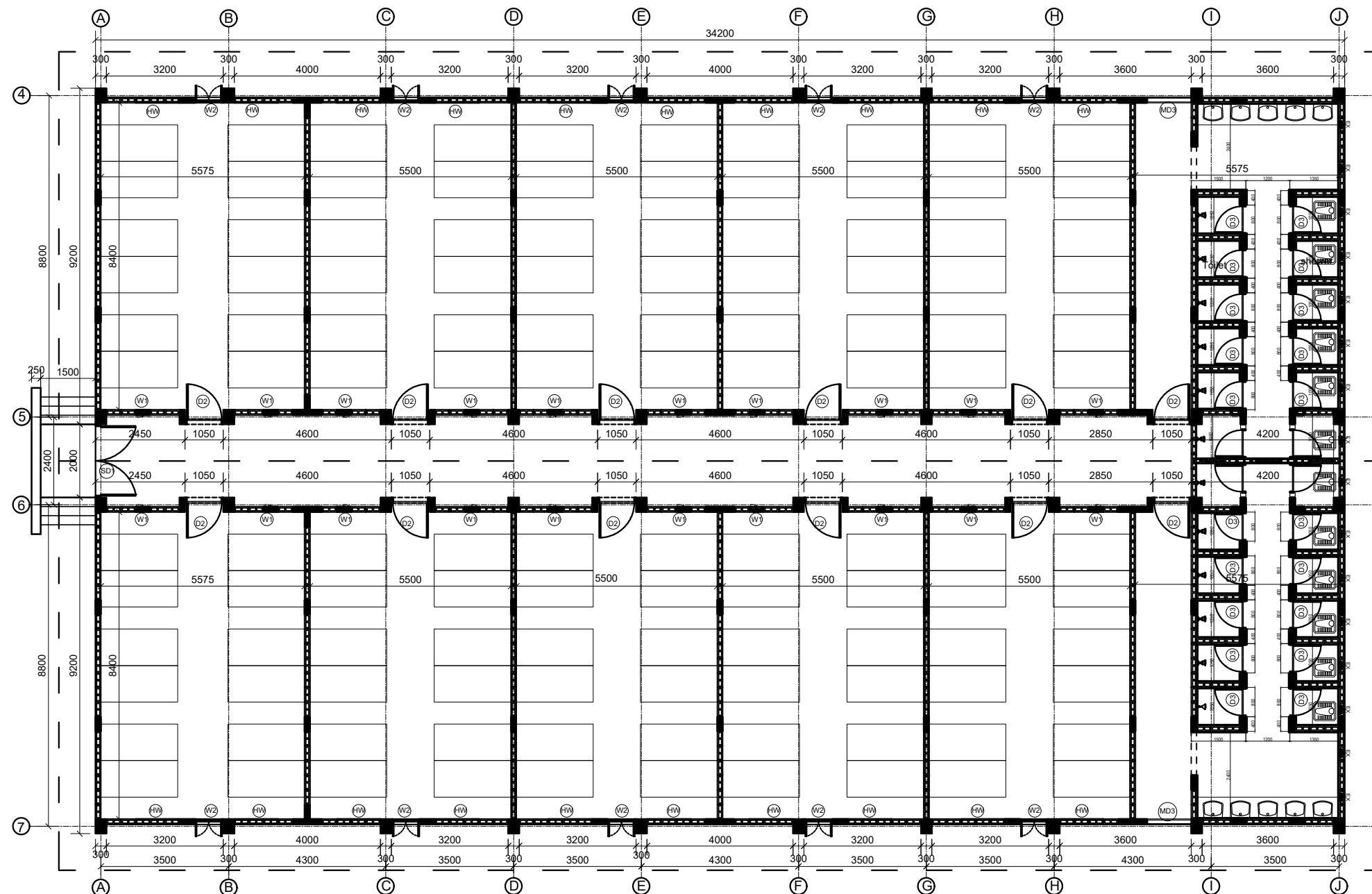
- Contract Labour (Regulation & Operative) Act, 1970,
- Inter-State Migrant Workmen (Regulation of Employment and Condition of Services) Act, 1979,
- The Building and Other Construction Workers Act, 1996.
- Labour Code on Occupational Safety, Health and Working Conditions issued by Government of India

**Central Procurement Cell (CPC), BHEL-PSHQ**

**Annexure-IA: General Layout Arrangement of Worker's Establishment for BHEL-Project site**



DRAWING NO.



TYPICAL LAYOUT FOR WORKMEN'S SHED (120 nos.)

## NOTES:-

1. ALL DIMENSIONS ARE IN MILLIMETRE AND ELEVATIONS ARE IN METRE U.N.O.
2. DRAWING SHALL BE READ IN CONJUNCTION WITH THE TERM & CONDITIONS, AS SPECIFIED IN ANNEXURE A-STANDARD GUIDELINES.
3. GENERAL LAYOUT PLAN FOR ACCOMMODATING 120 WORKERS WITH TOILET FACILITIES HAVE BEEN PROVIDED IN THE DRAWING. IN CASE, AGENCIES ARE REQUIRED TO DEPLOY MORE/LESS NUMBER OF WORKMEN AT SITE, THE SIZE/NO. OF SHED MAY BE INCREASED/DECREASED ACCORDINGLY IN CONSULTATION WITH BHEL SITE.
4. THE TYPE AND NATURE OF CONSTRUCTION FOR WORKER ACCOMMODATION SHEDS SHOULD BE PREFERABLY UNIFORM FOR ALL THE AGENCIES SO AS TO BRING OUT A PLEASANT AESTHETIC VIEW OF THE WORKER'S ESTABLISHMENT.
5. FOR WOMEN WORKERS DEPLOYED AT SITE, EXCLUSIVE SEPARATE FACILITIES (SHEDS, BATHROOMS, ETC) CONSIDERING THE PRIVACY & SAFETY OF WOMEN SHOULD BE PROVIDED BY THE AGENCY.
6. THE CLEAR CEILING HEIGHT OF THE BARRACKS SHOULD BE MINIMUM 3 METRES.
7. DOORS & WINDOWS SHALL BE OF WOOD/METAL MAKE.
8. LAND FOR LABOUR COLONY SHALL BE ARRANGED BY CONTRACTOR AT THEIR OWN COST AS PER AVAILABILITY OUTSIDE PROJECT AREA PREFERABLY WITHIN 5KM. NECESSARY LEVELLING/DRESSING OF LAND SHALL BE DONE BY THE CONTRACTOR.
9. WATER & ELECTRICITY FOR WORKER ESTABLISHMENTS SHALL BE SUITABLY ARRANGED BY THE AGENCY WITH PROPER ELECTRICAL WIRING AND FITTING.
10. SUFFICIENT NUMBERS OF TOILETS, URINALS AND BATHING ROOM WITHIN EACH BARRACK/SHED WITH COMPLETE WATER SUPPLY SYSTEM. MINIMUM 1 NOS. URINAL CUM TOILET FOR EVERY 10 PERSONS AND 1 NO. BATHING ROOM FOR EVERY 10 PERSONS SHOULD BE ENSURED.
11. SEPTIC TANK/BIO-DIGESTER WITH PROPER INLET/OUTLET CONNECTION TO BE PROVIDED FOR EACH SHED.
12. PROPER APPROACH ROAD TO THE LABOUR COLONY & ITS CONNECTIVITY WITH EACH BARRACK WITH NECESSARY HARD SURFACING PREFERABLY WITH BRICK FLAT SOLING/PAVER BLOCKS/PCC PAVING.



BHARAT HEAVY ELECTRICALS LTD  
POWER SECTOR  
CENTRAL PROCUREMENT CELL (CPC)  
PSHQ

TITLE

TYPICAL LAYOUT FOR WORKMEN'S SHED (120 nos.)

SCALE 1:100 DRAWING NO. SKETCH-A  
DATE 10/01/2018

SIZE-A3

## Annexure V to NIT

### 8.4 BOCW Act & Cess Act

**8.4.1 BOCW Cess is not to be borne by contractor.** Refer Annexure-I regarding compliance of BOCW Act & Cess Act.

Annexure-I:	
Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:	
1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

8.	BOCW cess remittance should be made only after obtaining prior consent from BHEL. Contractor shall make remittance of the BOCW Cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
9.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
10.	<b>Bidders may please note that though the quoted price is exclusive of BOCW cess (which will be reimbursed by BHEL as per clause 8 above), however, if at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance with the BOCW Act and the discharge of total payment of Cess (in consultation with BHEL) under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the withheld amounts.</b>
11.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.



## ANNEXURE-XIX

### SAFETY CODE FOR CONTRACTORS

#### 1.0 GENERAL

- 1.1 Safety is the responsibility of every employee, individually and collectively.
- 1.2 Head of the Dept/Division should ensure that a copy of this Contractor's Safety Code is handed over to every Contractor working under his control and he should in turn prominently display all rules on the office/site notice board for the benefit of all the men working under him.
- 1.3 The Contractor shall in connection with provide adequate guards, illumination, fencing and watch wherever necessary at the construction site & working area, for the safety & convenience of general public.
- 1.4 Fire extinguishers adequate in number and with proper validity shall always be kept by the Contractor at the site of works, where there is risk of fire hazard, especially near the site stores.
- 1.5 Adequate washing facilities with proper drainage shall be provided and properly maintained near the place of work but at a safe distance from railway tracks and busy roads.
- 1.6 Whenever work is to be undertaken near a place, where there is a risk of drowning, arrangements to be made for safe barricading of such areas. All necessary equipment shall be provided and kept ready for use and necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work, in case of a mishap.
- 1.7 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by



the Safety Engineer, the Labour Officer, Engineer-in-charge of the concerned Department or their representatives.

- 1.8 Notwithstanding the above clauses, there is nothing in these to exempt the Contractor from the operation of any other Act or Rule in the Republic of India for the safety of men and materials.
- 1.9 An injury sustained in the plant, must be immediately reported to the First-Aid Station or next higher Supervisor/Officer in-charge, no matter how minor the nature of the injury.
- 1.10 In case of a fatal accident, the Contractor must inform the Engineer in-charge of the department for which he is working and a report in writing should be made, clearly explaining the sequence of events leading to the accident.
- 1.11 Smoking or use of naked lights is strictly prohibited near gas lines, valves and any other equipment linked to the gas distribution networks.
- 1.12 Smoking and carrying of matches, lighters and other spark producing devices is strictly prohibited within the area where inflammable liquids are stored, handled or used or where loading or unloading operations are performed. Any tank or container containing inflammable liquid should be properly grounded for preventing ignition due to static electricity charges. Contractor should ear-mark such areas and provide necessary signage and warning signals.
- 1.13 Contractors should ensure that employees do not report to work while under the influence of intoxicants. Any employee found on duty under the influence of liquor or of intoxicating drugs, will be liable to severe disciplinary action.
- 1.14 Work surroundings should be kept clean, free from oil, grease and other obstructions or fallen objects like nuts bolts etc.
- 1.15 After a job or work is completed, all left-over junk and other scrap materials should be cleared from the area immediately.





- 1.16 Drums or other make-shift arrangement must not be used in place of ladders or as work benches or supports for any job.
- 1.17 Employees shall not walk through or cross any operating units unless their duties require them to do so, or they are authorised.
- 1.18 Compressed air should not be used for removing dust from one's clothes and deliberately directed or used on any person as it is likely to cause serious injury.
- 1.19 If an employee, in the course of his work, encounters conditions of unusual hazard with which he is not familiar, he should contact the supervisor for advice before proceeding further. He should also inform the Contractor as well as the Engineer in-charge.
- 1.20 Contractors should particularly ensure that they or their employees do not meddle with any equipment they are not concerned or unfamiliar with and see that they should generally keep away from such equipment.
- 1.21 It should be ensured that no one takes rest/shelter below any under cut pit/excavation or near any stock-pile of materials.
- 1.22 For any work involving repair & maintenance underground, the Contractor shall follow the safety procedural orders/instruction issued by the Purchaser.
- 1.23 The Contractor shall ensure supervision of such jobs by competent persons within the meaning of Factories Act & Rules.
- 1.24 All persons engage on such jobs shall have to have before hand proper training instructions as required under Factories Act & Rules.

## **2.0 SAFETY MEASURES IN CONTRACT WORK**

Whereas, it is necessary to take steps to ensure safety at work sites by the executing contractual agency, it is incumbent of the Purchaser to introduce all measures to guide, induce, train and bind the agencies concerned to adopt remedial steps to



prevent accidents. Problem gets aggravated in contractual zones due to lack of training, in-adequate supply of personal protective equipment, shortage of skilled labour changing deployment of works etc. Accordingly, the following measures are intended to be introduced and the salient clauses will be included in the contract documents.

- 2.1 The Contractor shall take all safety precautions and provide adequate supervision in order to carry out the job safely and without damage to men & equipment.
- 2.2 Any special safety precautions, if required to be followed by the Contractor, such clauses shall be added.
- 2.3 The executing department would take necessary shut-downs wherever there are hazards of gases, electricity, moving machinery etc. The Contractor shall ensure that the shut-down/clearance are taken before deploying workers to such locations.
- 2.4 The Contractor shall supply safety appliance such as safety shoes, safety belts, helmets, gloves, harness etc. to his workers depending on working conditions and life saving jackets shall always be kept in readiness at the site. The Contractor shall not deploy any workmen without safety shoes and safety helmet and the safety applicable to the specific work conditions.
- 2.5 Before starting the day's job, the Purchaser's Supervisor/representatives will ensure that safety briefing has been done to the Contractor's supervisor who has previously been imparted safety induction training.
- 2.6 Head/Zonal in-charge will nominate Engineer in-charge of the contractual work under reference who will be fully responsible for the safe execution of the work at site.
- 2.7 In case of injury to persons, the Contractors shall first take the injured person to nearest hospital with the necessary forms. In no case the Contractors are allowed to take injured persons directly to their own Doctors.
- 2.8 The Contractor shall abide by the provisions of Factories Act, State Factory Rules, Workmen's Compensation Act, Payment of Wages Act, Contract Labour (Regulation)



Act etc., and keep the Purchaser indemnified of provision the above Acts and Rules.

- 2.9 The Head of Department. executing the contract upon the satisfaction that the Contractor is not conforming to the Safety requirements may direct stoppage of work and require the Contractor to remedy the defects. The Contractor shall not proceed with the work until he has complied with each directions to the satisfaction of such Head of the Department.
- 2.10 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.
- 2.11 Without prejudice to the right conferred by the above clause, for stoppage of work for violations of safety requirements the Contractor shall be liable for penalty as deemed fit for violation of safety rules & regulations upto first two instances. For the third violation he shall be liable to be debarred from further contracts upto a period of one year from the date of issue of debarring notice.
- 2.12 The Head of the Safety Engg. Deptt. or the Head of the Deptt. executing the contract will assess the penalty amount having regard to the circumstances, in particular, the nature and gravity of the violation. After issuing a notice to the Contractor to show cause why the amount specified therein shall not be imposed as a penalty and considering the cause shown by the Contractors, if any, he shall pass final orders which shall then be final and binding on the Contractor. The penalty amount will be recoverable from any bill and/or EMD/SD of the Contractor without any further reference to him.
- 2.13 Whenever work, at heights is involved, Contractor must obtain necessary permissions and clearances from the Safety Engg. Dept. for such persons required to do work at height.
- 2.14 Contractor must insure all the workmen under the "Workmen Compensation Act."



- 2.10.17 Before erection of any equipment on a foundation, the Bidder shall check and undertake if necessary rectification of foundation bolts, reaming of holes, drilling of dowels, matching of bolts and nuts, making new dowel pin, etc.
- 2.10.18 Assistance for calibrating/testing the power cylinders, valves, gauges, instruments, etc., and setting of actuators coming under various groups shall be provided by Bidder.
- 2.10.19 It shall be the responsibility of the Bidder to provide ladders on columns for initial works till such time stairways are completed. For this, the ladder should not be welded on the column and should be prefabricated clamping type. No temporary welding on any structural member is permitted except under special circumstances with the approval of Owner.
- 2.10.20 Structural materials required for the supporting/operating platforms required for the valves at various levels for the safe operation of valves will be arranged by the Bidder.
- 2.10.21 For civil, structural and architectural works, Volume II-G/1 & II-G/2 may be referred. For Instrumentation and Electrical works, Volume. II-E and Volume. II-F/1 & F/2 may be referred.
- 2.11.00 **Safety**
- 2.11.01 Safety and overall cleanliness of work site shall be given top priority. The Bidder shall ensure the safety of all workmen, materials and equipment either belonging to him or to others working at site. He shall observe safety rules & codes applied by the Owner at site without exception.
- 2.11.02 The Bidder shall notify the Owner of his intention to bring to site any equipment or material which may create hazard. The Owner shall have the right to prescribe the conditions under which such equipment or material may be handled and the Bidder shall adhere to such instructions. The Owner may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by the Owner.
- 2.11.03 Storage of petroleum products & explosives for construction work shall be as per rules and regulation laid down in Petroleum Act, Explosive Act and Petroleum and Carbide of Calcium Manual. Approvals as necessary from Chief Inspector of Explosives or other statutory authorities shall be the responsibility of the Bidder.
- 2.11.04 The Bidder shall be responsible for safe storage of his and his sub-Bidder's radioactive sources.
- 2.11.05 All requisite tests & inspection of handling equipment, lifting tools & tackle shall be periodically done by the Bidder. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.



- 2.11.06 All combustible waste and rubbish shall be collected and removed from the worksite at least once each day. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
- 2.11.07 The Bidder shall provide adequate number of fire protection equipment of the required types for his stores, office, temporary structures, labour colony etc. Personnel trained for fire-fighting shall be made available by the Bidder at site during the entire period of the Contract.
- 2.11.08 All electrical appliances used in the work shall be in good working condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The Bidder shall maintain adequate number of qualified electricians to maintain his temporary electrical installation.
- 2.11.09 All workmen of the Bidder working in construction site shall wear safety helmets, safety boots and safety belts. The Bidder shall take appropriate insurance cover against accidents for his workmen as well as third party.
- 2.11.10 All the worksites shall be provided with adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. by the Bidder for proper working environment during night times.
- 2.11.11 Adequate number of temporary toilets/urinals (men & women separate) shall be provided at work places with soak pits. Adequate drinking water facilities and rest rooms shall be provided for workers to take food and rest.
- 2.11.12 All safety precautions shall be taken for welding and cutting operations as per IS-818.
- 2.11.13 All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.
- ~~2.12.00 **Taking Delivery & Storage**~~
- ~~2.12.01 The Bidder shall arrange issue of all equipment and materials to be erected under the contract from the stores/open yard at site by signing on standard indent forms. After completion of work, detailed auditing of the materials so issued shall be submitted to the Owner.~~
- ~~2.12.02 The Bidder shall arrange for proper and safe storage of materials till the same are taken over by the Owner as per terms of the contract. Manufacturer's instructions for preservation shall be strictly followed.~~
- ~~2.12.03 All empty containers, packing materials, gunny bags, transport frames and also surplus and unused materials reconciliation prior to completion of contract shall be dealt as per clause 2.12.0 Section – 2 of Vol IB.~~



EPC Bidding Document

NLC India Limited  
NLC Talabira Thermal  
Power Project - 3x800 MW  
Jharsuguda, Odisha

**VOLUME: II-G/2  
PART-B  
SECTION-XIX  
GUIDELINE  
FOR  
SAFETY REQUIREMENTS FOR CONSTRUCTION WORKS**



Development Consultants Pvt. Ltd.

Vol. II-G2/Part-B/Section-XIX  
Safety Requirements for Construction Works

SECTION-B



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**VOLUME: II-G/2  
PART-B**

**SECTION-XIX**

**GUIDELINE  
FOR  
SAFETY REQUIREMENTS FOR CONSTRUCTION WORKS**

**1.00.00 GENERAL**

This specification deals with the subject matter of safety and protection to be observed in the Civil Construction. This shall be followed along with all related statutory requirements/obligation including Governmental byelaws, codes, ordinance of local or central authorities related to the construction work.

In case of complicated work like deep excavation, intricate shuttering and formwork, excavation in loose soil and below water table, stacking of excavated earth etc., work plan with necessary drawings and documents have to be prepared by the Bidder and got approved by the Engineer.

Necessary reference shall be made to the following Indian Standard Codes on safety requirements for various type of work :

**Indian Standard**

5916	Construction with Hot Bituminous Materials.
4130	Demolition of Buildings.
3764	Excavation Work
5121	Piling & Other Deep Foundations.
4014 - (P-II)	Scaffolding, Steel Tubular.
3696 –	
(P-I & P-II)	Scaffolds and Ladders.
6922	Structures Subject to Underground Blasts.
4756	Tunneling Work.
5499	Underground Air-raid Shelters in Natural Soil.
4138	Working in Compressed Air.
7293	Working with Construction Machinery
8989	Erection of Concrete Framed Structures.

**2.00.00 EXCAVATIONS**

2.01.00 Sides of all excavations must be sloped to a safe angle, not steeper than the angle of repose of the particular soil. If it is not possible to give a proper slope, the sides of the excavation where there is a danger of fall or dislodgement of earth or any material, shall be securely supported by timber or other type of shoring.







- 2.02.00 No excavation or earth work below the foundation level of an adjoining building shall be taken up unless adequate steps are taken to prevent damage to the existing structure or fall of any part.
- 2.03.00 Every accessible part of an excavation, pit or opening in the ground into which there is a danger of persons falling shall be suitably fenced with a barrier upto a height of one metre suitably placed from the edge of the excavation as far as practicable.
- 2.04.00 No material or load shall be placed or stacked near the edge of the excavation or opening in the ground. The excavated material shall not be placed within 1.5 m of the trench or half of the depth of the trench whichever is more.
- 2.05.00 Cutting shall be done from top to bottom. No undercutting of sides of excavation shall be allowed.
- 2.06.00 All narrow trenches 1.2 m or more depth, shall at all times be supplied with atleast one ladder for each 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to atleast one metre above the surface of the ground. The side of the trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope, or securely held by planking, strutting and bracing so as to avoid the danger of side collapse.
- 2.07.00 Materials shall not be dumped against existing walls or partition to a height that may endanger the stability of the walls.
- 2.08.00 While withdrawing piled materials like loose earth, crushed stone, sand, etc., from the stock piles, no over hanging shall be allowed to be formed in the existing dump.
- 2.09.00 No material on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public or any other agency at work.

### **3.00.00 DEMOLITION**

- 3.01.00 On every demolition job, danger signs shall be conspicuously posted all round the structure and all doors, openings giving access to the structure shall be kept barricaded or marked except during the actual passage of workmen or equipment. However, provision shall be made for at least two independent exits for escape of workmen during any emergency.
- 3.02.00 During night, red lights shall be placed on or about all the barricades.
- 3.03.00 Where in any work of demolition it is imperative, because of danger existing to ensure that no unauthorised person shall enter the site of demolition outside working hours, a watchman shall be employed. In addition to watching





the site he shall also be responsible for maintaining all notices, lights and barricades.

- 3.04.00 All the necessary safety appliances as per IS ;4130 shall be issued to the workers and their use explained. It shall be ensured that the workers are using all the safety appliances while at work.
- 3.05.00 The removal of a member may weaken the side wall of an adjoining structure and to prevent possible damage, these walls shall be supported until such time as permanent protection is provided. In case any danger is anticipated to the adjoining structure the same shall be got vacated to avoid any danger to human life.
- 3.06.00 The power on all electrical service lines shall be shut off and all such lines cut or disconnected at or outside the property line, before the demolition work is started. Prior to cutting of such lines the necessary approval shall be obtained from the electrical authorities concerned. The only exception shall be any power line required for demolition work itself.
- 3.07.00 All gas, water, steam and other service lines shall be shut off and capped or otherwise controlled at or outside the building line, before demolition work is started.
- 3.08.00 All the mains and meters of the building shall be removed or protected from damage.
- 3.09.00 If a structure to be demolished has been partially wrecked by fire, explosion or other catastrophe, the walls and damaged roofs shall be shored or braced suitably.
- 3.10.00 Walkways and passage ways shall be provided for the use of the workman who shall be instructed to use them and all such walkways and passageways shall be kept adequately lighted, free from debris and other materials.
- 3.11.00 All nails in any kind of lumber shall be withdrawn, hammered or bent over as soon as such lumber is removed from the structure being demolished, and placed in piles for future cleaning or burning.
- 3.12.00 All the roads and open area adjacent to the work site shall either be closed or suitably protected.
- 3.13.00 No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electricity charged.
- 3.14.00 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.





**4.00.00 VEHICLE**

- 4.01.00 No person shall board any vehicle or equipment when it is in motion.
- 4.02.00 Suitable blocks shall be placed against the wheels of a vehicle when it is used for tipping materials into excavation or a pit or over the edge of any embankment or earthwork to avoid the danger of its running over the edge.
- 4.03.00 All workers shall stand clear of the vehicle while it is dumping. If the material being dumped is very heavy or sticky, dump hooks shall be used or dumper shall be clamped to prevent any danger of its tripping.
- 4.04.00 Materials shall not be allowed to be loaded in a vehicle so as to project horizontally beyond the sides of the body of the vehicle. All materials projecting beyond the front or rear shall be indicated by a red flag in the day and with red light in the night.
- 4.05.00 Driver of the truck or any heavy vehicle shall not reverse it unless assisted by a signal man who shall have a clear view of the driver and the area beyond the truck during reversing operation.
- 4.06.00 Maximum speed of a heavy vehicle must not exceed 15 km. per hour.

**5.00.00 SCAFFOLDING, GANGWAYS, LADDERS & SHUTTERING**

- 5.01.00 For all work that cannot be done from the ground level or from part of any permanent structure or from other available means of support, soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to places of work.
- 5.02.00 All scaffolding shall be securely supported or suspended and wherever necessary be properly braced to ensure stability.
- 5.03.00 Chains, ropes or other lifting materials used for the suspension of scaffoldings must be of adequate strength and shall be of tested quality.
- 5.04.00 All such chains and ropes used for the suspension of scaffoldings shall be properly fastened to safe anchorage points.
- 5.05.00 The platform of a suspended scaffolding shall be sufficiently wide. Suspended scaffolding shall have hand rail on 3 sides of about 1.0 m height.
- 5.06.00 All working platform and stages from which workers are liable to fall shall be of adequate width depending on the type of work done and closely boarded and planked.
- 5.07.00 Scaffolding or staging more than 3.5 m above the ground or floor, suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1



m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. The platform shall also be provided with toe boards of at least 150 mm high so placed as to prevent the fall of materials and tools from there.

- 5.08.00 All platforms or gangways, runways and the stairs shall be kept free from unnecessary obstructions, materials or junk.
- 5.09.00 Working platforms, gangways & stairways shall be so constructed that they shall not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.5 m above ground level or floor level they shall be closely boarded, shall be of adequate width and shall be suitably fenced.
- 5.10.00 Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing whose minimum height shall be 1 m to prevent the fall of persons or materials.
- 5.11.00 Every ladder shall be securely fixed at top and bottom. A ladder more than 5 m long shall have a prop.
- 5.12.00 All ladders used shall be of good construction, sound materials and adequate strength. Ladders with defective or missing rungs shall not be brought into use. The spacing of rungs shall not exceed 30 cm and these shall be recessed at least 12 mm into rails.
- 5.13.00 All ladders or rungs used for vertical height of more than 10 m shall have an intermediate landing. All such intermediate landings shall be provided with guard rails to a height of at least 1 m.
- 5.14.00 Every ladder shall be securely placed so that it cannot move either at the top or at the bottom and it shall rise to a height of at least 1.2 m above the place of landing.
- 5.15.00 No portable single ladder shall be over 8 m in length.
- 5.16.00 Spacing between the side rails of the ladder shall not be less than 300 mm for ladders up to 3 m in length. For longer lengths, this shall be increased at 6 mm for each additional 0.3 m of length.
- 5.17.00 Metal ladders must not be used for electrical work or near electric circuit of equipment.
- 5.18.00 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

5.19.00 Unfinished scaffolding which is under construction shall be prominently marked as unsafe and any access points shall be closed.

5.20.00 All Planking and Decking on walkways and scaffolds shall be adequately supported at each end of the plank and intermediately if necessary. Planks shall not be allowed to cantilever beyond the last support but shall be overlapped if necessary on to the next plant.

5.21.00 Shuttering

The above remarks shall be applicable for this also. Shuttering, particularly for slabs, shall be treated as a scaffold. Unfinished shuttering shall be marked as dangerous similarly the finished formwork shall be adequately supported, care being taken to avoid trap door effects.

## **6.00.00 MOBILE LIFTING APPLIANCES**

6.01.00 No mobile lifting appliances shall used on a sloping surface unless adequate precautions are taken to ensure stability.

6.02.00 Adequate precautions shall be taken to see that jib of the mobile crane does not come in contact with overhead electric transmission line.

6.03.00 Only one person shall give signals to the operator of mobile lifting appliances.

6.04.00 Maximum load to be lifted by lifting appliances shall be marked in a position where it can be clearly seen by the crane driver and the operator.

6.05.00 No load shall be raised, lowered or suspended from a chain or rope having a knot in any of the part.

6.06.00 No chain which is joined to another chain by means of bolt and nut shall be used for raising, lowering or suspending any load.

6.07.00 All chains, ropes and lifting gears shall be carefully examined and tested by a competent Maintenance Engineer at least once in every quarter.

6.08.00 When the work is stopped or when the mobile lifting equipment is not in operation, the boom must be lowered to the horizontal position and tied securely in place to prevent accidental drop.

6.09.00 No person shall walk under a load which is swinging by a lifting equipment.

Guide rope must be attached to the load to prevent its swinging.

6.10.00 The foot blocks of the crane before starting work shall be securely supported and firmly anchored to prevent its movement in any direction.

6.11.00 Use of Hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards of condition.



- 6.11.01 These shall be of good mechanical construction, sound material and adequate strength and free from defect and shall be kept in good working order.
- 6.11.02 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 6.11.03 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine or give signals to the operator.
- 6.11.04 In case of every hoisting machine and every chain ring hook shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means, every hoisting machine and all gears referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working loading, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. Mobile cranes shall have the working load and the radius of jib for the load marked on it.
- 6.11.05 The top pulley for hoisting a load shall be opened monthly and the spindle inspected to see if any undue wear has taken place and for greasing.
- 6.11.06 In case of departmental machine, the safe working load shall be notified by the Engineer concerned. As regards bidder's machines the Bidder shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
- 6.12.00 Motors, gearing, transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as shall reduce to the minimum, the risk of accidental descent of the load. Adequate precautions shall be taken to reduce to the minimum, risk of any part of a suspended load becoming accidentally displaced.

## **7.00.00 RIVETTING, WELDING & GAS CUTTING & STEEL ERECTION**

### **7.01.00 Rivetting**

- 7.01.01 Bolts covered with wet or slippery compounds shall not be used in fabricating structural work.
- 7.01.02 The rivet heater must keep the rivet heating equipment as near as possible to the place of work.
- 7.01.03 A pail of water shall always be kept ready for quenching fire when stopping rivetting work.







- 7.01.04 Hot rivet shall not be thrown across aisles and shaftways.
- 7.01.05 Metal buckets for catching hot rivets must have false wooden bottoms to prevent rivets from rebounding.
- 7.01.06 All rivets, bolts, nuts, and other tools must be kept in boxes and not let loose, (For any further safety measures relevant Indian Standards and safety specifications of structural section shall be referred to).
- 7.02.00 Welding & Gas Cutting
- 7.02.01 All cylinders must be used and stored in upright position only.
- 7.02.02 Cylinders must be stored away from open flames and other source of heat.
- 7.02.03 Oxygen cylinders must not be stored near other cylinders containing gas or oil, grease or other combustible materials.
- 7.02.04 While the cylinder is in use, the cylinder valve key or wrench must be placed on the valve spindle.
- 7.02.05 Before a cylinder is moved, the cylinder valve must be closed.
- 7.02.06 Gas cutting torches must be lighted by means of friction flames or similar other methods and not with matches.
- 7.02.07 When torches are being changed or welding stopped for some time valves for all cylinders must be closed.
- 7.02.08 The coloured lenses used for welding or gas cutting must be of proper shade for the work being done.
- 7.02.09 Suitable eye protection equipment such as goggles, hand shields etc., must be used by persons engaged in welding or gas cutting operations.
- 7.02.10 Before any heavy structural member is gas cut, make sure that it is cleared and supported by ropes, cables, chains or any other means to prevent its dropping or swinging.
- 7.02.11 Cylinder valves and connections are not to be lubricated. All oily or greasy substances must be kept away from cylinders.
- 7.02.12 Substantial and incombustible screen must be used below or near the welding operations, if there is a possibility of a spark falling on other workmen engaged in work closely.
- 7.02.13 All air pipe lines and air hoses must be frequently inspected. Air hoses shall not be used for dusting or for cooling purposes.





- 7.03.00 Steel Erection
- 7.03.01 All persons shall stand clear when a crane is sorting or shifting steel girders or other structural materials.
- 7.03.02 No person shall stand, walk or work beneath any suspended load.
- 7.03.03 Guide rope must be used for guiding lifting loads.
- 7.03.04 When guiding a beam or fabricated structure or erection it shall be so held that the employees hands do not get jammed against other objects.
- 7.03.05 Safety belts equipped with suitable life lines must be used by persons working at heights and standing on structural members. Life line must be tied to an independent support. For any further safety measures, for Structural Steel Works, IS : 7205 shall be referred to.

**8.00.00 SAFETY APPLIANCES**

- 8.01.00 Workers employed on mixing asphaltic materials, cement and lime mortars, shall be provided with protective footwear and protective goggles.
- 8.02.00 Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes, shall be provided with protective goggles.
- 8.03.00 Those engaged in welding works shall be provided with welder's protective eye-shields.
- 8.04.00 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 8.05.00 When workers are employed in sewers and manholes which are in use, the Bidder shall ensure that the manhole covers are opened and chambers are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- 8.06.00 The Bidder shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken :
- 8.06.01 No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
- 8.06.02 Suitable face mask shall be supplied for use by them when paint is applied in the form of spray on a surface having lead paint dry rubbed and scraped.







- 8.06.03 Overalls shall be supplied by the Bidders to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 8.07.00 The workers going into inspection chamber shall have gas masks, gum boots and rubber gloves while working inside. After coming out they shall have some disinfectant from the first aid box for proper washing
- 8.08.00 All necessary personnel safety equipment such as safety helmets, safety boots, safety belts, leather gloves for welders, clear glass safety goggles etc., as considered adequate by the engineer have to be kept available for the use of persons employed at the site of work and maintained in condition suitable for immediate use and Bidder shall take steps to ensure proper use of equipment by the workers.
- 8.09.00 All the persons entering the tunnel shall be provided with protective wear, such as helmets, steel toe safety shoe, gum boots or other suitable type of protective foot wear. In the case of steeply inclined tunnels and inshafts, safety belts shall also be provided.
- 8.10.00 Sign boards 1 x 1.5 m in size with the following wording shall be erected at the access to these areas. "CONSTRUCTION AREA, HELMET REQUIRED BEYOND THIS POINT"
- 8.11.00 No loose garments or ragged clothing shall be worn by the personnel engaged in tunneling operation.
- 8.12.00 A telephone system shall provided to ensure a positive and quick method of communication between all control location inside tunnel and portal of the tunnels when longer than 500 m and for shafts when longer than 50 m
- 8.13.00 Irrespective of length and bends in the tunnel, arrangements shall be made for transmitting of warning signals by any one of the following means.
- 8.13.01 By electrically operated bells, operated by battery/dry cells with the bell placed outside the tunnel and the position of the switch shifting with the progress of the tunneling work. The position of the operating switch although temporary shall be so chosen as to ensure proper accessibility and easy identification.
- 8.13.02 By the use of two field (magnet type) telephone.
- 8.13.03 Any other suitable arrangement like walkie-talkie.
- 8.14.00 Arrangement for rendering prompt and adequate first aid to the injured persons shall be maintained at every work site under the guidance of a medical officer-in-charge of the project. Depending upon the magnitude of the work the availability of an ambulance at a very short notice (at telephone call) shall be ensured.



- 8.15.00 First-aid arrangements commensurate with the degree of hazard and with the number of workers employed shall be maintained in a readily accessible place throughout the working hours. At least one experienced first-aid attendant with his distinguishing badge shall be available on each shift to take care of injured persons. Arrangements shall be made for calling the medical officer, when such a need may arise. It is recommended that foreman/assistant foreman/supervisor/ permanent workmen who are normally present at each working phase in each shift are given adequate training on first-aid methods to avoid employment of a separate attendant.
- 8.16.00 Stretchers and other equipment necessary to remove injured persons shall be provided at every shift.
- 8.17.00 Where there are more than 50 persons working in a shift, effective artificial respiration arrangements shall be provided, with trained men capable of providing artificial respiration.
- 9.00.00 ELECTRICAL**
- 9.01.00 Only authorised persons shall handle or otherwise interfere with electrical equipment. Any person detecting electrical apparatus being handled by an unauthorised person or equipment in unsafe condition must report the matter to the Engineer concerned.
- 9.02.00 No person shall work on any live electric conductor or apparatus and no person shall assist such person on such work, unless he is authorised in that behalf.
- 9.03.01 After isolating the equipment from the source of supply before the work begins, a sign 'DON'T SWITCH ON' must be hung on or near the switch to avoid its being accidentally or inadvertently switched on when persons are working.
- 9.03.02 Take out the fuses and keep in safe custody.
- 9.03.03 The switch may be locked if locking arrangement exists.
- 9.03.04 Earth the equipment, before work, to discharge it and short the terminals as a precautionary measure against accidental switching ON.
- 9.03.05 After the work is finished take out Earthing and shorting link.
- 9.03.06 Remove all tools and materials from the site of work. Replace the fuses and unlock the switch.
- 9.03.07 The switch shall only be put 'ON' by the person who switched it 'OFF' or by the person authorised by him in writing.



- 9.04.00 When working on live equipment use one hand only whenever possible, it is advisable to keep the other hand behind the back. Shocks from hand to hand are most dangerous.
- 9.05.00 All persons handling electrical gear in elevated position must use safety belts. Even a slight shock may cause loss of balance and fall.
- 9.06.00 No one shall attempt to extinguish a fire on or near a live electrical apparatus with water. Water is a good conductor of electricity. Use extinguishers wherever provided. Use sand and blankets etc., if available.
- 9.07.00 No person shall use any part of electrical equipment for storing or hanging clothes, umbrellas or other articles. Serious accidents occur from this practice.
- 9.08.00 For attending the work on O.H. lines or equipment use wooden ladders. Metallic ladders shall not be used.
- 9.09.00 Use insulated tools and ensure the insulation is in proper condition periodically at least once in three months. Use rubber gloves wherever possible.
- 9.10.00 As far as possible verbal instructions shall be avoided in case of pre-arranged shut-down of electrical apparatus.
- 9.11.00 When workers are employed for electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 10.00.00 MISCELLANEOUS**
- 10.01.00 The Bidder shall provide necessary fencing and lights to protect the public from accident.
- 10.02.00 Fire extinguishers adequate in number shall be kept by the Bidder at the site of works where there is risk of fire hazard.
- 10.03.00 Adequate washing facilities shall be provided near the place of work.
- 10.04.00 When the work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 10.05.00 These safety provisions shall be brought to the notice of all concerned by displaying on a Notice Board at a prominent place at the work spot. The





persons responsible for compliance of the code shall be named therein by the Bidder.

- 10.06.00 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Bidder shall be open to inspection by the Engineer and Owner.
- 10.07.00 Notwithstanding the above clauses there is nothing in those to exempt the Bidder from the operations of any other Act or Rule in force in the Republic of India.
- 10.08.00 All storage, handling and use of flammable liquids shall be under the supervision of qualified persons. Flammable liquid shall not be stored inside the tunnel
- 10.09.00 All sources of ignition shall be prohibited in areas where flammable liquids are stored, handled and processed. Suitable warning and 'NO SMOKING' signs shall be posted in all such places. Receptacles containing flammable liquids shall be stacked in such a manner as to permit free passage of air between them.
- 10.10.00 All combustible materials shall be continuously removed from such areas where flammable liquids are stored, handled and processed. All spills of flammable liquids shall be cleared up immediately. Containers of flammable liquids shall be tightly capped.

#### **11.00.00 REPORTING OF ACCIDENT**

All accidents, major or minor must be reported immediately. The Bidder, shall provide first aid to the injured person immediately and the injured person shall report to the first aid station along with the 'INJURED ON WORK' form duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station".

##### **Serious Injury**

In case of serious injury, the following procedure shall be adopted by the Bidder :

- 1). Provide First Aid at his own First Aid Station.
- 2). Take the injured person to the Hospital along with the "INJURED ON WORK" form duly filled in.
- 3). Reporting the accident to the Owner/Engineer by the Bidder.

##### **Fatal Accident**

Fatal accident must be reported immediately to the Engineer/Owner as well as to the Police.



## Penalty

Failure to observe the Safety Rules shall make the Bidder liable to penalty by way of suspension of work, fine and termination of bid.

### 12.00.00

## GENERAL SAFETY PROVISIONS FOR COOLING TOWER AND CHIMNEY:

There are numerous safety aspects to consider in construction; they are affected not only by the structural and environmental aspects of the form and scaffold system in use, but also by the strength and stability of the partially completed structure.

The early age of the concrete is a critical item and can control the rate of progress. Similarly, the design, manufacture, and installation of anchorages in the young concrete are important items. Jump form systems rely heavily on strengths of previous lifts to resist construction loads and moments; vertical slip forms do not typically apply eccentric loads to lifts below but are dependent on the strength of concrete at very early ages.

Training of personnel is important to the safe operation of any construction system. It is a critical item in the use of jump form and slip form systems. The sequencing and execution of the many procedures involved can affect the overall safety of the system, including the partially completed structure. The bidder shall implement safety inspection procedures which shall be part of the field records. Personnel shall be made aware of the interrelationships of the various system components and be cautioned as to the critical elements.

Access ways shall be available for use at all times, without restrictions caused by debris or other items. Alternate routes must be made available in the event normal access is interrupted. Ladders between work levels shall be secured and available at all times; access hatches shall be clearly marked and available at any time.

## CONSTRUCTION REVIEWS

Preconstruction reviews can be useful in acquainting jobsite personnel and other associated personnel with planned construction methods, form and scaffold systems, materials delivery systems, schedules, and overall operating procedures. Compliance officers can be informed of safety procedures to be in effect and notified of persons responsible for reporting. Preliminary discussions shall include basic construction procedures and schedules, as well as design loading criteria for the form and scaffold system. More specific procedures, schedules, and loads can be provided with design drawing submittals at a later time, but prior to starting construction.

Critical conditions or loads shall be clearly noted; key operations shall be denoted and appropriate safety measures put into effect.



Regular or periodic construction meetings can be effectively used to review progress of construction and to discuss changes to operating procedures, equipment, and/or personnel.

Specific bench marks shall be established for all key operations; these shall include, but not necessarily be confined to, minimum concrete strength for form removal, minimum concrete maturity, minimum size and number of anchor bolts, and their proper placement, sequence of operation, maximum deck loads, minimum size and number of scaffold connections, maximum concrete casting rates and size and spacing of form ties.

Inspections shall be adequate to assure the bench marks are being met. Job site records can be satisfactorily used to review many items. Some items will require detailed inspections to be performed.

There are a number of key factors influencing the overall structural integrity of moving formworks used in the construction of cooling towers and chimneys. The principal forming systems, which have been addressed in the respective sections, cannot be treated independently of the partially completed structure. The forms, scaffolds, moving mechanisms and the structure combine to form an interactive construction system in which the safety of individual components is affected by the design and operation of other components.

A working knowledge of the operational aspects of the systems will ensure meaningful field evaluation of system safety by compliance officers. Among critical safety items, the capacity of partially matured concrete to resist imposed construction loads with an adequate margin of safety shall receive foremost priority.

The minimum factor of safety shall be maintained at a level consistent with the design of concrete structures for occupancy loads for two important reasons.

First, service loads and fully developed concrete strength are more predictable than construction loads and the strength of concrete at early ages. Second, the consequences of a construction failure in terms of human casualties would be quite severe owing to the fact that moving form systems are generally well-populated and inherently limited in providing the exit ways for emergency evacuation of personnel in the event of structural distress.

In addition, where the partially cured concrete supports loads transmitted by scaffolds and other work platforms, its strength requirements shall be consistent with the safety factors prescribed by the construction safety regulations.

The compliance officer shall expect to find field records which will show, above all else, that the construction system is well-conceived and structurally sound with regard to the maintenance of a minimum factor of safety on component strengths. The engineer's records shall be sufficiently comprehensive to indicate, through a detailed set of specifications, critical







benchmarks for the movement of forms and imposition of loads on partially cured concrete.

The field logs shall show these bench marks are being met. The proper implementation of these items is the key requirement contained in regulations. Many of the safety hazards found in cooling tower and chimney construction are universal in application.

Access ways must be available at all times, without blockage by debris or other items. All structural connections of the scaffolding and forming systems must be sound and adequate for the intended loads. Any signs of distress in the system, such as cracking, peeling, bending, etc., shall be noted and remedial measures taken immediately. Structural engineering consultants may be needed in the evaluation of certain moving form systems which incorporate relatively complex mechanisms (such as catheads used in conjunction with flexible cables to transport concrete to the top of the tower) capable of producing extraordinary loads on the partially matured concrete structure.

### 13.00.00 CHECK LIST FOR INSPECTION OF JUMP FORM SYSTEM

#### REFERENCE DOCUMENTS

#### REVIEWED

Tower drawings  
Formwork drawings  
Formwork calculations  
Sequence of moving cycle  
Criteria for form movement  
Concrete records  
Material test records  
Maintenance records

GENERAL		YES	NO
Concrete Anchorages Access ways Forms	Overall formwork condition adequate	-----	-----
	Routine maintenance performed	-----	-----
	Regular inspections performed:		
	-----	-----	-----
	-----	-----	-----
	-----	-----	-----
	-----	-----	-----
	Training provided for personnel	-----	-----
	Form movement criteria observed	-----	-----
	Signs of overload or structural distress	-----	-----
If answer is yes, explain further.			





CONCRETE	DESIGN	OBSERVED
28-day compressive strength	-----	-----
Max. slump, in.	-----	-----
Max. water/cement ratio	-----	-----
Min. compr.str. for form movement	-----	-----
Min. comp. str. for placing concrete in succeeding lift	-----	-----
General Comments:		

ANCHORAGES	DESIGN	OBSERVED
Design working load (in concrete, with safety factor)	-----	-----
-		
Shear	-----	-----
Tension	-----	-----
Nominal size of embedment	-----	-----
Nominal size of anchor bolt	-----	-----
Min. anch.bolts per strongback	-----	-----
General Comments:		

ACCESS/EGRESS	DESIGN	OBSERVED
Level 1 (Top) scaffold (..... simple..... braced..... Cantilevered)		
Live load	-----	-----
Spacing of scaffold brackets	-----	-----
Nom.bolt sizes	-----	-----
Level 2 Scaffold (..... Simple..... braced..... cantilevered)		
Live load	-----	-----
Spacing of scaffold brackets	-----	-----
Nom. bolt sizes	-----	-----
Level 3 Scaffold (..... simple..... braced..... cantilevered)		
Live load	-----	-----
Spacing of scaffold brackets	-----	-----
Nom. bolt sizes	-----	-----
Level 4 Scaffold {..... simple..... ..braced..... cantilevered)		







## EPC Bidding Document

NLC India Limited  
NLC Talabira Thermal  
Power Project - 3x800 MW  
Jharsuguda, Odisha

Live load -----  
Spacing of scaffold brackets -----  
Nom. bolt sizes -----  
Miscellaneous Comments:  
Ladders: \_\_\_\_\_  
Stairs: \_\_\_\_\_  
Elevators: \_\_\_\_\_  
Guardrails: \_\_\_\_\_  
Toe boards: \_\_\_\_\_  
Maintenance: \_\_\_\_\_  
General Comments: \_\_\_\_\_

HOISTING SYSTEM	DESIGN	OBSERVED
-----------------	--------	----------

Main hoist line		
Min. sheave size	-----	-----
Min. line size	-----	-----
Static line		
Min. sheave size	-----	-----
Min. line size	-----	-----
Max. tension	-----	-----
Max. hoist load	-----	-----
General Comments:		

RAISERS	YES	NO
---------	-----	----

Mechanical components checked regularly	-----	-----
Safety mechanism operating properly	-----	-----
Regular maintenance performed	-----	-----
General Comments:		

### CHECK LIST FOR INSPECTION OF SLIP FORM SYSTEM

REFERENCE DOCUMENTS	REVIEWED
Chimney / silo drawings	-----
Formwork drawings	-----
Formwork calculations	-----
Criteria for slipping rate	-----
Concrete records	-----
Material test records	-----
Maintenance records	-----





# EPC Bidding Document

NLC India Limited  
NLC Talabira Thermal  
Power Project - 3x800 MW  
Jharsuguda, Odisha

GENERAL	YES	NO
Overall formwork condition adequate	-----	-----
Routine maintenance performed	-----	-----
Regular inspections performed	-----	-----
Concrete	-----	-----
Climbing rods	-----	-----
Anchorage	-----	-----
Access ways	-----	-----
Forms	-----	-----
Training provided for personnel	-----	-----
Form slipping criteria observed	-----	-----
Signs of overload or structural distress	-----	-----
If answer is yes, explain further	-----	

CONCRETE	DESIGN	OBSERVED
28-day compressive strength-----	-----	-----
Max. slump in.	-----	-----
Max. water/cement ratio	-----	-----

CLIMBING RODS	DESIGN	OBSERVED
Diameter of rods	-----	-----
Unbraced length	-----	-----
Dist between climbing rods	-----	-----
General Comments:	-----	

ANCHORAGE (climbing mast system)	DESIGN	OBSERVED
Design working load (in concrete, with safety factor) -----	-----	-----
Shear	-----	-----
Tension	-----	-----
Nominal size of embedment	-----	-----
Nominal size of anchor bolt	-----	-----
General Comments:	-----	

ACCESS/EGRESS	DESIGN	OBSERVED
Main work deck Live load, psf	-----	-----
Level I (TOP) scaffold (.....simple.....braced.....cantilevered)		
Live load	-----	-----
Spacing of scaffold brackets	-----	-----
Nom. bolt sizes	-----	-----
Level 2 scaffold (... simple..... Braced.....cantilevered)		
Live load	-----	-----
Spacing of scaffolds brackets	-----	-----





EPC Bidding Document

NLC India Limited  
NLC Talabira Thermal  
Power Project - 3x800 MW  
Jharsuguda, Odisha

Nom. bolt sizes \_\_\_\_\_

Level 3 scaffold [..... simple.....Braced.....cantilevered)

Live load \_\_\_\_\_

Spacing of scaffold brackets \_\_\_\_\_

Nom. bolt sizes \_\_\_\_\_

Miscellaneous Comments:

Ladders: \_\_\_\_\_

Stairs: \_\_\_\_\_

Elevators: \_\_\_\_\_

Guardrails: \_\_\_\_\_

Toe boards: \_\_\_\_\_

Maintenance: \_\_\_\_\_

General Comments: \_\_\_\_\_

YOKES/HYDRAULIC JACKS YES NO

Level controls \_\_\_\_\_

adequate Safety mechanisms \_\_\_\_\_

operating properly \_\_\_\_\_

Regular maintenance performed \_\_\_\_\_

General Comments: \_\_\_\_\_



## Annexure VII to NIT

### ***NLC Talabira Thermal Power Plant (NTTPP)*** ***IDCT Civil works***

Below given Nos are tentative for planning purposes by the bidder. At the time of start of work, BHEL and contractor shall jointly make MOM about deployment period of each of following T&P

Sl. No.	Description of T&P	Minimum Quantity
1	Automatic Concrete Batching Plant (60 Cum/Hr.) (with printing facility & DG back up) with three Nos. of Silos of 100 MT capacity each	2 Nos
2	Tower Crane of suitable capacity & height & radius	2 Nos. for each IDCT (Total 6 Nos.)
3	Concrete Transit Mixer	9 Nos.
4	Concrete Pumps of Suitable Capacity with sufficient lift	3 Nos.
5	Hydraulic Excavator	3 Nos.
6	Back hoe loader	As per requirement
7	Dumper	8 Nos.
8	Concrete Boom placer with sufficient boom length	3 Nos.
9	Dozer	As per requirement
10	Earth Compactor - 3MT Capacity	As per requirement
11	Vibro roller	As per requirement
12	Vibrators (electrical/diesel) with needle	As per requirement
13	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 5 HP to 15 HP	9 Nos.
14	Curing pump – 1.5 / 2 HP	As per requirement
15	Pneumatic rock breaker with jack hammer	As per requirement
16	Ply Shuttering board with adequate supporting structure (Old steel shuttering plates will not be allowed).	As per requirement
17	Steel Shuttering	As per requirement
18	Pick & carry crane (10/ 12 T cap) *Note- Hydra is not allowed at project site	As per requirement
19	Trailer (20MT Capacity)	As per requirement
20	Tractor with Trolley	As per requirement
21	Reinforcement bending machine	As per requirement

### Annexure VII to NIT

Sl. No.	Description of T&P	Minimum Quantity
22	Reinforcement cutting machine	As per requirement
23	Ply cutting machine	As per requirement
24	Total Station with adequate no. of Surveyors & support staff	As per requirement
25	Auto level & staff	As per requirement
26	Optical/Laser Plumb	As per requirement
27	Water Tanker with sprinkler attachment	As per requirement
28	All equipments for area Lightning like LED/Halogen bulbs and Portable light Towers etc.	As per requirement
29	DG Set of 125 KVA Capacity	As per requirement
30	Pipe Scaffolding, Clamps/ Swivel Couplers (One/Two Way), Props, Jacks, Screw Heads, MS Pipes, Wooden Battens, Planks, Bullies, H Frames, Tie Rods with Nuts, Adjustable Achro Span (Considering Individual Areas)	Adequate quantity as per requirement
31	Electrical Winches of required capacity	As per requirement
32	Welding machine with all accessories	As per requirement
33	Welding Rectifier	As per requirement
34	Steel ladders for approach	As per requirement
35	Steel jolly for temporary working platform	As per requirement
36	Construction Cable and Water Pipe Line	As per requirement

Secured Mobilization advance of 5% can be paid against deployment & installation of Sl. No. 1,2 and 8.

## **ANNEXURE – VIII to NIT: FOR CONSTRUCTION WATER AND POWER**

<b>3.12</b>	<b>Construction water:</b>
<b>3.12.1</b>	Construction Water (Raw water) required for site requirements shall be drawn from the Bhedan river at a point jointly identified by Contractor and BHEL Engineer in charge. The required pumps & accessories, pipes for drawing water from the given point and for further distribution shall be arranged by the contractor at their cost to ensure supply of water without interruptions. No extra payment shall be made under this account.
<b>3.12.2</b>	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
<b>3.12.3</b>	Contractor to satisfy himself that the water drawn by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
<b>3.12.4</b>	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
<b>3.12.5</b>	BHEL shall establish pumping system for drawing water from Bhedan river for Construction purposes. On establishment of the system, Contractor shall draw water from BHEL's single point source for water supply. All Necessary pumps & accessories, pipes for drawing water from the given point and for further distribution shall be arranged by the contractor only at their cost.

<b>4.12</b>	<b>Construction Power:</b>
<b>4.12.1</b>	Construction power (three phase, 415V/440V) will be provided to the contractor on chargeable basis at one single point by BHEL. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc.
<b>4.12.2</b>	In general, Construction power will be provided to the contractor on chargeable basis at one single point. However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. If, BHEL provides electricity at more than one point, it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor.
<b>4.12.3</b>	<p>Contractor to note that BHEL shall complete the arrangements for Construction Power Supply after about nine months from the commencement of contract period. However, in the meantime, BHEL will also make alternate temporary arrangements to provide Construction Power Supply to contractor.</p> <p>Till such arrangement is made by BHEL, the contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable for this.</p>

<b>4.12.4</b>	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity.
<b>4.12.5</b>	<p>The Construction Power consumed by the contractor shall be chargeable based on prevalent rate of DISCOM (OERC guidelines). The existing rates are provided below:</p> <p>Demand Charge: Rs.250/KVA/ Month</p> <p>Energy Charge:</p> <p>For Load Factor <math>\leq 60\%</math> : 585.00 Paise/kVAh</p> <p>For Load Factor <math>&gt; 60\%</math> : 475.00 Paise/kVAh</p>
<b>4.12.6</b>	The above rates are indicative only. This rate may vary from time to time and the prevailing rates during execution shall be applicable.
<b>4.12.7</b>	Any duty, deposit involved in getting the Electricity shall be borne by the bidder.
<b>4.12.8</b>	The contractor has to Provide necessary meter for measuring the power consumption. In case of any dispute, BHEL engineer's decision shall be final and binding on contractor. The meter used by the contractors shall be duly calibrated.
<b>4.12.9</b>	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer will be recovered from contractor's bills.
<b>4.12.10</b>	<p>The contractor shall make his own arrangement for further distribution of power, taking due care of surrounding construction activities like movement of cranes &amp; vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. Sometimes it may become necessary to relocate some of the installations to facilitate work by other agencies or by him.</p> <p>Distribution of supply shall be done by the contractor using underground cables. The contractor shall be responsible to provide complete LT distribution with Fuseless system including the supply of all materials like cables, necessary isolators/LCB, Switch boards, industrial receptacles/sockets, pipes, etc. observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements.</p> <p>All cables being used for construction power shall be armoured only. Buried cable shall be suitably identified by the route markers.</p>
<b>4.12.11</b>	BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
<b>4.12.12</b>	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost.

## Annexure IX to NIT

<b>1</b>	<b>ROYALTY/ SEIGNIORAGE CHARGES</b>
<b>1.1</b>	<p><b>ROYALTY/ SEIGNIORAGE CHARGES FOR EXCAVATION INSIDE PROJECT PREMISES AND FOR EXCAVATION OF OVERBURDEN EARTH FROM TALABIRA MINES</b></p> <ul style="list-style-type: none"> <li>i. The contract price shall be excluding Royalty for excavation inside Project premises, if any and for excavation of overburden earth from Talabira mines. The Bidder need not quote for the same in his price.</li> <li>ii. Royalty/ seigniorage charges (if any) for excavation inside project premises and for excavation of overburden earth from Talabira mines, if it becomes applicable, as per Govt. of Odisha Notification shall be reimbursable to the bidder by BHEL for the quantum of earth work done on submission of necessary documentary evidence as proof of payments/ challans as required by BHEL for reimbursement by the contractor for making such payments as per statutory provisions and this reimbursement shall be over and above the contract price.</li> </ul> <p>If there is a demand by statutory bodies at a later date from the contractor for payment of royalty for excavation inside project premises and for excavation of overburden earth from Talabira mines, the same will be reimbursed to the contractor at actual against submission of documentary evidence and any penalty levied by the statutory bodies in this regard will be to contractor's account.</p>
<b>1.2</b>	<p><b>ROYALTY FOR CONSTRUCTION MATERIALS</b></p> <ul style="list-style-type: none"> <li>i. The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on due date of Bid Submission.</li> <li>ii. The contract price shall be including all applicable Royalty for Construction materials as per the rates in clause no. 1.2 i and the Bidder to quote their price accordingly. The Royalty amount will not be reimbursed by BHEL.</li> <li>iii. In the event of there being a statutory increase in the rates of royalty charges/ fresh levy of royalty on materials, the increase/ fresh levy shall be reimbursed to the Contractor upon submission of original challan of having made the payments at revised rates and necessary proof of payments as required by M/s NLCIL for reimbursement and realization of reimbursement from NLCIL to BHEL.</li> <li>iv. In the event of there being a decrease in such rates, the decrease shall be recovered from the Contractor.</li> <li>v. The increase or decrease in Royalty shall be w.r.t the rate as per enclosed notification as referred in Clause no. 1.2 i above.</li> <li>vi. The total reimbursement of increase or decrease in royalty charges or new levies (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification.</li> <li>vii. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.</li> </ul>



## Annexure IX to NIT

	<p>viii. If there is a demand by statutory bodies at a later date from BHEL/ contractor for payment of royalty for construction materials, the same will be paid by contractor or recovered from Contractor and paid by BHEL. BHEL's decision regarding modality of payment for the demand is with BHEL &amp; binding on the Contractor. Any penalty levied by the statutory bodies in this regard or any other reason on account of royalty/ seigniorage fee for Construction materials will be to contractor's account.</p> <p>ix. The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Purchaser to the Contractor on submission of the following documents in original</p> <p style="padding-left: 40px;">A) In case the Contractor is the primary license holder of the quarry / mines:</p> <p style="padding-left: 80px;">i) Vehicle wise challan / transit permit and proof of payment of royalty, and</p> <p style="padding-left: 80px;">ii) Any other document required as per the relevant Acts/Rules of the concerned state.</p> <p style="padding-left: 40px;">B) In case the Contractor is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals:</p> <p style="padding-left: 80px;">i) Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and</p> <p style="padding-left: 80px;">ii) Any other document required as per the relevant Acts/Rules of the concerned state.</p> <p>x. In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be deducted from the respective RA bill, which shall be refunded to the Contractor on submission of proof of royalty payment. However, if the Contractor fails to provide the proof of royalty payment within a period of 60 days from the date of RA bill, BHEL shall issue a notice to the Contractor giving 30 days' time for submission of the proof of royalty payment. In case of non-submission of the proof of payment of royalty by the Contractor, the amount so deducted shall be deposited by BHEL to the concerned authority.</p> <p>In the absence of production of challan, the actual prevailing rate for royalty/ seigniorage fee as per the Odisha Government Gazette Notification shall be withheld from RA bill/ final bill and on production of challan, payment of relevant portion will be released.</p>
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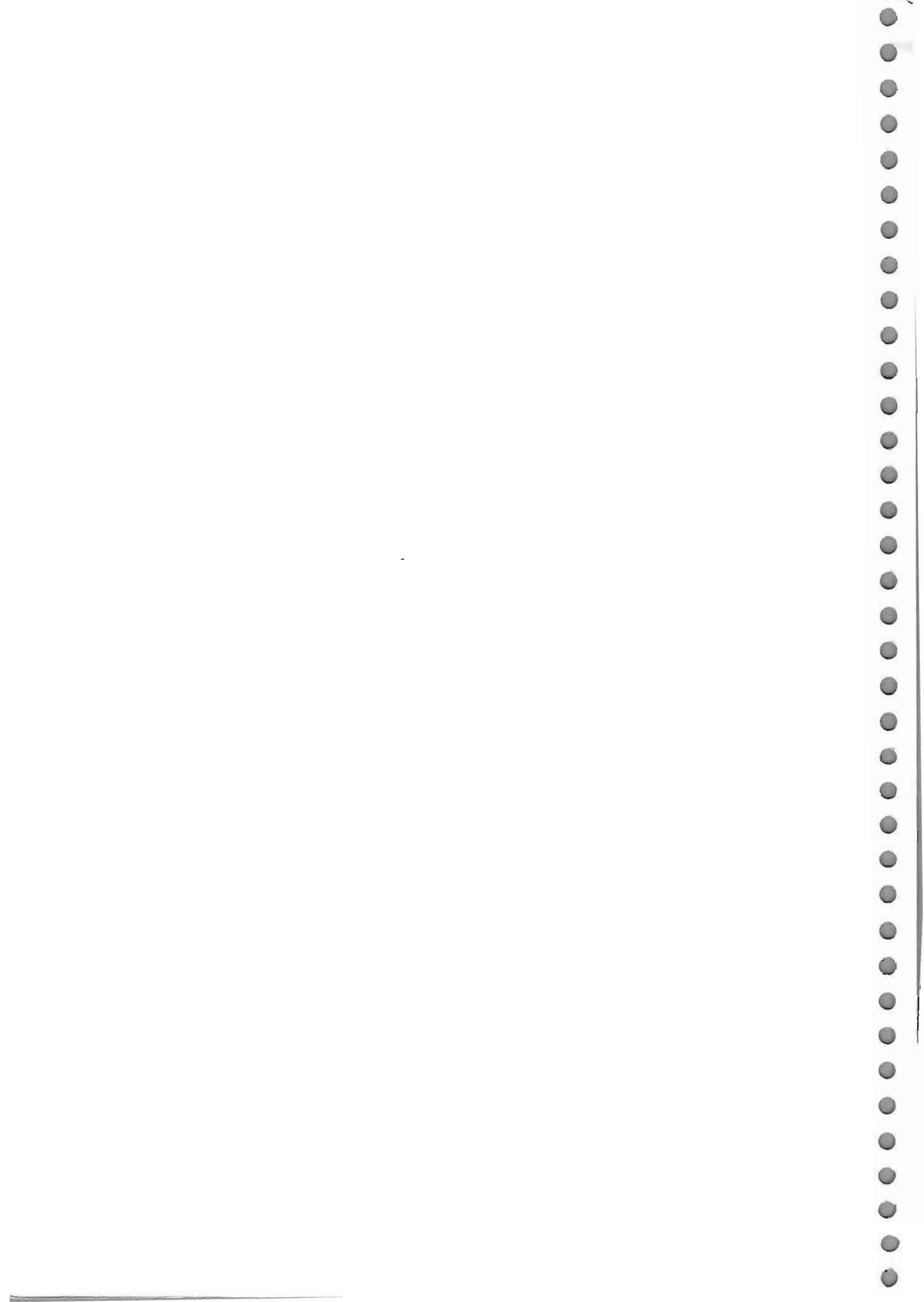
Government of Odisha

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## Odisha Minor Mineral Concession (OMMC) Amendment Rules - 2023

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Department of Steel & Mines  
Government of Odisha



## STEEL &amp; MINES DEPARTMENT

## NOTIFICATION

The 14<sup>th</sup> December, 2016

(As Amended upto 24.04.2023)

## ODISHA MINOR MINERAL CONCESSION RULES, 2016

S.R.O. No. 601/2016— In exercise of the powers conferred by sub-section (1) of Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and in supersession of the provisions contained in the Odisha Minor Mineral Concession Rules, 2004, except as respects things done or omitted to be done before such supersession, the State Government hereby makes the following rules for regulating the grant of mineral concessions in respect of minor minerals and for the purposes connected therewith, namely:—

## CHAPTER-I

## PRELIMINARY

1. **Short title and commencement:** — (1) These rules may be called the Odisha Minor Mineral Concession Rules, 2016.

(2) They shall come into force on the date of their publication in the *Odisha Gazette*.

2. **Definitions:**— (1) In these rules, unless the context otherwise requires,—

- (a) “Act” means the Mines and Minerals (Development and Regulation) Act, 1957;
- (b) “Additional charge” means the amount payable by a successful bidder on unit quantity of minerals towards auction money in addition to other charges leviable under these rules;
- (c) “Authorized Officer” means the Director of Mines and Geology in respect of Specified Minor Minerals and Director of Minor Minerals in respect of Minor Minerals Other than Specified Minor Minerals or any officer duly authorized by the Government in writing for the purpose;
- (d) “Captive use” means use of the entire quantity of mineral(s) extracted from the mining lease in a mineral processing unit or mineral beneficiation unit owned by the lessee excluding the mineral of substandard quality or mineral rejects;
- (e) “Collector” means the Chief Officer-in-Charge of the revenue administration of a district and also includes the Additional District Magistrate;
- (f) “Competent Authority” means officer mentioned in column (4) of Schedule IV for the purpose and jurisdiction specified against each of them in Columns (2) and (1) respectively thereof;
- (g) “Controlling Authority” means officer mentioned in column (3) of Schedule III for the purpose and jurisdiction specified against each of them in column (1) thereof;
- (h) “Decorative Stone” means all types of granites as defined in the Granite Conservation and Development Rules, 1999 and any other rock suitable for decorative or export purpose including dimension stone;

- (i) "Deputy Director" means the Deputy Director of Mines, Odisha;
- (j) "Director" means the Director of Mines and Geology, Odisha for Specified Minor Minerals and the Director of Minor Minerals, Odisha for Minor Minerals other than Specified Minor Minerals;
- (k) "Form" means Form appended to these rules;
- (l) "Government" means the Government of Odisha;
- (m) "Grama Panchayat" means the Executive Committee of the "GramaSasan" established under section 7 of the Odisha Gram Panchayat Act, 1964;
- (n) "Granite" means dolerites, granite gneisses, migmatities, gabbros, anorthosites, rhyolites, syenites, leptynites, charnockites and other igneous and orthometamorphic rock types which are —
  - (i) amenable to be recovered as dimensional stone,
  - (ii) capable of taking polish, and
  - (iii) commercially exploitable;
- (o) "Joint Director" means the Joint Director of Mines, Odisha in respect of Specified Minor Minerals and Joint Director of Minor Minerals in respect of Minor Minerals Other than Specified Minor Minerals.
- (p) "Minimum guaranteed quantity" means, in respect of sources for which the mining plan has been approved, the quantity of annual extraction approved for the year concerned as per the mining plan and in respect of sources for which mining plan has not been prepared and approved, such annually extractable quantity as may be assessed by the Competent Authority with approval of the Controlling Authority as the reasonable quantity that may be extracted from the source considering its potential.
- (q) "Mining lease" means a lease granted under these rules for specified minor minerals over a compact area;
- (r) "Mining Plan" in relation to specified minor minerals means a mining plan prepared under the 'Granite Conservation and Development Rules, 1999' and in relation to all other minor minerals means a mining plan prepared under these rules;
- (s) "Own Industry" means an industry of which the lessee is the owner or in which he holds not less than fifty percent of controlling interest.
- (t) "Prospecting license-cum-mining lease" means a two stage concession granted for the purpose of undertaking prospecting operation in respect of specified minor minerals followed by mining operation over a compact area;
- (u) "Quarry lease" means a lease granted on tenure basis for extraction, collection and/or removal of minor minerals other than specified minor minerals over a compact area;

- (v) "Quarrying operation" means any operation undertaken for the purpose of winning any minor mineral other than specified minor minerals and shall include erection of machinery, laying of tramways, construction of roads and other preliminary operations for the purpose of quarrying;
  - (w) "Quarry permit" means a permit granted for extraction, collection and/ or removal of any specified quantity of minor minerals other than specified minor minerals under Chapter V of these rules;
  - (x) "Recognised person" means a qualified person granted recognition under these rules for preparation of mining plan;
  - (y) "Schedule" means a Schedule appended to these rules;
  - (z) "Scheduled Areas" means the Scheduled Areas as referred to in Clause (1) of Article 244 of the Constitution of India;
  - (aa) "Specified minor minerals" means all minor minerals including decorative stones other than the minor minerals listed at serial No.2 of Schedule-III;
  - (dd) "Director of Mines" means the Director of Mines and Geology, Odisha in respect of Specified Minor Minerals and Director of Minor Minerals in respect of Minor Minerals Other than Specified Minor Minerals. And
  - (ee) "Additional Director" means the Additional Director of Mines, Odisha in respect of Specified Minor Minerals.
- (2) Words and expressions used herein but not defined in these rules shall have the meanings as respectively assigned to them in the Act, and rules made thereunder.

**3. Restriction on prospecting or mining or quarrying operation:—** (1) No person shall undertake any prospecting operation or mining operation or quarrying operation for minor minerals in any area except under and in accordance with the terms and conditions of a prospecting license-cum-mining lease or a mining lease or a quarry lease or a quarry permit, as the case may be, granted under these rules:

✓ Provided that extraction, collection and/or removal of minor minerals by a person from his own land for normal agricultural operations or other bonafide domestic consumptions shall not be construed as mining or quarrying operation:

Provided further that nothing in this sub-rule shall affect any prospecting or mining or quarrying operation undertaken in any area in accordance with the terms and conditions of a prospecting license or mining lease or quarry lease or quarry permit before commencement of these rules which is in force at such commencement:

Provided also that nothing in this rule shall apply to prospecting operations undertaken by any agency or organization of the State or the Central Government.

- (2) No person shall transport or store or cause to be transported or stored any minor mineral for the purpose of selling or trading otherwise than in accordance with these

rules.

- (3) In the interest of mineral development, preservation of natural environment, prevention of pollution or to avoid danger to public health or communication or to ensure safety to buildings, monuments or other structures or to protect national security or for such other purposes, the Competent/Controlling Authority may, by an order in respect of any minor mineral, make premature termination of prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit after giving the holder of license or lease or permit a reasonable opportunity of being heard:

Provided that the Deputy Director of Mines or Mining Officer or Divisional Forest Officer having jurisdiction, may in an emergent situation or in case of irreparable loss, pass necessary orders as deemed proper in the interest of mineral development, preservation of natural environment, prevention of pollution, protection of national security, or to avoid danger to public health or communication or to ensure safety to buildings, monuments or other structures or for such other purposes.

**4. Restriction on grant of prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit:—** (1) Notwithstanding anything contained in these rules, the State Government may, by an order, declare that no prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be granted in any area or in respect of any minor mineral(s) except on such terms and conditions as may be specified from time to time.

(2) No prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be granted to any person other than an Indian citizen and without prior approval of the Competent Authority.

(3) No prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be granted over areas which, in the opinion of the State Government are of historical, cultural, archaeological and scientific importance.

(4) No prospecting license-cum-mining lease shall be granted for a specified minor mineral over any area unless it is satisfied that the reconnaissance survey (G4 level) has been carried out over the area applied for to establish availability of mineral therein or evidence of mineral in the area has been established otherwise:

Provided that this provision shall not be applicable for areas in which mining has been carried out in the past under a mining lease.

(5) No mining lease shall be granted over any area for a specified minor mineral unless it is satisfied that the prospecting operations (G3 level) has been carried out over the area applied for to establish availability of mineral therein or evidence of mineral in the area has been established otherwise.

(6) No prospecting license-cum-mining lease or mining lease or quarry lease shall be granted in Scheduled Areas without recommendation of the concerned Grama Panchayat.

(7) No prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be executed in any forest land without prior approval of the Government of India as required under the Forest (Conservation) Act, 1980.

(8) No quarry lease or quarry permit for brick earth shall be granted for manufacture of clay bricks or tiles or blocks for use in construction activity within a radius of fifty kilometers from coal based thermal power plant unless an undertaking is furnished to the effect that at least twenty-five percent of ash (fly ash, bottom ash or pond ash) shall be used with brick earth on weight to weight basis.

(9) No prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be granted to a person who is a defaulter in payment of Government dues under the Act and the rules made thereunder, unless recovery of such dues has been stayed by any Court or an Authority, before whom an appeal is pending under sub-rule (1) of rule 46 of these rules.

(10) No quarry lease or quarry permit for road metals including ballast and ordinary boulders shall be granted within the area for which a license-cum-lease or lease has been granted for specified minor minerals.

(11) No prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit shall be granted to any person over any private land unless consent of the land owner in the form of a duly sworn in affidavit is obtained by the Controlling Authority before initiating the procedure for grant of such concession.

(12) All applications for prospecting license and mining lease for specified minor minerals received prior to the date of commencement of these rules shall become ineligible.

(13) Notwithstanding anything contained in sub-rule (12), the following applications shall remain eligible for grant of mining lease under these rules:

(a) Where before the commencement of these rules, a prospecting licensee has been granted in respect of any land for any specified minor mineral, the licensee shall have the right to obtain mining lease in respect of that mineral in that land, if the State Government is satisfied that the licensee,

Provided that for the cases covered under this clause including the pending cases, the right to obtain mining lease shall lapse on expiry of one year from the date of Commencement of the OMMC Amendment Rules' 2023:

Provided further that the holder of prospecting licence whose rights lapsed under the first provision, shall be reimbursed the expenditure incurred towards prospecting operations in such a manner as may be prescribed by the State Government.

(i) has undertaken prospecting operations to establish the existence of mineral contents in such land in accordance with the provisions applicable during the period of license,

(ii) has not committed any breach of the terms and conditions of the license,



(iii) has not become ineligible for grant of mining lease,

(iv) has not failed to apply for grant of mining lease within a period of three months after the expiry of prospecting license or such further period as may be extended by the State Government.

(b) Where the State Government has communicated order (terms and conditions) to grant a mining lease before commencement of these rules, the mining lease shall be granted subject to fulfillment of terms and conditions of the grant order within the time stipulated in the grant order or such further time, not exceeding two years, as may be extended by the State Government.

(c) in cases where right to obtain a mining lease has lapsed under clauses (a) and (b), such areas shall be put up for auction as per the provisions of this rules:

**5. Maximum area for which a prospecting license-cum-mining lease or a mining lease may be granted:—** No person by himself or with any person having joint interest shall hold:—

(a) one or more prospecting license-cum-mining lease covering a total area of more than five square kilometers (five hundred hectares) for specified minor minerals:

Provided that the area granted under a single prospecting license-cum-mining lease shall not exceed one square kilometer (one hundred hectares);

(b) one or more mining leases for specified minor minerals covering a total area of more than five square kilometers (five hundred hectares):

Provided that the area granted under a single mining lease shall not exceed one square kilometer (one hundred hectares).

(2) For the purpose of this rule, a person acquiring, by or in the name of another person, a prospecting license-cum-mining lease or mining lease which is intended for him shall be deemed to be acquiring it himself.

(3) For the purpose of determining the total area referred to in sub-rule (1) the area held under a prospecting license-cum-mining lease or mining lease by a person as a member of a co-operative, society, company or other corporation or a Hindu Undivided Family or a partner of a firm shall be deducted from the area referred to in sub-rule(1) so that the sum total of the area held by such person under a prospecting license-cum-mining lease or mining lease, whether as such member or partner of individually, may not, in any case, exceed the total area specified in sub-rule (1).

**6. Minimum area for which a prospecting license-cum-mining lease or mining lease may be granted:—**The minimum area that may be granted under prospecting license-cum-mining lease or mining lease shall not be less than one hectare:

Provided that the State Government, if it is satisfied on the basis of proposed production

level, geological or topographical conditions may, for the reasons to be recorded in writing, grant prospecting license-cum-mining lease or mining lease over an area more than the maximum area as specified in rule 5 or less than the minimum area as specified in this rule.

**7. Boundaries below the surface:—** The boundaries of the area covered by a prospecting license-cum-mining lease or a mining lease or quarry lease shall run vertically downwards below the surface towards the centre of earth.

**8. Periods for which prospecting license-cum-mining lease, mining lease and quarry lease be granted for the specified minor minerals –**

- (1) On and from the commencement of these rules, all prospecting license-cum-mining leases for specified minor minerals shall be granted in two stages, namely, prospecting license for one year followed by mining lease for thirty years.
- (2) On and from the commencement of these rules, all mining leases for specified minor minerals shall be granted for a period of thirty years.
- (3) On the expiry of the lease period, the lease shall be put up for auction as per the procedure specified under these rules.
- (3A) Any holder of a lease granted, where mineral is required for captive use, shall have the right of first refusal at the time of auction held for such lease.
- (4) The maximum period for which a quarry lease may be granted shall not exceed ten years and shall be subject to such terms and conditions as may be specified by the Competent Authority:

Provided that the minimum period for which any such lease may be granted shall be five years.

**8A. Special provisions for lessees of decorative stones, -** Notwithstanding anything contained in these rules, any holder of the mining lease for decorative stone granted before the date of commencement of Odisha Minor Mineral Concession Rules'2016 shall be entitled for extension of lease period up to a period ending on 31<sup>st</sup> March'2020 with effect from the date of expiry of the period of lease or of renewal last made or till completion of renewal period, if any, or a period of thirty years from the date of grant of such mining lease with the same terms and conditions, which ever is later, subject to the condition that the terms and conditions of the lease have been complied with and the lessee has set up an industry in the State based on the decorative stone extracted from the said lease hold area:

Provided that the provisions of this rule shall not apply to a mining lease for which renewal has been refused or which has been determined or cancelled.

## CHAPTER-II

### GRANT OF PROSPECTING LICENSE-CUM-MINING LEASE FOR SPECIFIED MINOR MINERALS

9. Procedure for grant of prospecting license-cum-mining lease:—(1) The State Government shall notify the areas over which prospecting license-cum-mining lease shall be granted for any specified minor mineral, the terms and conditions subject to which such prospecting license-cum-mining lease shall be granted and any other relevant conditions.

(2) The selection of persons for grant of prospecting License-cum-Mining Lease shall be made through auction by a method of competitive bidding.

(3) The persons selected through competitive bidding shall execute the prospecting license deed in Form B or in a form as near thereto as circumstances in his case may require, within three months of the order issued by the State Government or within such further period as the State Government allow in this behalf.

(4) If no such deed is executed within the said period due to any default on the part of the person selected, the State Government may revoke its decision for grant of prospecting license-cum-mining lease and in that event the Bid Security as deposited by the auction holder shall be forfeited by the State Government.

(5) The holder of prospecting license shall be required to complete the prospecting operations satisfactorily within a period of one year or such other period as may be allowed by the State Government.

(6) The holder of prospecting license shall send to the Government, Director of Mines and Deputy Director of Mines or Mining Officer concerned under whose jurisdiction, the area is located, an intimation in Form-C of the commencement of prospecting operation so as to reach them within a period of fifteen days from the date of such commencement.

(7) The holder of a prospecting license, who completes the prospecting operations successfully and establishes the existence of mineral contents in the area (up to at least G3 level) in conformity with the United Nations Framework Classification (UNFC) system, shall be required to apply for a mining lease in Form D for such area and shall have the right to get the mining lease and thereafter undertake mining operations.

(8) On receipt of the application for mining lease the Government shall take decision to grant precise area for the said purpose and communicate such decision to the applicant and on receipt of communication from the Government of the precise area to be granted, the applicant shall submit a duly approved mining plan within a period of six months or such other period as may be allowed by the Government.

(9) On being satisfied with the submissions made by the applicant in respect of approved mining plan and such other documents or clearances or approvals, as desired by the Government, the mining lease shall be granted in favour of the applicant and a deed to that effect shall be

executed in Form E.

**10. Procedure for auction of prospecting license-cum-mining lease:—**(1) The State Government may auction a prospecting license-cum-mining lease over an area where general exploration up to G4 level (as per UNFC guidelines) has been carried out.

(2) [xxx]

(3) The auction shall be conducted as per the terms and conditions, as specified under sub-rule (1) and (2).

(4) The applicant having a net worth of less than 0.5 % of the value of estimated mineral resource shall not be eligible for participating in the auction process for grant of a prospecting license-cum- mining lease:

Provided that the net worth requirement shall not exceed twenty five crore rupees.

*Explanation:—*

- (a) *In case of an individual, the net worth shall be the closing cash balance (which amount may include amount in savings bank accounts in Scheduled Bank or Post Office, free and un-encumbered fixed deposits in Scheduled Banks, Post Office, Listed Companies or Government organisation or Public Sector Undertaking of a State and the Central Government, Kisan Vikas Patra, National Saving certificate, Bonds, Shares of Listed Companies, Listed Mutual Funds, Unit Linked Insurance Plan, Public Provident Fund, Surrender Value of Life Insurance policies, and un-encumbered immovable property in the name of applicant) as on date of notice inviting tender.*
- (b) *In case of a company, the net worth shall be the sum of the paid-up share capital and the free reserves as per the audited balance sheets of the financial year immediately preceding the date of issuance of notice inviting tender.*

*Provided that in case the notice inviting tender is issued between 1<sup>st</sup> April to 30<sup>th</sup> September (both days inclusive) of a year, the audited balance sheet of the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the applicant, if the audited balance sheet of the immediately preceding financial year is not available.*

*Provided further that, in case an applicant is a subsidiary of another company incorporated in India, the net worth of such holding company may also be considered subject to the condition that the applicant shall continue to be a subsidiary of such holding company until such time the applicant meets the aforementioned net worth threshold.*

- (c) *In case of a partnership firm, the net worth shall be the sum of partners' capital account of financial year immediately preceding the date of issuance of notice inviting tender.*

*Provided that in case the notice inviting tender is issued between 1<sup>st</sup> April to 30<sup>th</sup> September (both days inclusive) of a year, the sum of partners' capital account as on the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the*

*applicant, if the sum of partners' capital account as on the immediately preceding financial year is not available.*

(5) The value of estimated mineral resource under sub-rule (4) shall be calculated by multiplying the quantity of estimated mineral resource with the average sale price of the mineral published by Director of Mines & Geology for a period of twelve months immediately preceding the month of calculation of value of estimated mineral resources.

Provided that if for any mineral the average sale price for any month is not published by Director of Mines & Geology, the average sale price for the latest month published for such mineral shall be deemed to be the sale price for the said month for which sale price is not published.

Explanation:- Sale price should represent the sale value of the mineral at the pit head. In case of sale affected on F.O.R or F.O.B or any other basis, the sale price should be arrived at after deducting all the expenses incurred from mine to railway station or port or other point of sale, as the case may be (such as expenses on transportation, loading and unloading, railway freight, sampling and analysis, port handling, export duty, cess etc.).

(6) The quantity of the estimated mineral resource for the purpose of sub-rule (5) shall be the quantity of mineral resource as assessed through geological investigation, or in the case of an area covered under the proviso to sub-rule (4) of rule 4, the actual average annual production of the area during the period in which the mine was in operation (in any year in past covering a period of ten years) multiplied by thirty.

(7) The minimum amount of additional charge for the auction shall be specified by the State Government in the notice inviting applications for grant of prospecting license-cum-mining lease and in case the prospecting license-cum-mining lease is considered for more than one mineral, uniform minimum additional charge shall be applicable for all the minerals in the lease area.

(8) The additional charge as mentioned in sub-rule (7) shall be bid as a percentage of actual sale value during the relevant time of actual sale of mineral (s).

(9) The intending applicants participating in the auction shall submit the following documents in a sealed cover along with the Form specified for the purpose duly filled in:—

- (i) \*\*\*;
- (ii) an affidavit stating that no mining due payable under the Act and the rules made thereunder, is outstanding against the applicant;
- (iii) \*\*\*;
- (iv) a Net Worth Certificate reflecting a minimum net worth of the amount prescribed in sub-rule (4).
- (v) an affidavit stating that the applicant is not convicted for any offence committed for violation of any of the provisions of the Mines and Minerals (Development

and Regulation) Act, 1957 and rules made thereunder.

(10) Subject to the provisions of these rules, the prospecting license-cum-mining lease shall be granted in favour of the applicant who has quoted the highest rate of additional charge:

[xxx]

(11) The selected bidder shall be intimated by the Government within seven days in Form-F about the selection and terms and conditions of the prospecting license-cum-mining lease.

(12) The selected bidder shall, convey his acceptance of the terms and conditions within fifteen days of such intimation and deposit a sum equivalent to zero point two five percentum of the value of estimated mineral resources, subject to a maximum of ten crore rupees, towards part of security deposit and such deposit shall be held as, interest-free security deposit for due observance of the terms and conditions of the prospecting license-cum-mining lease.

(13) In the event of default by the selected bidder, the Competent Authority may issue an intimation as specified in sub-rule (11) to the next highest bidder who shall then be required to convey his acceptance, including of the rate of additional charge submitted by the highest bidder, and to make the security deposit as specified in sub-rule (12). and

(14) If the second highest bidder does not convey the acceptance within the time stipulated for such acceptance, fresh notice inviting applications for auction shall be issued by the Government.

(15) Immediately after compliance of the selected bidder, the bid security of the unsuccessful bidders and of selected bidder shall be refunded.

(16) Security deposit shall be refunded after expiry of the license-cum-lease period, if the applicant has fulfilled all conditions of prospecting license-cum-mining lease and in case of violation of any of the conditions of prospecting license-cum-mining lease, the security deposit shall be forfeited in whole or in part, as directed by the Competent Authority.

(17) The State Government shall have power to cancel the bid duly recording the reasons thereof, if it is considered expedient to do so.

(18) Where the applicant, who quoted the highest rate of additional charge, dies after deposit of the amount specified under sub-rule (12) or after execution of prospecting license-cum-mining lease deed by him, such deposit or agreement shall be deemed to have been made or executed by the legal heir or legal representative, if they so like.

(19) Notwithstanding anything contained in these rules, the State Government may earmark an area for grant of prospecting license-cum-mining lease to be allocated only to such applicants who have set up value addition facilities for processing the minerals won from the area for a particular end-use as may be specified in the auction notice or who undertake to set up such facilities within a stipulated time period and only such applicants who satisfy these conditions shall be eligible to participate in the auction.

(20) The prospecting license-cum-mining lease granted under sub-rule (19) shall be liable

to be determined if the selected bidder fails to set up the value addition facility for the specified end-use within the stipulated period for which he has submitted an undertaking under sub-rule (19).

(21) The selected bidder who has been granted prospecting license-cum-mining lease for the area earmarked under sub-rule (19) shall not be allowed to sell or dispose or transfer directly or indirectly any unprocessed mineral obtained from the area and shall utilize the entire production only for captive use.

**11. Prospecting operation:—** (1) Every holder of a prospecting license-cum-mining lease shall submit to the Director of Mines and concerned Deputy Director of Mines or Mining Officer under whose jurisdiction the area is located, a scheme of prospecting within a period of sixty days from the date of execution of the prospecting license-cum-mining lease indicating the manner in which he proposes to carry out the prospecting operation in the area.

(2) The Scheme shall incorporate the following, namely:—

- (i) particulars of the area;
- (ii) the scale of the plan and the area of geological mapping;
- (iii) the number of pits, trenches and boreholes which he proposes to put in the area and the locations thereof;
- (iv) the particulars of the machines to be used;
- (v) the details of the exploratory mining, if any, proposed to be undertaken;
- (vi) the number of samples proposed to be drawn and analyzed or tested;
- (vii) baseline information of prevailing environmental conditions before the beginning of the prospecting operations;
- (viii) the beneficiation studies, if any, proposed to be undertaken;
- (ix) steps proposed to be taken for protection of environment which will include prevention and control of air and water pollution, progressive reclamation and rehabilitation of the land disturbed by the prospecting operations, a scheme for plantation of trees and such other measures, as may be directed by the Director of mines from time to time for minimizing the adverse effect of prospecting operations on the environment;
- (x) any other matter relevant for the preparation of a scheme as directed by the Director of Mines or any officer authorized by him from time to time.

(3) The holder of a prospecting license-cum-mining lease shall submit to the State Government within two months of expiry of prospecting period or abandonment of operations or termination of prospecting license-cum-mining lease, whichever is earlier, a full report of work done by him and all information relevant to mineral resources acquired by him in course of prospecting operation.

(4) The final prospecting report shall be evaluated by the State Government or any officer

authorized in this behalf and if it is found satisfactory, the holder of the prospecting license-cum-mining lease will be required to prepare a mining plan based on the prospecting report and in case the report is found unsatisfactory, the prospecting license-cum-mining lease shall be cancelled:

Provided that no such order will be passed without giving the holder of prospecting license-cum-mining lease an opportunity of being heard.

(5) The holder of prospecting license-cum-mining lease shall submit to the Director and Deputy Director or Mining Officer concerned reports of prospecting operations in Form G.

**12. Mining operation:—** (1) The holder of prospecting license-cum-mining lease shall commence mining operation in the area, if he has obtained:—

- (a) Mining plan duly approved by the authorised officer,
  - (b) Clearance under the Forest (Conservation) Act, 1980 in case the area contains forest land;
  - (c) Environment Clearance as applicable under the provisions of the Environment (Protection) Act, 1986 and rules made thereunder;
  - (d) Consent to establish and consent to operate such mine under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974 and the rules made thereunder; and
  - (e) Permission for surface operations from the concerned District Collector.
- (2) No mining plan shall be approved, unless it is prepared by a qualified person recognized in this behalf as specified under rule 19.
  - (3) Grant of recognition of qualified person for preparation of mining plan shall be in accordance with rule 20:
  - (4) Submission of mining plan to the authorised officer for approval shall be undertaken by the holder of prospecting license-cum-mining lease in accordance with rule 22.
  - (5) Submission of approved mining plan to the State Government shall be in accordance with rule 23.
  - (6) The holder of a prospecting license-cum-mining lease shall send to the Director and Deputy Director of Mines or Mining Officer concerned, under whose jurisdiction the area is located and Director of Mines Safety, Bhubaneswar an intimation in Form-H of the opening or reopening of the mine so as to reach them within a period of fifteen days from the date of such commencement.

**13. Termination or surrender of prospecting license-cum-mining lease:—** (1) (a) Where the State Government is of the opinion that it is expedient in the interest of regulation of mines and minerals development, preservation of natural environment, control of floods, prevention of pollution, or it is felt necessary to avoid danger to public health or communications or to ensure safety of building, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature



termination of prospecting license-*cum*-mining lease with respect to the area or any part thereof covered thereunder.

(b) If the holder of a prospecting license-*cum*-mining lease makes any default in the payment of royalty or dead rent as required under rule 32 or commits a breach of any of the conditions of the prospecting license-*cum*-mining lease, the State Government shall give notice to the lessee requiring him to pay the royalty or dead rent or remedy the breach, as the case may be, within sixty days from the date of the receipt of the notice and if the royalty or dead rent is not paid or the breach is not remedied within the said period, the State Government may, without prejudice to any other proceedings that may be taken against him, determine the prospecting license-*cum*-mining lease and forfeit whole or part of the security deposit.

(c) No order making a premature determination of a prospecting license-*cum*-mining lease shall be made without giving the holder of the prospecting license-*cum*-mining lease a reasonable opportunity of being heard.

(2) The lessee shall not surrender the prospecting license-*cum*-mining lease or part thereof except after notice in writing of not less than six calendar months to the State Government.

(3) The State Government may, by an order, allow such surrender subject to the following conditions, namely:—

- (i) the area is barren or the deposits of minerals have since exhausted or depleted to such an extent that it is no longer economical to work such area;
- (ii) the leasehold area to be surrendered has been properly surveyed and demarcated and is contiguous;
- (iii) the lessee has adopted closure of the mine or part thereof in line with the provisions prescribed for major minerals and obtained a certificate to this effect from the authority competent to approve the mining plan;
- (iv) the lessee has paid all dues payable by him to the Government under the prospecting license-*cum*-mining lease up to the date of application; and
- (v) the application for surrender is accompanied by a document showing deposit of Rs.1000/- for meeting the expenditure of survey and demarcation of the area to be surrendered.

**14. Conditions of a prospecting license-*cum*-mining lease:—** (1) The holder of a prospecting license-*cum*-mining lease shall pay in advance, the prospecting fee at the rate of one thousand rupees per hectare of land or part thereof covered by the prospecting license-*cum*-mining lease for each year or part of a year of the period for which the holder of the prospecting license-*cum*-mining lease shall carry out prospecting operation.

(2) The holder of a prospecting license-*cum*-mining lease may win and carry for the purpose other than commercial purposes ten cubic meter of decorative stones or ten metric tonne

of specified minor minerals other than decorative stones during the period of prospecting on payment of advance royalty with permission from the Deputy Director or Mining Officer:

Provided that if the quantity of the minor minerals won, is in excess of the quantity specified above and is carried away, the Deputy Director or Mining Officer concerned may recover from the holder of the prospecting license-*cum*-mining lease the value of such excess quantity.

(3) With the written approval of the Director, the holder of a prospecting license-*cum*-mining lease may carry away quantities of specified minor mineral(s) in excess of the limits specified in sub-rule (2), on payment of advance royalty for testing purposes during the period of prospecting.

(4) The holder of prospecting license-*cum*-mining lease shall report to the Director, the discovery of any other specified minor mineral not specified in the license-*cum*-lease within a period of thirty days from the date of such discovery and consequent upon such reporting, the newly discovered specified minor minerals shall be allowed to be included in the prospecting license-*cum*-mining lease;

Provided that, if any major minerals other than the specified minor mineral is discovered in course of prospecting of the area, the holder of prospecting license-*cum*-mining lease shall not be entitled to any preference for the purpose of obtaining a prospecting license-*cum*-mining lease or mining lease for such major mineral by reason only of the lands being included in his prospecting license-*cum*-mining lease for specified minor minerals and in such cases the prospecting license-*cum*-mining lease shall be determined without payment of any compensation to the holder of prospecting license-*cum*-mining lease:

Provided further that, if any minor mineral other than the specified minor minerals is discovered in course of prospecting operation of the area, the holder of prospecting license-*cum*-mining lease shall be preferred for grant of a quarry lease in respect of such newly discovered minor minerals and in such case if the holder of prospecting license-*cum*-mining lease refuses to avail a quarry lease for the said minor mineral, then a quarry lease for the newly discovered minor mineral may be granted by the Competent Authority in accordance with rule 34, subject to the condition that neither of the lessees shall cause any hindrance to the other lessee in respect of mining operations therein.

(5) The holder of prospecting license-*cum*-mining lease shall not pay a wage less than the minimum wage prescribed by the Central Government or the State Government from time to time under the Minimum Wages Act, 1948.

(6) The holder of prospecting license-*cum*-mining lease shall observe the provisions of the Mines Act, 1952.

(7) The holder of prospecting license-*cum*-mining lease shall take immediate measures for planting in the same area or any other area selected by the State Forest Department not less than ten times the number of trees destroyed in course of prospecting operation, and will ensure

survival of at least eighty per cent of the trees planted at the end of three years from planting.

(8) The holder of prospecting license-*cum*-mining lease shall comply with the provisions of the Granite Conservation and Development Rules, 1999 in respect of decorative stone.

(9) The holder of prospecting license-*cum*-mining lease shall allow reasonable facilities of access to other bona fide concessionaires;

(10) The holder of prospecting license-*cum*-mining lease shall obtain prior permission of the Competent Authority of the Forest Department to carry on any operation in forest land as required under the provisions of the Forest (Conservation) Act, 1980.

(11) The holder of prospecting license-*cum*-mining lease shall pay to the State Government compensation for all damages, injuries or disturbances which have been caused by in the course of operating the prospecting license-*cum*-mining lease and shall indemnify Government against all claims which may be made by third parties in respect of such damages, injuries or disturbances.

(12) The holder of prospecting license-*cum*-mining lease shall carry out the prospecting operations in accordance with the scheme for prospecting operation submitted or with such modifications in the scheme as directed by the Director or any officer authorized by him in this behalf.

(13) The holder of prospecting license-*cum*-mining lease shall keep correct account of specified minor mineral raised during the course of prospecting operation and submit yearly report of prospecting operation carried out in Form-I to the Director and the Deputy Director or Mining Officer having jurisdiction within two months of the closure of the period to which it relates or abandonment of prospecting operations whichever is earlier.

(14) The holder of prospecting license-*cum*-mining lease shall afford reasonable facilities for inspection of the area, accounts and records pertaining to prospecting operation to the Controlling Authority, Competent Authority and Director or any other officer authorized by any of them and such authority or officer may issue directions to the holder of the prospecting license-*cum*-mining lease for systematic and scientific prospecting operation and shall ensure observance of the provisions of the rules and directions, within a period not exceeding sixty days from the date of issue of such direction.

(15) The holder of prospecting license-*cum*-mining lease shall carry out prospecting operations with appropriate environmental safeguards.

(16) The holder of prospecting license-*cum*-mining lease shall not carry on or allow to be carried on, any prospecting operation at any point within a distance of —

(a) one hundred meters from any railway line except under and in accordance with the written permission of the Railway Administration concerned, and in case of National Highway, State Highway or any reservoir; except in accordance with the previous permission of the Collector.

(b) fifty meters from any tank, canal, road (other than a National or State Highway or

other public works of buildings or inhabited sites), except in accordance with the previous permission of the Collector.

(17) The Railway Administration or the Collector, as the case may be, may grant the permission as required under clause (a) or (b) of sub-rule (16) on such conditions as may be specified.

(18) The State Government or Central Government shall have the right to construct any road, railway, canal, reservoir or to lay electric or telephone lines or over the lands held under the prospecting license-*cum*-mining lease:

Provided that the holder of the prospecting license-*cum*-mining lease shall be given at least thirty days prior notice before the right is exercised and the area thus utilized shall be excluded from the area held under the prospecting license-*cum*-mining lease.

(19) The holder of prospecting license-*cum*-mining lease shall, at his own expense, erect and at all times maintain and keep in good condition boundary marks and pillars necessary to delineate the area.

(20) The holder of prospecting license-*cum*-mining lease shall abide by the provisions of all laws for the time being in force, relating to prospecting and mining operations, matters affecting safety, health and convenience of the employees and public and shall also obey all existing laws of way, water and other easement and shall not use power cutter or other machineries in laterite quarries.

(21) All accidents involving injury or loss of life or loss or damage to property shall be reported forthwith to the Collector of the District and the Director.

(22) In the case of breach of any condition of prospecting license-*cum*-mining lease, the Government may give notice of sixty days to the holder of the prospecting license-*cum*-mining lease to rectify the defects and if the holder of the prospecting license-*cum*-mining lease fails to rectify the defects within the specified time, the Government may, by order in writing, cancel the prospecting license-*cum*-mining lease, and forfeit, in whole or part, the amount deposited by the holder of the prospecting license-*cum*-mining lease towards security deposit:

Provided that no such order shall be made without giving the holder of the prospecting license-*cum*-mining lease a reasonable opportunity of being heard.

(23) The Government may, impose such further conditions in the prospecting license-*cum*-mining lease, it may think necessary, in the interest of mineral development and protection of environment.

(24) The holder of prospecting license-*cum*-mining lease shall abide by the provisions prescribed under rule 17 and Rules 19 to 26.

### CHAPTER-III

#### GRANT OF MINING LEASE FOR SPECIFIED MINOR MINERALS

**15. Procedure for grant of mining Lease:—** (1) In areas where existence of specified minor minerals is established, the State Government shall notify such areas for grant of mining lease indicating the terms and conditions subject to which such mining lease shall be granted.

(2) For the purpose of granting a mining lease in such areas, the State Government shall select, through auction by the method of competitive bidding, including e-auction, an applicant who fulfils the specified eligibility conditions.

(3) The State Government shall specify the terms and conditions, and procedure, subject to which the auction shall be conducted, including the bidding parameters for the selection which may include any payment linked to the royalty payable, size and area of mineral deposits, or any other relevant parameters.

(4) The Government shall grant a mining lease for specified minor mineral to an applicant selected in accordance with the procedure laid down in this rule in any notified area subject to submission of mining plan duly approved by the authorized officer and forest clearance under the provisions of the Forest (Conservation) Act, 1980, if required.

(5) The persons selected through competitive bidding shall execute the mining lease deed in Form-E, within three months from the date of the issue of the order by the State Government or within such further period as the State Government allow in this behalf and if no such deed is executed within the said period due to any default on the part of the person selected, the State Government may cancel the mining lease and in that event the Bid Security shall be forfeited to the State Government.

(6) Any holder of a mining lease granted, where mineral is used for captive purpose, shall have the right of first refusal at the time of auction held for such lease after the expiry of the lease period.

(7) Notwithstanding anything contained in this rule,

(a) where before the commencement of these rules a prospecting license has been granted in respect of any land for any specified minor mineral, the holder of the prospecting license shall have a right for obtaining a mining lease in respect of that minor mineral in that land, if the Government is satisfied that the licensee,—

- (i) has undertaken prospecting operations to establish the existence of mineral contents in such land in accordance with such parameters as was prescribed by the Government;
- (ii) has not committed any breach of the terms and conditions of the prospecting license;

- (iii) has not become ineligible under the provisions of the rules which were in force before commencement of these rules; and
- (iv) has not failed to apply for grant of mining lease within a period of three months after expiry of the prospecting license;
- (b) where order for grant of mining lease has been issued by the Government for grant of mining lease, before the commencement of these rules, the mining lease may be granted subject to the condition that the applicant has fulfilled all conditions for the grant in terms of the said grant order within the period specified therein, or such further period as may be allowed for the reasons to be recorded in writing.

**16. Procedure for auction of mining lease:—** (1) The State Government may auction a mining lease over an area where general exploration up to G3 level (as per UNFC guidelines) has been carried out.

(2) [xxx].

(3) The applicant having a net worth of less than one percentum of the value of estimated mineral resources shall not be eligible for participating in the auction process for grant of a mining lease.

Provided that, the net worth requirement shall not exceed fifty crores rupees.

*Explanation:—*

(a) *In case of an individual, the net worth shall be the closing cash balance (which amount may include amount in savings bank accounts in Scheduled Bank or Post Office, free and un-encumbered fixed deposits in Scheduled Banks, Post Office, Listed Companies or Government organisation or Public Sector Undertaking of a State and the Central Government, Kisan Vikas Patra, National Saving certificate, Bonds, Shares of Listed Companies, Listed Mutual Funds, Unit Linked Insurance Plan, Public Provident Fund, Surrender Value of Life Insurance policies, and un-encumbered immovable property in the name of applicant) as on date of notice inviting tender.*

(b) *In case of a company, the net worth shall be the sum of the paid-up share capital and the free reserves as per the audited balance sheets of the financial year immediately preceding the date of issuance of notice inviting tender.*

*Provided that in case the notice inviting tender is issued between 1<sup>st</sup> April to 30<sup>th</sup> September (both days inclusive) of a year, the audited balance sheet of the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the applicant, if the audited balance sheet of the immediately preceding financial year is not available.*

*Provided further that, in case an applicant is a subsidiary of another company incorporated in India, the net worth of such holding company may also be considered subject to the condition that the applicant shall continue to be a subsidiary of such holding company until such time the applicant meets the aforementioned net worth threshold.*

(c) *In case of a partnership firm, the net worth shall be the sum of partners' capital account of financial year immediately preceding the date of issuance of notice inviting tender.*

*Provided that in case the notice inviting tender is issued between 1<sup>st</sup> April to 30<sup>th</sup> September (both days inclusive) of a year, the sum of partners' capital account as on the financial year before the immediately preceding financial year, from the date of issuance of notice inviting tender, may be submitted by the applicant, if the sum of partners' capital account as on the immediately preceding financial year is not available.*



- (4) The value of estimated mineral resource under sub-rule (3) shall be calculated by multiplying the quantity of estimated mineral resources as per exploration report with the average sale price of the mineral published by Director of Mines & Geology for a period of twelve months immediately preceding the month of calculation of value of estimated mineral resources.

Provided that if for any mineral the average sale price for any month is not published by Director of Mines & Geology, the average sale price for the latest month published for such mineral shall be deemed to be the sale price for the said month for which sale price is not published.

*Explanation:— Sale price should represent the sale value of the mineral at the pit head. In case of sale affected on F.O.R or F.O.B or any other basis, the sale price should be arrived at after deducting all the expenses incurred from mine to railway station or port or other point of sale, as the case may be (such as expenses on transportation, loading and unloading, railway freight, sampling and analysis, port handling, export duty, cess etc.).*

- (5) The quantity of the estimated mineral resource for the purpose of sub-rule (4) shall be the quantity of mineral resource as assessed through geological investigation, or, in the case of an area covered under the proviso to sub-rule (4) of rule 4, the actual average annual production of mineral in the area during the period in which the mine was in operation (in any year in past covering a period of ten years) multiplied by thirty.

- (6) (a) The minimum amount of additional charge for the auction shall be specified by the State Government in the notice inviting applications for grant of mining lease.

- (b) In case the mining lease is considered for more than one mineral, uniform minimum additional charge shall be applicable for all the minerals in the lease area.

- (c) The additional charge shall be bid as a percentage of sale value during the relevant time of actual sale of mineral.

- (7) The intending applicants participating in the auction shall submit the following documents in a sealed cover along with the specified Form duly filled in, namely:—

- (i) \*\*\*;
- (ii) an affidavit stating that no mining due payable under the Act and the rules, madethereunder, is outstanding against the applicant;
- (iii) \*\*\*;
- (iv) a Net Worth Certificate reflecting a minimum net worth of the amount prescribed in sub-rule (3); and
- (v) an affidavit stating that the applicant is not convicted for any offence committed for violation of any provision of the Act, and rules made thereunder.

- (8) Subject to the provisions of these rules, the mining lease shall be granted in favour of the applicant who has quoted the highest rate of additional charge, as a percentage of sale value during the relevant time of actual sale of mineral.

[xxx]

(9) The selected bidder shall be intimated by the State Government within seven days in Form-F about the selection and terms and conditions of the mining lease.

(10) The selected bidder shall, convey his acceptance of the terms and conditions within fifteen days of such intimation and deposit a sum equivalent to zero point two five percentum of the value of estimated mineral resources, subject to a maximum of ten crore rupees, towards part of security deposit and such deposit shall be held as, interest-free security deposit for due observance of the terms and conditions of the prospecting license-cum-mining lease.

(11) In the event of default by the selected bidder, the Competent Authority may issue an intimation as specified in sub-rule (9) to the next highest bidder who shall then be required to convey his acceptance, including of the rate of additional charge submitted by the highest bidder, and to make the security deposit as specified in sub-rule (10). and

(12) If the second highest bidder does not convey the acceptance within the time stipulated for such acceptance, fresh notice inviting applications for auction shall be issued by the State Government.

(13) Immediately after compliance of the selected bidder, the bid security of the unsuccessful bidders and of selected bidder shall be refunded.

(14) Security deposit shall be refunded after expiry of the lease period if the lessee has fulfilled all conditions of mining lease and in case of violation of any of the conditions of mining lease, the security deposit shall be forfeited in whole or in part, as directed by the Competent Authority.

(15) The State Government shall have power to cancel the bid duly recording the reasons thereof, if it is considered expedient to do so, on the grounds that the publicity, participation of bidders and amount of additional charge quoted is less than the minimum additional charge.

(16) Where the applicant, who quoted the highest rate of additional charge, dies after deposit of the amount specified under sub-rule (10) or after execution of lease deed by him, such deposit or the lease deed shall be deemed to have been made or executed by the legal heir or legal representative, if they so like.

(17) Notwithstanding anything contained in these rules, the State Government may earmark an area for grant of a mining lease to be allocated only to such applicants who have set up value addition facilities for processing the minerals won from the area for a particular end-use as may be specified in the auction notice or who undertake to set up such facilities within a stipulated time period and only such applicants who satisfy these conditions shall be eligible to participate in the auction.

(18) The mining lease granted under sub-rule (17) shall be liable to be determined, if the selected bidder fails to set up the value addition facility for the specified end-use within the stipulated period for which he has submitted an undertaking under sub-rule (17).

(19) The selected bidder who has been granted a mining lease for the area earmarked under



sub-rule (17) shall not be allowed to sell or dispose of any unprocessed mineral obtained from the area and shall utilize the entire production only for captive use.

**17. Mining operation:—** (1) No mining operation shall be undertaken by the holder of a mining lease unless he obtains:

- (a) Mining plan duly approved by the authorized officer;
- (b) Forest clearance under the provisions of the Forest (Conservation) Act, 1980; if applicable,
- (c) Environmental clearance as applicable under the provisions of the Environment (Protection) Act, 1986 and rules made thereunder,
- (d) Order of consent to operate issued by the State Pollution Control Board under the provisions of the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974; and
- (e) Permission for surface operations from the concerned District Collector.

(2) The holder of a mining lease shall send to the Director and Deputy Director of Mines or Mining Officer concerned, under whose jurisdiction the area is located and Director of Mines Safety, Bhubaneswar, an intimation in Form H of the opening/reopening of the mine so as to reach them within a period of fifteen days from the date of such commencement.

**18. Termination or surrender of mining lease:—** (1) (a) Where the State Government is of the opinion that it is expedient in the interest of regulation of mines and minerals, development, preservation of natural environment, control of floods, prevention of pollution, or, to avoid danger to public health or communications or to ensure safety of buildings, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature determination of mining lease with respect to the area or any part thereof.

(b) If the holder of a mining lease makes any default in the payment of royalty or dead rent as required under rule 25 or commits a breach of any of the conditions of the mining lease, the State Government shall give notice to the lessee requiring him to pay the royalty or dead rent or remedy the breach, as the case may be, within sixty days from the date of the receipt of the notice and if the royalty or dead rent is not paid or the breach is not remedied within the said period, the State Government may, without prejudice to any other proceedings that may be taken against him, take steps to determine the mining lease and forfeit the whole or part of the security deposit.

(c) No order making a premature determination of a mining lease shall be made without giving the holder of the mining lease a reasonable opportunity of being heard.

(2) (a) The lessee shall not surrender the lease or part thereof, except after notice in writing of not less than twelve calendar months to the State Government.

(b) The State Government may, by an order, allow such surrender subject to the following conditions, namely:—

- (i) the area is barren or the deposits of minerals have been exhausted or depleted to such an extent that, it is no longer economical to work such area;
- (ii) the leasehold area to be surrendered has been properly surveyed and demarcated and is contiguous.
- (iii) The lessee has adopted closure of the mine or part thereof in line with the provisions for major mineral under rules 24, 25, 26 and 27 of Mineral Conservation and Development Rules' 2017;
- (iv) the lessee has paid all dues payable by him to the Government under the lease up to the date of application; and
- (v) the application for surrender is accompanied by a document showing the deposit of Rs.1000/- for meeting the expenditure of survey and demarcation of the area to be surrendered.

**19. Mining plan to be prepared by a recognized person:—** (1) No mining plan shall be approved, unless it is prepared by a qualified person recognized in this behalf by the Director under these rules.

(2) No person shall be granted recognition for the purpose of sub-rule (1) by the Director unless the person holds:—

- (i) a degree in mining engineering or a post graduate degree in Geology granted by a university established or incorporated by or under an Act of Parliament or any institution recognized by the University Grants Commission established under Section 4 of the University Grants Commission Act, 1956 (3 of 1956) or any qualification equivalent thereto; and
- (ii) possesses professional experience of five years of working in a supervisory capacity in the field of mining or mineral administration after obtaining the qualification required under clause (i).

(3) A person recognized to prepare a mining plan may also carry out modifications of an existing mining plan.

**20. Grant of recognition for preparation of mining plan:—**

- (1) Any person, possessing the qualification and experience required under sub-rule (2) of rule 19, may apply for recognition to the Director for the purpose.
- (2) The Director, after making such enquiry, as it deems fit, may grant or refuse to grant recognition and where recognition is refused, the Director shall record reasons in writing and communicate the same to the applicant.
- (3) Recognition shall be granted for an initial period of ten years and may be renewed for further periods not exceeding ten years at a time:

Provided that the Director may refuse to renew the recognition for reasons to be recorded in writing, after giving an opportunity of hearing to the person

concerned.

**21. Preparation of mining plan:—** (1) The mining plan shall incorporate:—

- (i) the plan of the area showing the nature and extent of the ore body, spot or spots where the excavation is to be done in the first year and its extent, a detailed cross-section and detailed of spots of excavation based on the prospecting data gathered by the applicant, a tentative scheme of mining for the first five years of the lease;
- (ii) details of the geology and lithology of the area including ore reserves of the area;
- (iii) the extent of manual mining or mining by the use of machinery and mechanical devices;
- (iv) the plan of the area showing natural water course, limits of reserved and other forest areas and density of trees, if any, assessment of impact of mining activity on forest, land surface and environment including air water pollution, details of scheme for restoration of the area by afforestation, land reclamation, use of pollution control devices and of such other measures as may be directed by the Central or the State Government from time to time;
- (v) annual programme and plan for excavation on the precise area from year to year for five years;
- (vi) annual plan and programme for stacking of non-saleable or sub-grade minerals from year to year for five years;
- (vii) Progressive mine closure plan in line with the provisions of rule 23 of Mineral Conservation and Development Rules' 2017 with financial assurance for rupees twenty five thousand for every hectare of area or part thereof proposed to be put to use subject to a minimum amount of two lakh rupees; and
- (viii) any other matter which the authorized officer may require the applicant to provide in the mining plan.

(2) Every mining plan under sub-rule (1) shall be accompanied by a non-refundable fee of one thousand rupees for every ten hectares or part thereof of mining area covered under the mining lease.

(3) The Director may issue guidelines from time to time, prescribing the procedure for site inspection, format for mining plan or scheme of mining and procedure for approval in respect of specified minor minerals.

**22. Procedure for approval of mining plan and scheme of mining and modifications thereof:—** (1) On receipt of communication from the State Government of the precise area to be granted, the applicant shall submit mining plan for specified minor minerals within a period of one month of the date of receipt of such communication to the officer authorized in this behalf for

approval.

(2) The authorized officer may approve the mining plan submitted under sub-rule (1) or may require modification to be carried out in the plan after due scrutiny and the applicant shall resubmit the mining plan after carrying out necessary modifications, so desired, for approval.

Provided that if during the currency of a mining lease for major mineral any of such minerals, is declared as Minor Mineral, the mining plan for the minor mineral in the said lease may also be approved by the authority competent to approve the mining plan for the major mineral concerned.

(3) The authorized officer shall, within a period of ninety days from the date of receipt of the mining plan or the modified mining plan, convey approval or disapproval to the applicant and in case of disapproval, the authorized officer shall also convey the reasons for disapproving the mining plan or the modified mining plan.

(4) If no decision is conveyed within the period stipulated under sub-rule (3), the mining plan or the modified mining plan, as the case may be, shall be deemed to have been provisionally approved and such approval shall be subject to the final decision whenever communicated.

(5) The owner, agent, mining engineer or manager of every mine shall review the approved mining plan and submit a scheme of mining for the next five years of the lease to the authorized officer at least one hundred twenty days before the expiry of the five years period, for which it was approved on the last occasion.

(6) The provisions of sub-rule (2), (3) and (4) shall apply to the scheme of mining in the same way as they are applicable to the mining plan.

(7) A holder of a prospecting license-cum-mining lease or a mining lease, desirous of seeking modifications in the approved mining plan or scheme of mining as are considered expedient, in the interest of safe and scientific mining, conservation of minerals or for protection of environment, shall apply to the authorized officer setting forth the intended modifications and explaining the reasons for such modifications.

(8) The authorized officer may approve the modifications or with such alteration as he may consider expedient within a period of ninety days and in case the authorized officer disapproves the modifications so intended, he shall convey the reasons for such disapproval to the holder of a prospecting license-cum-mining lease or a mining lease, as the case may be.

**23. Submission of mining plan to the State Government:—** The applicant shall submit the mining plan, duly approved by the authorized officer, within six months from the date of receipt of the communication under sub-rule (8) of rule 9, to the State Government to grant the mining lease over that area.

**24. Mining plan to be submitted by the existing lessee:—** Where mining operation for specified minor minerals has been undertaken before the commencement of these rules without an approved mining plan, the lessee shall submit a mining plan duly approved by the authorized

officer within a period of six months from the data of commencement of these rules and such operations shall be undertaken in accordance with the duly approved mining plan.

**25. Liability for payment of royalty, dead rent, amount for District Mineral Foundation, additional charge etc.:**— (1) The holder of prospecting license-cum-mining lease or a mining lease shall be liable to pay dead rent, surface rent, royalty, additional charge, amount for District Mineral Foundation, an amount towards Environment Management Fund and fees for compensatory afforestation.

(2) The holder of a prospecting license-cum-mining lease or a mining lease shall pay to the State Government every year the dead rent and surface rent at the rates specified in Schedule-I for all the areas included in the lease deed.

(3) The rates specified in Schedule I may be revised by the Government from time to time by an amendment made to the said Schedule, but no such revision shall be made before the expiry of three years from the date when the rates were last fixed.

(4) Where the holder of the prospecting license-cum-mining lease or a mining lease becomes liable for payment of royalty for any minor mineral removed or consumed by him or his manager and employees or the contractor from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

(5) Royalty shall be liveable on minor minerals removed from the leased area at the rates specified in Schedule-II.

(6) The rates of royalty may be revised by the State Government, from time to time, by amendment made to the said Schedule but no such revision shall be made before the expiry of three years from the date when the rates were last fixed.

(7) The lessee shall pay, in addition to the surface rent, dead rent, or royalty, as the case may be, an amount towards the fund for District Mineral Foundation of the District as specified in sub-rule (6) of rule 26 in which the mining operations are carried on.

(8) The lessee shall pay an amount towards Environment Management Fund as stipulated in sub-rule (2) of rule 49 and fees for compensatory afforestation at rates as may be specified by the State Government from time to time.

(9) The lessee shall pay the additional charge for each unit quantity of mineral removed or consumed by him or his manager and employees or the contractor from the leased area at the rate finalized in the auction process along with the royalty payable by him.

(10) Every mine owner, his agent, manager, employee, contractor or sub-lessee shall compute the amount of royalty on minor minerals as mentioned in sub-rule (11), where such royalty is charged on *ad valorem* basis.

(11) The sale price of the minor minerals sold in the domestic market or consumed in captive plants or exported by the mine owners shall be the sale price as published by the Director every month which shall be the basis for computation of royalty in respect of any minor mineral



dispatched anytime during a month and the royalty shall be computed as per the formula given below:—

Royalty = Sale price of minor mineral (grade-wise, wherever applicable) published by the Director X Rate of Royalty (in percentage) X Total quantity of mineral (grade-wise, wherever applicable) dispatched.

**26. Conditions of mining lease:—** (1) The lessee shall pay to the State Government surface rent within fortnight of grant of permission for surface operation from the concerned District Collector as required under clause (e) of sub rule 1 of rule 17 of this rules for the remaining period of the year and thereafter pay such rent on or before 15th January of every year.

(2) The lessee shall pay dead rent for the remaining period of year within a fortnight of the execution of the lease-deed and thereafter pay yearly dead rent on or before 15th January of every year.

(3) An account of the royalty payable by the lessee shall be kept by the Deputy Director or Mining Officer concerned and as soon as the royalty payable by him becomes equal to or in excess of the dead rent already paid by him, he shall remove the specified minor minerals only after payment of the royalty in advance.

(4) Advance dead rent paid by the lessee shall be deemed to have been merged into the amount of royalty he was liable to pay.

(5) No permission for removal of specified minor minerals shall be issued unless all the Government dues in respect of the lease are paid.

(6) The lessee shall pay an amount for District Mineral Foundation of the District in which the mining operations are carried on as prescribed under rule 9 of the Odisha District Mineral Foundation Rules, 2015.

(7) The lessee shall pay to the Government compensation for all damages, injuries or disturbance which has been caused in course of mining operation and shall indemnify Government against all claims which may be made by third parties in respect of such damage, injury or disturbances.

(8) The lessee shall commence mining operations within two years from the date of execution of the lease deed which shall be carried on in a proper, skillful and workman-like manner in accordance with the duly approved mining plan which shall remain valid for the entire lease period.

(9) If the lessee does not work upon the lease for a continuous period of two years, the lease shall be liable to be lapsed, unless prior permission has been granted by the Competent Authority for such stoppage on reasonable grounds:

Provided that the Competent Authority may, on an application made by the lessee, before it is lapsed and on being satisfied that it will not be possible for the lessee to undertake mining operations or to continue such operations for reasons beyond his control, make an order within a

period of three months from the date of receiving such application and subject to such conditions as may be specified, to the effect that such lease shall not be lapsed:

Provided further that the State Government may, on an application made by the lessee within a period of six months from the date of its lapsing and on being satisfied that such stoppage of mining operation was due to reasons beyond the control of the lessee, revive the lease within a period of three months from the date of receiving the application from such prospective or retrospective date as it thinks fit, but not earlier than the date of lapsing of the lease:

Provided also that no lease shall be revived for more than twice during the entire lease period.

(9-a) Every application under sub-rule 9 shall be accompanied with a fee of rupees ten thousand.

(10) The lessee shall allow reasonable facilities of access to other bonafide concessionaires.

(11) The lessee shall not carry on or allow to be carried on, any mining operation at any

point within a distance of —

- (a) one hundred meters from any Railway line, except in accordance with the written permission of the Railway Administration concerned and in case of National Highway, State Highway, monuments, heritage sites or any reservoir; except in accordance with the previous permission of the Collector.
- (b) fifty meters from any tank, canal, road, other than National or State Highway or other public works or buildings or inhabited sites except in accordance with the previous permission of the Collector.

(12) The Railway Administration or the Collector, as the case may be, may grant permission as required under clause (a) or (b) of sub-rule (11) on such conditions as may be specified.

(13) The State or Central Government shall have the right to construct any road, railway or canal or reservoir or to lay electric or telephone lines in or over the lands held under the lease:

Provided that the lessee shall be given at least thirty days prior notice before the right is exercised and the area thus utilized shall be excluded from the area held under the lease.

(14) The lessee may erect on the area granted to him any building and structure required for the purpose of mining operations, without violating any lawful orders issued by the officer or authority competent to issue such orders.

(15) The lessee shall, at his own expense, erect and at all times maintain and keep in good condition boundary marks and pillars necessary to delineate the leased area.

(16) The lessee shall obtain permission of the Competent Authorities of the Forest Department, Odisha to carry on any operations in forest areas.

(17) The lessee shall abide by the provisions of all laws for the time being in force, relating to the working of mines and matters affecting the safety, health and convenience of the persons employed for mining and of the public and he shall also obey all existing laws of way, water and other easements and shall not use power cutter and other machinery in laterite quarries.

(18) The lessee shall keep correct accounts of specified minor minerals mined and dispatched and shall furnish a monthly and a half-yearly return in Form-J and annual return in Form-K to the Deputy Director or the Mining Officer having jurisdiction and also to the Director.

(19) The lessee shall afford reasonable facilities for inspection of the mines, accounts and records pertaining to the mining operation to the Competent Authority and Director or any other officer authorized by any of them and such officer may issue directions to prevent wasteful extraction of minerals and to ensure observance of the provisions of rules and specify the time limit within which the directions shall be complied with.

(20) If the lessee does not allow the inspecting officer reasonable facilities for inspection or fails to comply with the directions within the specified time-limit not exceeding sixty days, the



Competent Authority may forfeit the whole or part of the security deposit paid by the lessee or impose penalty not exceeding rupees fifty thousand and may cancel the lease and forfeit the security deposit.

(21) The lessee shall report about all accidents involving injury or loss of life or loss or damage to property forthwith to the Collector of the District and the Director.

(22) If any Government dues payable under the lease deed remain unpaid for one month beyond the date fixed in the lease deed for such payment, the Competent Authority or any officer authorized by him may enter into the leased area and seize all or any of the specified minor minerals or other movable properties and may dispose of such seized minor minerals or properties towards sufficient satisfaction of the Government dues and all costs and expenses occasioned by the non-payment thereof and if any such government dues remain unpaid over two months beyond the date fixed in the lease deed for such payment, the Competent Authority may determine the lease and take possession of the leased area on re-entry without prejudice to such action as may be taken under the provisions of the Odisha Public Demands Recovery Act, 1962 for recovery of such dues.

(23) The Controlling Authority shall have the right to pre-emption at current market rates over all specified minor minerals extracted or collected by the lessee and shall be indemnified by the lessee against the claims of any third parties in respect of such minerals.

(24) The lessee shall remove all specified minor minerals extracted before the end of the lease period or its determination, if it is determined earlier, and all other materials and structures within such reasonable period not exceeding two months or as the Competent Authority may allow.

(25) All minor minerals, machineries, buildings and other structures, left in the leased area after the date-line fixed or time allowed by the Competent Authority shall be deemed to be the property of the Government and such property may be disposed of by public auction and the sale proceeds shall be credited to the Government account.

(26) If any minor mineral not specified in the lease is discovered in the leased area, the lessee shall report it forthwith to the Competent Authority and the Director and the lessee shall not win or dispose of any such minor mineral unless such minor mineral is included in the lease or a separate prospecting license-cum-mining lease or mining lease or quarry lease, as the case may be, is granted in favour of the lessee.

(27) If he fails to apply for a prospecting license-cum-mining lease or mining lease or quarry lease, as the case may be, to extract the newly discovered minor mineral within three months from the date of discovery or if he declares his intention not to work upon the discovered minor mineral, the State Government or the Competent Authority, as the case may be, may grant prospecting license-cum-mining lease or mining lease or quarry lease in respect of that minor mineral to any other person after observing the procedure prescribed under these rules for the

purpose.

(28) If the mineral discovered is not a minor mineral, the lessee shall not be entitled to any preference for the purpose of obtaining a lease for the new mineral, by reason only of the lands being included in his earlier lease for extraction of minor mineral.

(29) If any mineral other than the minor minerals is found in the area in course of mining operations for specified minor minerals, the lessee shall intimate in writing the fact to the Competent Authority and the Director within thirty days of such discovery and the lease shall be determined without payment of any compensation to the lessee.

(30) The lessee shall ensure proper maintenance of hill slopes so as to prevent major erosion and observe all such safeguards as provided in the Mines Act, 1952, and the rules and regulations framed thereunder.

(31) The lessee may dispose of waste materials generated in course of mining operations for specified minor minerals on payment of royalty and other Government dues prescribed for road metals including ballast-ordinary boulders, as the case may be.

(32) The lessee shall carry out mining activities with appropriate environmental safeguards and shall take such steps for reclamation and raising of plantations in the lease area.

(33) The lessee shall keep the Government indemnified from any liabilities, compensation, damage etc. arising out of his acts or omissions as a lessee during the subsistence of the lease. FILED 25/9

(34) The lessee shall submit all returns and notices to Director as provided under provisions of the Granite Conservation and Development Rules, 1999 in respect of decorative stones and for specified minor minerals other than decorative stones, as prescribed under these rules.

(35) The lessee shall not without any previous consent of the State Government –

- (a) assign, sublet, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein; or
- (b) enter into or make any agreement, contract or understanding whereby the lessee will or may be directly or indirectly financed by any person or body of persons other than the lessee.

(36) In case the lessee, selected through auction by the method of competitive bidding, is a person other than the holder of prospecting license over the area, the lessee shall pay to the holder of the prospecting license, the amount spent by the licensee for carrying out prospecting operation before execution of mining lease.

(37) The lessee shall furnish financial assurance as specified under clause (vii) of sub-rule (1) of rule 21 to the authorized officer in the form of a Bank Guarantee before approval of the mining plan.

(38) All mineral transaction within the State in respect of specified minor minerals shall be carried out as per the provisions of the Odisha Minerals (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rules, 2007.

(39) The owner, agent or manager of every mine shall send a notice in Form-L to the Government and the Director intimating of any change in the name of mine within thirty days of

such change:

Provided that no change in the name of owner of the mine shall be effected without prior permission from the State Government.

(39A) The holder of a mining lease shall complete the detailed exploration (G1 level) and prepare a detailed feasibility report conforming to United Nations Framework classification of Mineral Reserves and Resources (UNFC) guidelines over the entire lease area within a period of three years from the date of commencement of such mining lease.

(40) The State Government may impose such further conditions in the lease as it may think necessary in the interest of mineral development and protection of environment.

#### CHAPTER – IV GRANT OF QUARRY LEASES

**27. Grant of quarry lease:—** (1) The area of the quarry lease shall be delineated and notification inviting application(s) for grant of quarry lease(s) through auction including e-auction shall be published in two daily newspapers, at least one of which shall be a State level and other having wide publicity in the area, where the lease is located and such notification shall be published at least fifteen days before the intended date of inviting applications and shall contain the date and time within which applications shall be received. The State Government shall prescribe the terms and conditions and procedure subject to which the e-auction shall be conducted.

(1A) The Competent Authority shall identify the minor mineral source to be notified for auction and recommend to the Controlling Authority for approval in the i4MS portal by uploading the profile of the source along with specifying the minimum guaranteed quantity (MGQ) of the minor mineral to be extracted in a year by the applicant and the minimum amount of additional charge (MAC) payable for the same as determined under sub-rule (15).

(1B) The Controlling Authority, after due scrutiny and having satisfied with the proposal submitted by the Competent Authority, shall approve the minor mineral source identified by the competent authority to be put to auction. The Controlling Authority, while examining the proposal, may modify the proposed MGQ and MAC indicating the reasons for the same. All proposals so approved by the Controlling Authority shall be considered for notification after 10 days from the date of approval.

(1C) The Director of Minor Minerals shall have to concur in at least 10% of the cases approved by the Controlling Authority within 10 days of the date of approval by the Controlling Authority and while doing so, may modify the proposed MGQ and MAC indicating the reasons for the same.

(2) The notice inviting applications in form of technical bids for grant of quarry lease shall be uploaded in the e-auction portal by the Competent Authority specifying the

- (i) the particulars of the area identified and demarcated using total station and differential global positioning system divided into forest land & other categories of land owned by the Government and private land;
- (ii) the minimum guaranteed quantity of the minor mineral to be extracted in a year by the applicant;
- (iii) the minimum amount of additional charge payable for the same as determined under sub-rule (15);
- (iv) the dateline for submission of the application;
- (v) The date of opening of applications (technical bids); and
- (vi) The date of conducting the auction.

(3) In case the mining plan or Environment Clearance for the proposed lease has been obtained by the Competent Authority, this fact, along with the cost of obtaining thereof shall be recoverable from the selected bidder which shall also be mentioned in the notice.

(4) Subject to other provisions of these rules for settlement of quarry lease, the intending applicant may submit the technical bid for grant of quarry lease for such area or areas to the Competent Authority in the format of Form – M using the online electronic auction platform adopted by the Government and uploading the following documents and particulars, stated hereunder:—

- (i) Treasury challan showing deposit of one thousand rupees (non-refundable) towards the application fee;
- (ii) An affidavit stating that no mining due payable under the Act and the rules made thereunder, is outstanding against the applicant;
- (iii) Proof of payment of earnest money equivalent to five percentum of the minimum amount of additional charges specified in the notice and the amount of royalty, both calculated on the basis of minimum guaranteed quantity for one whole year for the minimum guaranteed quantity of minor mineral to be extracted in one full year; and
- (iv) Income Tax Return of previous financial year showing annual income for amount not less than the amount of additional charge offered and the royalty payable for the minimum guaranteed quantity for one whole year or Bank guarantee valid for a period of eighteen months for the amount not less than the amount as above.

and also submitting the application in a sealed cover in Form-M accompanied by the above said documents and particulars.

(4A) (1) No person shall be eligible to participate in the auction process for grant of quarry lease, unless such person, —

- (a) is an Indian national or company as defined in clause (20) of Section 2 of the Companies Act, 2013, (18 of 2013) or partnership firm as defined in Section 4 of the Indian Partnership



Act, 1932;

*Explanation: - For the purpose of this rule, a person shall be deemed to be an Indian national, -*

*(a) in the case of a partnership firm, only if all the partners of the partnership firm are citizens of India: and*

*(b) in the case of an individual, only if he is a citizen of India.*

(2) The eligibility for participating in the auction shall be determined as per the terms and conditions of eligibility for participating in the auction as provided in the rules.

(4B) The auction shall be an ascending forward auction conducted in the e-auction platform.

(4C) The technical bids received physically and through online will be opened as per the schedule notified under sub-rule (2) of Rule 27 in presence of the bidders (applicants).

(4D) In case of a conflict between documents submitted electronically and document submitted physically, the documents submitted physically shall prevail. However, bids submitted physically shall not be accepted in absence of the corresponding online submission.

(4E) The technical bids shall be scrutinised by a Technical Committee constituted by the Government under the Chairmanship of respective Controlling Authority and only those bidders who are found to be eligible in accordance with the terms and conditions of eligibility as prescribed under Rule 27 (4A) of the Rules, shall be declared as "Technically Qualified Bidders" (TQB) and shall be allowed to participate in forward auction.

(4F) The forward auction shall be conducted electronically for a duration of 2 (two) hours commencing from the time as would be notified and the Technically Qualified Bidders shall submit their offer of additional charge, which needs to be in excess of the minimum additional charge notified under Rule 27(2) of the Rules by any multiple of increment as would be fixed for the forward auction:

Provided forward auction shall be conducted subject to the condition that at least two bidders are found technically qualified.

(5) Subject to the provisions of these rules, the technically qualified bidder, who quotes the highest rate of additional charge will be declared as selected bidder.

(5A) The auction process shall be annulled if none of the technically qualified bidders submits an offer of additional charge above the notified minimum additional charge.

(6) The selected bidder shall be intimated by the Competent Authority within seven days in Form-F about the selection and terms and conditions of the lease.

(7) Within fifteen days of such intimation, the selected bidder shall be required to convey his acceptance of the terms and conditions and to deposit an amount which shall be calculated in such a way that it shall be equivalent to one-fourth of the total amount of royalty and additional charge and the amount of contribution payable to the District Mineral Foundation on the annual minimum guaranteed quantity, taken together, reduced by the amount of earnest money, which, along with the

earnest money, shall be held as interest-free security deposit.

(8) The selected bidder shall also deposit the costs of obtaining the mining plan and environmental clearance approvals, in case those have been obtained by the Competent Authority (non-refundable) before executing the lease deed.

(9) In the event of default by the selected bidder, the Competent Authority may issue intimation as specified in sub-rule (6) to the next highest bidder to meet the highest additional charge offered by highest bidder, who shall then be required to convey his acceptance and to make the security deposit calculated in the manner mentioned in sub-rule (7) within 7 days of receipt of intimation.

(10) [xxx].

(11) If the second highest bidder does not convey the acceptance within the time stipulated for such acceptance, the e-auction will be annulled and fresh notice inviting application for grant of quarry lease shall be issued.

(12) Immediately after compliance of the foregoing provisions by the selected bidder, the earnest money of the unsuccessful bidders shall be refunded and the bank guarantees, if any, furnished by them, shall stand discharged.

(13) The selected bidder shall be required to execute quarry lease in Form-N within three weeks from the date of intimation of his selection, if the approval of the mining plan and environment clearance has been obtained before auction, and in other cases, three weeks from the date of receipt of statutory documents in all i.e. Mining Plan, Environment Clearance, Consent to Establishment (CTE) and Consent to Operate (CTO) failing which, the intimation shall stand cancelled and the security deposit shall stand forfeited:

Provided that the Controlling Authority may, for genuine and sufficient reasons, extend the said period for not more than three months, if it is satisfied that the delay in execution of lease deed is not due to reasons attributable to the selected bidder.

(14) Security deposit shall be refunded after expiry of the lease period if the lessee has fulfilled all conditions of lease and in case of violation of any of the conditions of lease, the security deposit shall be forfeited in whole or in part by the Competent Authority.

(15) The minimum amount of additional charge to be quoted shall be such as the Competent Authority, in consultation with the Controlling Authority, decide and specify in the notice inviting applications for grant of quarry lease:

Provided that the minimum amount of additional charge so fixed should not be less than 5% of the rate of royalty.

(16) The Controlling authority as defined in Schedule-III shall have power to cancel the bid duly recording the reasons thereof, if he is not satisfied with the publicity, participation of bidders and amount of additional charge quoted.

(17) Where the lessee, who has quoted the highest rate of additional charge, dies after

deposit of the amount specified under rule 42 or after execution of lease deed by him, such deposit or deed shall be deemed to have been made or executed by the legal heir or legal representative, if they so like.

**28. Mining plan as a pre-requisite to the grant of quarry lease: —** (1) No quarry lease shall be granted by the Competent Authority unless there is a mining plan prepared by the recognized person and duly approved by the authorized officer for the development of the mineral deposits in the area concerned.

Provided that the recognized person shall not charge any amount in excess of the ceiling on fees specified by the Director.

(2) The Competent Authority may cause the mining plan to be prepared and approved.

(3) In case the approval under sub-rule (2) has not been obtained by the Competent Authority, the selected bidder shall cause a mining plan to be prepared from a recognized person and approved by the authorized officer having jurisdiction.

(4) The recognized person shall prepare the mining plan in Form-O within thirty days from the date of receipt of communication from the selected bidder or Competent Authority and submit the same to the authorized officer for approval.

(5) The authorized officer shall, after receipt of the mining plan from the recognized person, approve the same within thirty days from the date of receipt of the mining plan or its modification (s), if any, desired by him.

(6) The mining plan for quarry lease shall contain,—

- (i) the plan of area showing the nature and extent of the mineral body, spot or spots where the mining operations are proposed to be carried out by the applicant;
- (ii) details of mineral reserve of the area;
- (iii) the extent of manual mining or mining by the use of machinery and mechanical devices on the area;
- (iv) the plan of the area showing natural water course, limits of reserve and other forest areas and density of trees, if any, assessment of impact of mining activities on forest, land surfaces in the vicinity of the spot of mining, details of the scheme of restoration of the area by afforestation, if required, land reclamation and use of pollution control devices;
- (v) annual programme and plan for excavation on the area including the quantity of the minerals to be annually extracted; and
- (vi) a progressive mines closure plan.

(7) The selected bidder shall bear the cost for preparation of the mining plan.

(8) A holder of a quarry lease desirous of seeking modification in the approved mining plan for quarry lease as considered expedient in the interest of safe and scientific mining, conservation of minerals, or for the protection of the environment, shall apply to the authorized officer, setting forth

the intended modifications and explaining the reasons for such modifications.

(9) The authorized officer may approve the modifications under sub-rule (8) within a period of thirty days from the date of receipt of the application.

(10) The modification of the mining plan for quarry lease shall remain valid for the remaining period of the quarry lease.

**29. Environment clearance for grant of quarry lease: —**

(1) No quarry lease for minor minerals other than the specified minor minerals shall be granted without the approval of the appropriate authority under the provisions of the Environment (Protection) Act, 1986.

(2) The Competent Authority may apply for and obtain the environmental clearance.

(3) In case the clearance under sub-rule (2) has not been obtained by the Competent Authority, the selected bidder shall obtain the environmental clearance before executing the lease deed.

(4) The lessee shall be responsible for obtaining environment clearance and implementing the environment management plan.

**30. Grant of quarry lease for river bed sand mining: —** (1) In case of grant of quarry leases for river bed sand mining, specific river stretches shall be identified and quarry lease shall be granted stretch wise.



(2) The depth of the quarry shall be restricted to three meters or water level, whichever is less.

(3) The Competent Authority, in consultation with the local official not below the rank of Assistant Engineer of Water Resources Department shall work out appropriate safety zone taking into account the structural parameters, locational aspects, flow rate etc. for carrying out mining operation in proximity with any bridge or embankment.

(4) No mining operation shall be carried out in the safety zone so worked out.

**31. Adoption of cluster approach in small quarries:—** (1) Individual quarries covering an area less than five hectares and in total not more than one hundred hectare in a development block may be clubbed and declared as cluster by the Competent Authority.

(2) For a cluster of mineral concession, an environment management plan shall be got prepared by the Competent Authority and submitted to the appropriate authority authorized to grant the environmental clearance under the provisions of the Environment (Protection) Act, 1986.

(3) After obtaining environmental clearance for the entire cluster of sources, the whole source may be leased out as a single source or individual sources within a cluster may be leased out separately, as will be decided by the Competent Authority. However, the terms and conditions provided in the environmental clearance have to be obeyed by all the lessees.

**32. Liability for payment of royalty, dead rent, surface rent, additional charge, amount of contribution payable to the District Mineral Foundation, amount of contribution payable to the Environment Management Fund:—**

(1) All the lessees for minor minerals other than specified minor minerals shall be liable to pay royalty or dead rent, surface rent, additional charge, amount of contribution payable to the District Mineral Foundation, amount of contribution payable to the Environment Management Fund and fees for compensatory afforestation.

(2) The lessee shall pay to the State Government every year dead rent and surface rent at the rates specified in Schedule-I for all the areas included in the lease deed and royalty at the rates specified in Schedule-II:

Provided that the rates specified in Schedule-I and Schedule-II may be revised by the Government, from time to time, by an amendment made to the said Schedules, but no revision shall be made before the expiry of three years from the date when the rates were last fixed:

Provided further that where the lessee becomes liable for payment of royalty for any minor mineral removed or consumed by him or his agent, manager and employees or the contractor from the leased area, he shall be liable to pay either such royalty or the dead rent whichever is higher.

(3) In addition to the surface rent, dead rent or royalty, as the case may be, the lessee shall be liable to pay additional charge, amount of contribution payable to the District Mineral

Foundation and an amount of contribution payable to the Environment Management Fund in advance, on annual basis on the minimum guaranteed quantity of minor minerals even if the actual extraction falls short of such quantity.

(4) The quantity of extraction beyond the minimum guaranteed quantity, may be removed from the lease area only after payment of royalty, additional charge, amount of contribution payable to the District Mineral Foundation and an amount of contribution payable to the Environment Management Fund on pro-rata basis.

(5) The royalty, additional charge, amount of contribution to the District Mineral Foundation and amount of contribution payable to the Environment Management Fund for the period up to commencement of the next year shall be paid on a pro-rata basis before the execution of lease deed.

(6) For the purpose of determination of minimum guaranteed quantity in the cases where the lease has been executed on or after the 1st April, the minimum guaranteed quantity for the first financial year shall be equal to the minimum guaranteed quantity divided by twelve and multiplied by the number of months remaining in the first year of the lease, treating part of any month as full month.

(7) The lessee shall pay, in addition to the surface rent, dead rent or royalty, additional charge, amount of contribution payable to the District Mineral Foundation and to the Environment Management Fund, fees for compensatory afforestation at rates as may be specified by the Government from time to time.

**33. Conditions of quarry lease:—** (1) The lessee shall pay to the State Government surface rent before the execution of the lease-deed for the remaining period of the year and thereafter pay such yearly rent on or before the 15th January of every year.

(2) The lessee shall pay dead rent for the remaining period of the year before the execution of the lease deed and thereafter pay yearly dead rent on or before the 15th January of every year and an account of the royalty payable by him shall be kept by the Competent Authority and as soon as the royalty payable by him becomes equal to or in excess of the dead rent already paid by him, he shall remove the minor minerals only after payment of the royalty and in such cases advance dead rent paid by him shall be deemed to have been merged into the amount of royalty he was liable to pay.

(3) The lessee shall pay to the Government, compensation for all damages, injuries or disturbance which has been caused by him in the course of mining operation and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbances.

(4) The lessee shall commence quarrying operations within three months from the date of execution of the lease deed which shall be carried on in a proper, skillful and workman-like manner and the lessee shall send to the Director and Deputy Director or Mining Officer concerned, under whose jurisdiction the area is located and to the Director of Mines Safety, Bhubaneswar an intimation in Form H of the opening or reopening of the quarry so as to reach them within a period of fifteen days from the date of such commencement.

(5) If the lessee does not work upon the quarry for a continuous period of six months, the lease shall be liable to be cancelled, unless prior permission has been granted by the Competent Authority for such stoppage on reasonable grounds:

Provided that the Competent Authority may, on an application made by the lessee before it is cancelled and on being satisfied that it will not be possible for the lessee to undertake mining operations or to continue such operations for reasons beyond his control, make an order within a period of one month from the date of receiving such application and subject to such conditions as may be specified to the effect that such lease shall not be cancelled.

(6) The lessee shall allow reasonable facilities of access to other concessionaires of major and minor minerals, as may be directed by the competent authority.

(7) If any minor mineral not specified in the lease deed is discovered in the leased area, the lessee shall report it forthwith to the Competent Authority and the Director and the lessee shall not win or dispose of any such minor mineral unless such minor mineral is included in the lease deed or a separate prospecting license-cum-mining lease or mining lease or quarry lease, as the case may be, is granted in favour of the lessee. If he fails to apply for a prospecting license-cum-mining lease or mining lease or quarry lease, as the case may be, to extract the newly discovered minor mineral within three months from the date of discovery or if he declares his intention not to work upon the discovered minor mineral, the State Government or the Competent Authority, as the case may be, may grant prospecting license-cum-mining lease or mining lease or quarry lease in respect of that minor mineral to any other person after observing the procedure specified under these rules for the purpose:

Provided that, if the mineral discovered is not a minor mineral, the lessee shall not be entitled to any preference for the purpose of obtaining a lease for the new mineral, by reason only of the lands being included in his earlier lease for extraction of minor mineral.

(8) The lessee shall not carry on or allow to be carried on, any quarrying operation at any point within a distance of:—

- (a) one hundred meters from any Railway line (except under and in accordance with the written permission of the Railway Administration concerned) and in case of



National Highway, State Highway, monuments, heritage sites, or any reservoir; except in accordance with the previous permission of the Collector.

- (b) fifty meters from any tank, canal, road (other than a National or State Highway or other public works or buildings or inhabited sites), except under in accordance with the previous permission of the Collector.

(9) The Railway Administration or the Collector, as the case may be, may grant such permission as required under clause (a) or (b) of sub-rule (8) on such conditions as may be specified.

(10) The State or Central Government shall have right to construct any road, railway or canal or reservoir or to lay electric or telephone lines in or over the lands held under the lease:

Provided that the lessee shall be given at least sixty days prior notice before the right is exercised and the area thus utilized shall be excluded from the area held under lease.

(11) The lessee, with prior written permission of the competent authority, can erect at his own cost, temporary structures including buildings required for the purpose of quarrying operation within the leased area, without violating any law or obstructing any natural flow, community access or without causing damage to any embankment or public property, which shall be dismantled by the lessee at his own cost on completion of the lease term or on determination of the lease. The competent authority can pass orders to dismantle such structures if found erected illegally or causing damage to public.

(12) The lessee shall, at his own expense, erect and at all times maintain and keep in good condition boundary marks and pillars necessary to delineate the leased area.

(13) The lessee shall obtain permission of the competent authorities of the Forest Department, Odisha to carry on any operation in forest area.

(14) The lessee shall abide by the provisions of all laws for the time being in force, relating to the working of quarries, processing, storage, and transportation of minerals and matters affecting the safety, health and convenience of the persons employed for quarrying, storage and transportation of the public. The lessee shall also obey all existing laws of way, water and other easements and shall not use power cutters and other machinery in case of laterite quarries. and

(15) The lessee shall keep correct accounts of minor minerals other than specified minor minerals quarried and dispatched and shall furnish a quarterly return in Form-P and annual return in Form-K to the Competent Authority and the Director.

(16) The lessee shall afford reasonable facilities for inspection of the quarries, accounts and records pertaining to quarrying operation, to the Competent Authority and Director or any other officer authorized by any of them and such officer may issue directions to prevent wasteful extraction of minerals and to ensure observance of the provisions of rules and specify the time limit not exceeding sixty days within which the directions shall be complied with.

(17) If the lessee does not allow the inspecting officer reasonable facilities for inspection or fails to comply with the directions within the specified time limit, the Competent Authority may forfeit the whole or part of the security deposit paid by the lessee or impose penalty not exceeding rupees fifty thousand and may cancel the lease and forfeit the security deposit.

(18) The lessee shall report about all accidents involving injury or loss of life or loss or damage to property forthwith to the concerned Competent Authority and Collector of the District.

(19) If any Government dues payable under the lease deed remain unpaid for one month beyond the date fixed in the lease deed for such payment, the Competent Authority or any officer authorized by him may enter into the leased area and seize all or any of the minor minerals or other movable properties and may dispose of such seized minor minerals or properties towards sufficient satisfaction of the Government dues and all costs and expenses occasioned by the non-payment thereof and if any such government dues remain unpaid over two months beyond the date fixed in the lease agreement for such payment, the Competent Authority may determine the lease, and take possession of the leased area on re-entry without prejudice to such action as may be taken under the provisions of the Odisha Public Demands Recovery Act, 1962 for recovery of such dues.

Provided that no such order will be issued without the lessee being given opportunity of personal hearing within 15 days from the due date.

(20) The Controlling Authority shall have the right to pre-emption at current market rates over all minor minerals extracted or collected by the lessee and shall be indemnified by the lessee against the claims of any third party in respect of such minerals.

(21) The lessee shall remove all minor minerals extracted before the end of the lease period or of its determination, if it is determined earlier, and all other materials and structures within such reasonable period not exceeding two months or as the Competent Authority may allow.

(22) All minor minerals, materials, machineries, buildings and other structures, left in the leased area after the date-line fixed or time allowed by the Competent Authority shall be deemed to be the property of the Government and the Competent Authority may dispose of such property by public auction and the sale-proceeds shall be credited to Government account with the approval of Controlling Authority.

(23) If any mineral other than minor mineral is found in the area in course of quarrying of minor minerals, the lessee shall intimate in writing the fact to the Competent Authority and the Director forthwith and the lease shall be determined without payment of any compensation to the lessee.

(24) The lessee shall ensure proper maintenance of hill slopes so as to prevent major erosion and observe all such safeguards as provided in the Mines Act, 1952 and the rules and regulations framed thereunder from time to time.

(25) The lessee shall carry out quarrying operation with appropriate environment safeguards and shall take such steps for reclamation and raising of plantations in the lease area in line with the prescriptions under rules 29 to 37 of the Granite Conservation and Development Rules, 1999.

(26) The lessee shall keep the Government indemnified from any liability, compensation damage etc., arising out of his acts or omissions as a lessee during the subsistence of the lease.

(27) No rejected/off grade major mineral shall be removed on payment of royalty as minor mineral, under this rule.

(28) The Competent Authority may include such other conditions in the lease deed with the approval of the Controlling Authority.

(29) The lessee shall abide by the provisions of the Mines Act, 1952 and rules and regulations framed thereunder, the Explosives Act, 1884 and rules made thereunder for development of the source of minor minerals in workman like manner and for avoidance of any danger arising out of such winning of minor mineral.

## CHAPTER - V

### GRANT OF QUARRY PERMITS

**34. Application for quarry permit:—** An application for grant of quarry permit shall be made to the Competent Authority in Form-Q and shall be accompanied by:—

- (a) treasury challan showing deposit of rupees two hundred (non-refundable) towards application fee;
- (b) description of the land shown in a plan from which the mineral is to be extracted and removed;
- (c) consent of the owners of the land, if a private land permitting diversion of his land for extraction of minor mineral is proposed to be removed; and
- (d) an undertaking by the applicant to the effect that he agrees to abide by the conditions governing extraction and removal of minor minerals under a quarry permit:

Provided that no quarry permit shall be granted to anybody other than the State Agencies or Project Proponents for public purposes.

*Explanation I. - "State Agency" shall mean any Department of the State or Central Government or company or corporation under the control of the State or Central Government and shall include any Government organization as defined in sub-rule (3) of rule 39.*

*Explanation II. - "Project Proponent for public purposes" shall mean any person or firm or company executing any Government project and shall include schematic beneficiaries under Government scheme like IAY, RAY etc.*

**35. Authority to grant quarry permit:—** (1) The Competent Authority or any officer



authorized by him may grant quarry permit in Form-R for extraction and removal from any specified land, any minor mineral not exceeding five thousand cubic meters under any one permit on payment of dues such as surface rent and royalty calculated at the rates specified in Schedule-I and Schedule-II, additional charge and compensatory afforestation fees, contribution to District Mineral Foundation and Environmental Management Fund, as prescribed, in advance.

Provided that the Competent Authority may grant quarry permit in excess of one thousand cubic meters for any minor mineral when used for public work.

(2) If the application is rejected, the Competent Authority shall inform the applicant, stating the reasons of such rejection.

(3) The Additional charge provided under sub-rule (1) will be the average of highest bid price received and executed in respect of five nearest sources of the same minor mineral during last three to five years in the same Tahasil or nearby Tahasil of the same District or the nearby Districts.

**36. Duration of quarry permit:**—The period of quarry permit shall be as per the project period and shall be usually for three (3) months which can be extended up to one year or more by the competent authority not exceeding the project period relating to which the permit has been granted. In case of extension of the project period the permit can be re-issued by the Competent Authority for the extended period.

**37. Conditions of quarry permit:**— (1) The holder of a quarry permit shall obey the following conditions, namely:—

- (a) The depth of the quarry below the surfaces shall not exceed six meters;
- (b) The quarry permit shall be non-transferable;
- (c) Minor mineral, other than that for which quarry permit has been granted, shall not be excavated or removed without prior approval of the Competent Authority;
- (d) If any mineral other than minor mineral is found during quarrying operations, the holder of the quarry permit shall report the matter to the Competent Authority and the Director forthwith and the quarry permit shall be determined without payment of any compensation to the holder of the quarry permit;
- (e) The holder of the quarry permit shall maintain complete and correct accounts of the minor mineral excavated and quantity removed from the area;
- (f) The holder of the quarry permit shall immediately report all accidents to the Competent Authority and the Collector of the district;
- (g) The holder of the quarry permit shall have no right over the quarried material and other properties lying in the permit area after expiry of the validity of the quarry permit;
- (h) The holder of the quarry permit shall not undertake any operation in forest area without obtaining the permission from the Competent Authority of the Forest Department, Odisha;

- (i) The permit holder of the quarry permit shall not carry on the quarrying operation within a distance of fifty meters from any public roads, public buildings, temples, reservoirs, dams, burial grounds, railway track monuments, heritage sites, etc. and shall not cause any damage to any public and private properties.

(2) The holder of the quarries shall allow the Director, Controlling Authority and Competent Authority or any officer authorized by any of them to inspect the quarrying operations and to check the accounts and verify the details of dispatches from the registers maintained by him.

(3) If any minor mineral is removed in excess of the quantity permitted, such material shall be confiscated and the holder of the quarry shall be liable for punishment under the provisions of the Indian Penal Code 1860, Act and these rules.

(4) As soon as removal of the mineral granted under the permit is completed, the holder of the quarry permit shall surrender the permit to the Competent Authority and furnish the particulars of permit contained in Form-S indicating the quantities of minor minerals removed and other information as may be required by the Competent Authority.

**38. Register of quarry permit:**—The Competent Authority shall maintain a register of quarry permits in Form-T.

## CHAPTER – VI

### SPECIAL PROVISIONS FOR GOVERNMENT ORGANISATIONS

**39. Reservation of mines for Government organizations:**— (1) Notwithstanding anything contained in these rules, the State Government may, by a written order, reserve any area for prospecting operation or mining operation or quarrying operation by a Government organization, subject to such terms and conditions as may be specified in the said order.

(2) Upon such reservation, prospecting license-cum-mining lease or mining lease or a quarry lease as the case may be, for the area so reserved, shall be granted to the Government organization in whose favour the reservation has been made subject to such terms and conditions, as may be decided by the Government.

(3) Government organization, for the purpose of these rules, shall mean Government, a Corporation established by any Central, State or Provincial Act or a Government Company within the meaning of Clause (45) of Section 2 of the Companies Act, 2013 and includes State level apex cooperatives, such other agencies, authorities or organization controlled substantially by the Government, as may be decided by the Government.

(4) The prospecting license-cum-mining lease or the mining lease, as the case may be, granted under this rule shall be granted for a period not exceeding thirty years and may be renewed for such period not exceeding twenty years at a time, as may be decided by the Government.

(5) The lessee, to whom a lease has been granted under this rule, shall pay to the Government all amounts payable by a lessee under these rules and such additional charges as may



be decided by the Government from time to time.

## CHAPTER – VII

### MISCELLANEOUS

**40. Status of grant on death of applicant for prospecting license-cum-mining lease or mining lease or quarry lease:—** (1) Where a successful bidder, for grant of prospecting license-cum-mining lease or mining lease or quarry lease, dies before the order of such grant is passed, such order shall be passed in the name of his legal heir or representatives.

(2) Where a successful bidder, in respect of whom an order granting a prospecting license-cum-mining lease or mining lease or quarry lease is passed, dies before the lease deed is executed, the order shall be deemed to have been passed in the name of legal heir or representative of the deceased and such legal heir or representative shall have the right to execute the deed required for the purpose.

**41. Survey of the area licensed or leased:—** Arrangement shall be made by the Competent Authority at the expense of the grantee for survey and demarcation of the area granted under prospecting license-cum-mining lease or mining lease or quarry lease, on receipt of fees for the purpose at the rate of rupees one hundred per hectare or part thereof.

**42. Security deposit:—** The successful bidder shall deposit rupees fifty thousand for a prospecting license-cum-mining lease, fifty thousand for mining lease and ten thousand for quarry lease, or, as the case may be, the amounts as prescribed in sub-rule 12 of rule 10 or sub-rule 10 of rule 16, which ever is higher, before the deed is executed as security for due observance of the terms and conditions of prospecting license-cum-mining lease, or mining lease, or quarry lease, as the case may be.

**43. Execution and registration of license or lease:—** (1) A prospecting license-cum-mining lease, mining lease and quarry lease shall be executed in its specified form as mentioned in sub-rule (3) of rule 9, sub-rule (9) of rule 9, sub-rule (5) of rule 15 and sub-rule (13) of rule 27 respectively within three months of the order for granting such lease or within such further period as may be allowed by the Controlling Authority.

(2) The date of commencement of the period for which a prospecting license-cum-mining lease or mining lease or quarry lease is granted shall be the date on which a duly executed deed is registered.

(3) If no deed for prospecting license-cum-mining lease or mining lease or quarry lease is executed within the time specified, due to any default on the part of the selected bidder, the Controlling Authority may revoke the grant order and forfeit the security deposit, if any.

(4) No minor mineral shall be extracted or removed before registration of the lease deed except with prior approval of the Controlling Authority.

(5) The Director shall maintain register for prospecting license-cum-mining lease in

Form-U, for mining lease in Form-V and the Competent Authority shall maintain register for quarry lease in Form-W.

**44. Submission of report and information to Indian Bureau of Mines:—** The holder of prospecting licensee-*cum*-lessee or the holder of a mining lease for decorative stone shall furnish to the Indian Bureau of Mines, all reports, returns and information, in respect of the areas as specified under the Granite Conservation and Development Rules, 1999.

**45. Transfer of license or lease:—** (1) Where a prospecting license-*cum*-mining lease or mining lease or quarry lease has been granted, the holder thereof may transfer the same in the manner mentioned hereinafter.

(2) Any transfer as mentioned in sub-rule (1) may be made with prior approval of the Controlling Authority, to any person eligible to hold a prospecting license-*cum*-mining lease or mining lease or quarry lease in accordance with the Act and these rules, subject to the following conditions, namely:—

- (i) The transfer shall be valid only for the unexpired portion of the validity of the prospecting license-*cum*-mining lease or mining lease or quarry lease, as the case may be.
- (ii) The transferee shall make a fresh security deposit himself for the purpose of transfer.
- (iii) The Controlling Authority shall not give the approval for such transfer of the prospecting license-*cum*-lease or mining lease or quarry lease unless the transferee has accepted all the conditions and liabilities, which the transferor was having in respect of such prospecting license-*cum*-mining lease or mining lease or quarry lease, as the case may be:

Provided that prior approval of the Controlling Authority shall not be necessary, if the prospecting license-*cum*-mining lease or mining lease or quarry lease is mortgaged to a Nationalized Bank or Government Industrial Corporation or Government Financial Corporation or Government Financial Institutions to obtain financial assistance, and such period of mortgage shall be co-terminus with the period of prospecting license-*cum*-mining lease or mining lease or quarry lease and right of the State Government to collect Government dues from the lessee shall be the first charge on the mortgaged property.

(3) A transfer deed for the prospecting license-*cum*-mining lease or mining lease or quarry lease, in a form as near to the original executed deed as possible, shall be executed within three months from the date of approval of the Controlling Authority registered under the Registration Act, 1908.

(4) The Controlling Authority may, by an order in writing, terminate any prospecting license-*cum*-mining lease or mining lease or quarry lease, as the case may be, at any time if the lessee has transferred any lease or any right, title or interest therein otherwise than in accordance

with sub-rule (2).

**46. Procedure for filing appeal:—** (1) Any person aggrieved by an order of the Competent Authority, may, within one month from the date of communication of the order, prefer an appeal in Form-X against such order, to the Conservator of Forest, if the order is passed by the Divisional Forest Officer, to the Deputy Director, if the order is passed by the Mining Officer, to the Director, if the order is passed by the Deputy Director and to the State Government in the Department of Steel and Mines, if the order is passed by the Director:

Provided that in case of matters related to specified minor minerals, the State Government may review its order on receipt of review petition from any aggrieved person or *suo moto* within ninety days of communication of such order and correct or modify their order.

(2) No appeal shall be admitted unless the amount, if any, assessed in accordance with the provisions of these rules as per the orders, has been deposited.

(3) The Appellate Authority mentioned under sub-rule(1) may call for relevant records and other information from the concerned authority and may, if considered necessary, stay the operation of the order of the authority in any particular case till the appeal is finally disposed or until further orders are passed, as the case may be.

(4) Every application for appeal shall be accompanied by a non-refundable fee of rupees one thousand.

(5) In the event of any dispute relating to the area, conditions, the dues payable or any other matters under the prospecting license-cum-mining lease or mining lease or quarry lease executed for the purpose, the suits or appeals shall be filed only in the civil courts in whose jurisdiction such area falls.

**47. Interest on delayed payment:—** If the holder of prospecting license-cum-mining lease or mining lease or quarry lease fails to make payment of royalty, rent, fee or any sum payable by him under these rules within the due time, simple interest at the rate of twenty four percentum per annum on such dues shall be charged until payment of such dues is made.

**48. Disposal of minor mineral:—** Any minor mineral won illegally and seized, or deemed to be property of the Government after expiry or termination of prospecting license-cum-mining lease or mining lease or quarry lease or won in course of executing public work, shall be disposed of through public auction including e-auction by the authority competent for grant of permit as specified in Schedule-IV and in accordance with the provisions of the Code of Criminal Procedure, 1973.

**49. Environment Management Fund:—** (1) The Environment Management Fund shall be created at the State level for reclamation, and rehabilitation of mined out areas of minor minerals and conservation of environment thereof.

(2) An amount equal to five percentum of the royalty payable shall be collected from the



lessee and shall be paid to the Environment Management Fund in such manner, as may be specified in the notification, issued by the Government and such amount shall be realized along with the royalty.

(3) The Environment Management Fund shall be utilized for following objects, namely:—

- (i) restoration;
- (ii) repair, reclamation and rehabilitation work required to be undertaken for adjoining or external damage, outside the quarry, caused by mining activities:

Provided that any casualty by the lessee due to his negligence or non-compliance of conditions made in the lease deed shall be compensated or rehabilitated by the lessee;

- (iii) provision of common facilities for the benefit of community in and around the areas where mining activities are undertaken;
- (iv) development of infrastructure facilities for orderly growth of the mining operations and allied activities e.g. roads, stone crusher estates, water supply etc;
- (v) funding of the studies commissioned or activities related to the mining sector e.g. survey, exploration and prospecting operation of minerals, procurement of equipment and machinery required to support such activities;
- (vi) education, awareness and training of the lessees and the Staff of the Department through field visits and exposure to the best mining practices;
- (vii) funding of expenditure incurred on implementation of any scheme of incentives that the Government may frame for recognition and awards for scientific mining operation undertaken with the highest regard to mineral conservation, rehabilitation measures, along with environment safeguards and other measures; and
- (viii) any other objects which the Government may consider appropriate.

(4) The Environment Management Fund shall be managed by such officer, authority or organization as may be specified in the notification issued by the Government.

**50. Revenue assessing authority:—** The assessment and demand of rents, royalty, fee or any such due payable under these rules shall be made by the Deputy Director or Mining Officer or Divisional Forest Officer having jurisdiction.

**51. Penalties:—** (1) (i) Whenever any person is found extracting or transporting any minor mineral or on whose behalf such extraction or transportation is being made otherwise than in accordance with these rules, shall be presumed to be a party to the illegal extraction or removal of such minor minerals and every such person shall be punishable with simple imprisonment for a term which may extend to two years or with fine which may extend to five lakh rupees or with both and in case of a continuing contravention, with an additional fine which may extend to five thousand rupees for every day during which such contravention continues after conviction for the first such contravention.

- (ii) The Director or Additional Director or Joint Director or Deputy Director or Mining Officer or Assistant Mining Officer or Junior Mining Officer or Divisional Forest Officer or Assistant Conservator of Forest or Range Officer or Police Officer not below the rank of Sub-Inspector of Police may seize the minor minerals and its products together with all tools, equipment and vehicles used in committing such offence within their respective jurisdiction.
- (iii) No court shall take cognizance of any offence punishable under these rules except upon complaint in writing made by such officer or authority mentioned under clause (ii) of this sub-rule having jurisdiction.
- (iv) Where the offender agrees in writing to compound the offence punishable under these rules, the Deputy Director or Mining Officer or Divisional Forest Officer, within their respective jurisdiction, shall, either before or after filing the complaint, compound the offence on payment of such sum, as determined by the officers mentioned under clause (ii), not exceeding the maximum amount of fine prescribed under these rules and value of the mineral and other properties seized and on payment of such fine and value, the seized mineral and properties shall be released forthwith:

Provided that the accused shall be liable to furnish an undertaking or bond to the effect that he shall not commit such offence in future:

Provided further that, in case the offender fails to pay the value of mineral and any other property, such properties shall be confiscated to Government and disposed of through public auction.

- (v) Where an offence under these rules is compounded, no proceeding or further proceeding, as the case may be, shall be initiated against the offender in respect of the offence so compounded and the offender, if in custody, shall be released forthwith.
- (vi) If no person claims the mineral and other property, if any, so seized within a period of thirty days, the authority competent to compound the offence may confiscate the same to the State and dispose of the same through public auction.

(2) Whenever any person trespasses into any land in contravention of the provisions of these rules, such trespasser may be served with an order of eviction by Deputy Director or Mining Officer or Assistant Mining Officer or Divisional Forest Officer or Assistant Conservator of Forest or Range Officer within their respective jurisdiction and such Government Officer, if necessary, may obtain the help of the police to evict the trespassers from the land.

(3) Any mineral, tool, equipment, vehicle or any other things seized under these rules in respect of which complaint has been filed under clause (iii) of sub-rule (1), shall be liable to be

confiscated by an order of the court competent to take cognizance of the offence and shall be disposed of in accordance with the directions of such court.

(4) Whenever the person wins, without any lawful authority, any mineral from any land, the Mining Officer or Deputy Director or Divisional Forest Officer, as the case may be, may recover from such person the mineral so won, or, where such mineral has already been disposed of, the price thereof, and may also recover from such person, rent, royalty or tax, as the case may be, for the period during which the land was occupied by such person without any lawful authority.

(5) If the person committing an offence under these rules is a company, every person, who at the time the offence was committed, was in charge of and was responsible to the company for the conduct of business of the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished as per the provisions of the Act and these rules:

Provided that nothing contained in this sub-rule shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(6) Notwithstanding anything contained in sub-rule (5), where an offence under these rules has been committed with the consent or connivance of any Director, Manager, Secretary or other officer of the company, such Director, Manager, Secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

*Explanation: – For the purposes of this rule –*

(a) "Company" means anybody, corporate and includes a firm or other association of individuals;

(b) "Director" in relation to a firm means a partner in the firm.

(7) In case of breach of any condition of the lease deed, the Competent Authority may give notice of sixty days to the lessee to rectify the defects within the time specified and if the lessee fails to rectify the defects within the specified time, the Competent Authority may cancel the lease and/or levy a penalty not exceeding rupees fifty thousand.

(8) In case of breach of any condition mentioned in rule 37 of these rules and other conditions which the Competent Authority might have specified while granting a quarry permit, the Competent Authority may impose a penalty which may extend to rupees five thousand per day and in the event of continuing contravention, the Competent Authority may cancel the permit and in such case the minerals lying on the land from which the same are extracted shall thereafter become the property of the Government and be disposed of by public auction.

**52. Payment of compensation to owner of surface rights etc.:**— (1) The holder of a prospecting license-cum-mining lease or mining lease or quarry lease shall be liable to pay to the occupier of the surface of the land over which he holds the prospecting license-cum-mining lease or mining lease or quarry lease, as the case may be, such annual compensation as may be determined by an officer appointed by the State Government by notification in this behalf in the manner



provided in sub-rules (2) to (4).

(2) In the case of agricultural land, the amount of annual compensation shall be worked out on the basis of the average annual net income from the cultivation of similar land for the previous three years.

(3) In the case of non-agricultural land, the amount of annual compensation shall be worked out on the basis of the average annual letting value of similar land for the previous three years.

(4) The annual compensation referred to in sub-rule (1) shall be payable on or before the 1st July of every year.

**53. Assessment of compensation for damage:—** (1) After the termination of a lease, the State Government shall assess the damage, if any done to the land by the prospecting or mining or quarrying operations, as the case may be, and shall determine the amount of compensation payable by the lessee, as the case may be, to the occupier of the surface land.

(2) Every such assessment shall be made within a period of one year from the date of determination of the lease and shall be carried out by an officer appointed by the State Government, by notification, in this behalf.

**54. Search for mineral, document or thing:—** If the Mining Officer or Deputy Director or Assistant Mining Officer or Director or Joint Director or Deputy Director (Head Qrs.) or Divisional Forest Officer or Assistant Conservator of Forest or Range Officer has reasons to believe that any mineral has been won in contravention of the provisions of these rules or any document or thing in relation to such mineral is kept in any place or vehicle, he may search for such mineral, document or thing and the provisions of the Section 100 of the Code of Criminal Procedure, 1973 shall apply to every such search.

**55. Power to rectify apparent mistakes:—** Any clerical or arithmetical mistake in any order passed by the Government or any other authority under these rules and any error arising therein from accidental slip or omission, may, within six months from the date of issue of the order, be corrected by the Government or the authority, as the case may be:

Provided that no order prejudicial to any person shall be passed unless such person has been given a reasonable opportunity of being heard.

**56. Removal of minor mineral from an area leased out for major mineral:—** (1) If any minor mineral is found in an area leased out for major mineral, the minor mineral can be removed with permission of the Government in the Steel & Mines Department in the case of specified minor minerals and with the permission of the concerned Deputy Director or the Mining Officer in the case of other minor minerals, on payment of advance royalty and other dues prescribed for the said minor mineral.

(2) In case of any doubt whether any particular mineral is a minor mineral or otherwise, the matter shall be referred to the Director for the decision and in case of any doubt whether a

minor mineral can be used as decorative stone or for industrial and prescribed purpose or for export, the Competent Authorities of the Steel & Mines Department and the Forest, Environment & CC Department would obtain the specific views of the Government in Steel & Mines Department.

**57. Power of entry and inspection:—** (1) The Controlling Authority, Competent Authority or any officer authorized in this behalf, shall have the power to –

- (a) enter and inspect any area granted under a prospecting license-cum-mining lease or mining lease or quarry lease;
- (b) survey and take measurements in any such workings;
- (c) examine the registers showing the quantity of minor minerals extracted and removed and other documents, records connected with grant of license-cum-lease or lease or permit and order production of any or all such records and take extracts from such documents, records and registers; and
- (d) weigh and take measurements of the stocks of minor minerals lying in any quarry, in the process of removal or transit.

(2) The Director or any officer authorized by him shall have the power to inspect any area held under a prospecting license-cum-mining lease or mining lease or quarry lease so as to –

- (a) ensure systematic, scientific and safe prospecting operation or mining operation;
- (b) prevent extraction and removal of major minerals in the guise of minor mineral;
- (c) ensure observance of rules and devices for storage and use of explosives, if any; and
- (d) examine registers, documents, records and order production of any or all such records and take extracts from such registers, documents, records connected with grant of the lease.

(3) In case any deficiency is observed as a result of inspection conducted as per sub-rule (2), the lessee shall be intimated, not to carry out any operation in the area under lease unless the deficiencies are made good which shall be brought to the notice of the Competent Authority, Controlling Authority or the Director, as the case may be by the Inspecting Officer.

**58. Miscellaneous:—** (1) No holder of prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit or auction purchaser shall despatch any minerals from an area without a valid transit pass in Form-Y issued electronically by Competent Authority –

- (a) the Deputy Director of Mines or Mining Officer having jurisdiction in case of specified minor minerals; and
- (b) the Competent Authority in case of minerals other than Specified Minor Minerals.

(2) [xxx].

(2A) Any person, who wishes to transport or remove any minor mineral from any place shall make an online application in i4MS portal complete in all respect in form-Y.

(2B) On receipt of the application in i4MS portal, the Competent Authority may cause an enquiry and approve the application with online issue of the pass within a period not exceeding 3 (three) days or reject



the application for the reasons to be recorded in writing.

Provided that the validity of the pass shall not exceed two (2) days from the date of issue.

(2C) The applicant shall download and keep the copies of the pass to be produced before any inspecting/checking authority during transit of the minerals and also for claiming the reimbursement, if any.

(2D) The mining lease holder or prospecting license cum mining lease holder or quarry lease holder or quarry permit holder as the case may be, shall maintain a correct and intelligible account of the minerals transported by him every day, which shall be checked by the competent authority at regular interval.

(3) The Government may impose such restrictions on sale of minor minerals to places outside the State as it may consider expedient in the public interest.

(4) No authority in charge of execution of public work shall pass any bill for reimbursement of royalty paid on any minor mineral unless, the person claiming such reimbursement produces the transit pass referred to in sub-rule (2B) of rule 58.

(5) The provisions of sub-rule(4) shall apply *mutatis mutandis* to cases for any bill claiming the reimbursement of the cost for purchase of any minor mineral and is submitted before any authority in charge of execution of public work and such authority shall not pass the bill unless the receipts of the amount so paid is produced.

Provided that in case the executant fails to produce transit pass and money receipt in support of payment of royalty, the public works authority shall deduct the royalty and the cost of mineral and remit it to Government account in the Government Treasury.

(6) Where an authority referred to in sub-rule (4) or sub-rule (5) is requested by a Competent Authority or Controlling Authority to furnish information on quantity of minor minerals supplied to him, he shall furnish such information without delay.

(7) The competent authority shall send an annual return in Form-Z showing mineral-wise production and dispatch of minor minerals and the revenue earned there from to the Controlling Authority and the Director to enable him to assess the total income derived by the State and to furnish such information to the Indian Bureau of Mines.

(8) With a view to check illegal mining, transportation and storage of minor mineral, the State Government may by order impose restrictions from time to time, if necessary, and may also issue guidelines/instructions/circulars for the purpose.

**59. Prospecting license-cum-mining lease or mining lease or quarry lease obtained in contravention of the Act and rules:—** Any prospecting license-cum-mining lease or mining lease or quarry lease granted, renewed or acquired in contravention of the provisions of the Act or any rules or orders made thereunder shall be void and of no effect.

**60. Action taken in good faith: —** No suit, prosecution or other legal proceedings shall lie against any person for anything which is, in good faith, done or intended to be done under these rules.

**61. Head of accounts for payments:**—All payments made under these rules shall be credited to the following Head of Account, namely:—

“0853-Non-ferrous Mining and Metallurgical Industries-102-Mineral Concession Fees, Rents and Royalties-”

**62. Recovery of the amount due to Government:**—All dues payable to the Government under these rules, if remain unpaid, shall be recoverable as an arrear of land revenue.

**63. Refund of revenue:**—Any amount paid in excess of the amount payable by the holder of a prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit under these rules shall be refunded to him within the following financial year by the Competent Authority with prior approval of the Controlling Authority.

Provided that the holder of a prospecting license-cum-mining lease or mining lease or quarry lease or quarry permit under these rules claiming such refund shall submit an application for the said refund to the Competent Authority within a period of six months from the date of such excess payment failing which the prayer for refund of such excess payment shall not be entertained.

Provided further that in case the holder of a prospecting license-cum-mining lease or mining lease or quarry lease prays for refund of any excess payment made by him, the Competent Authority may adjust such excess payment towards the dues payable by him during subsequent period of mining/quarrying operations.

**64. Power of the Government to relax the rules:**—The Government may, in the interest of mineral development, relax any of the provisions of these rules in deserving cases in such manner as they deem proper.

**65. Power to issue instructions:** — The Government may issue instructions not inconsistent with the provisions of the Act and these rules from time to time, with a view to remove difficulties.

**66. Transitory provisions:**—(1) Notwithstanding anything contained in these rules, the existing lessees of such of the specified minor minerals which were major minerals on the date of coming into force of the Mines and Minerals (Development and Regulation) Amendment Act, 2015 (11 of 2015) shall be eligible for extension of the validity period of lease for such period and subject to such conditions as provided in Section 8A of the Mines and Minerals (Development and Regulation) Act, 1957.

(2) Notwithstanding anything to the contrary contained in these rules, the applicants for mineral concessions in respect of such of the specified minor minerals, which were major minerals on the date of coming into force of the Mines and Minerals (Development and Regulation) Amendment Act, 2015 (11 of 2015), and whose applications have remained eligible under the provisions of the sub-section (2) of Section 10A of the Act, shall remain eligible for grant of mineral concession for such period as prescribed under rule 8 of these rules subject to satisfaction of

conditions prescribed in sub-rule (13) of rule 4 of these rules.

(3) Notwithstanding anything to the contrary contained in the amended provisions, till the new system is put in place, the existing arrangement would continue. The State Government may take necessary steps for effective transition of minor minerals from Revenue & DM Department to Steel & Mines Department.

**67. Special provisions:—**Notwithstanding anything to the contrary contained in these rules, the applicants who have been granted prospecting license or mining lease or quarry lease, prior to commencement of these rules, shall be entitled to execute the deed of license, or as the case may be, lease within the period specified in the grant order or within such further period as may be allowed by the Controlling Authority.

**68. Special Provisions relating to atomic minerals as specified in Part-B of the First Schedule to the Act:-** Notwithstanding anything contained in these rules the prospecting of mining operations shall also be subject to the following conditions, namely:-

- (a) If the holder of the prospecting license-cum-mining lease or mining lease, as the case may be, discovers any atomic minerals in the area granted, the discovery of such minerals shall be reported to the Director, Atomic Minerals Directorate for Exploration and Research, Hyderabad and also to the concerned Competent Authority, within thirty days from the date of discovery of such minerals;
- (b) The licensee or the lessee, as the case may be, shall not win and dispose of such atomic minerals and the same shall be dealt within the manner prescribed in the Rules made under section 11B.
- (c) The quantities of atomic minerals recovered incidental to such prospecting or mining operations shall be collected and stacked separately and a report to that effect shall be sent to the Director, Atomic Minerals Directorate for Exploration and Research, Hyderabad and also to the concerned Competent Authority, every three months for further action by such licensee or the lessee, as the case may be, or in such manner as may be directed by the Atomic Minerals Directorate for Exploration and Research.

\* \* \* \*

FORM - A  
[xxx]



## FORM - B

## Form of Prospecting license

[See rule 9(3)]

THIS INDENTURE made this.....day of.....20.....between the Governor of Odisha.....(hereinafter called the "Lessor") of the one part and (Name of person).....of (address and occupation).....(hereinafter called the "licensee-cum-lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, assignees) of the other part.

WHEREAS, the licensee-cum-lessee has applied to the Competent Authority concerned for a prospecting license-cum-mining lease for.....(specified minor mineral) in accordance with the provisions of the Odisha Minor Minerals Concession Rules, 20.....(hereinafter called the "Rules"), in respect of the lands described in Part-I of the Schedule and has deposited a sum of Rs.....as security.

WHEREAS, the licensee-cum-lessee shall be required to carry out and complete prospecting operation satisfactorily within a period of.....(year / month) under the provisions of sub-rule (5) of rule 9 of Odisha Minor Mineral Concession Rules, 20....

AND, WHEREAS, the Competent Authority has communicated his approval to the grant of license-cum-lease on the terms, covenants and conditions hereinafter contained.

NOW THIS INDENTURE witness as follows:

The less or hereby demises to the licensee-cum-lessee, the land described in Part-I of the Schedule hereunder written and delineated in the map hereunto annexed.

The said demised piece(s) of land shall be held by the licensee-cum-lessee for a term of.....(year / month) for carrying out prospecting operations from the date on which this executed deed is registered under Indian Registration Act and Odisha Registration Manual subject to the terms, covenants hereinafter provided.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The schedule above referred to

## PART-I

Location and area of the prospecting license-cum-mining lease

Village Plot Nos.  
Village/Forest Block  
Tahasil/Forest Range  
Area (in hectares)/

As per plan annexed and bounded  
On the North by  
On the South by  
On the East by

And on the West by hereinafter called as "said laws"

## PART II

Terms and conditions of the prospecting license-cum-mining lease

This prospecting license-cum-mining lease is subject to the conditions laid down in rule 14 and also all other conditions pertaining to the license-cum-lease as provided in the Rules.

## PART III

Liberties, powers and privileges to be exercised and enjoyed by  
the licensee-cum-lessee

1. To enter upon and use the said lands, described in Part-I of the Schedule during the term hereby demised to search for, bore, dig, drill for, dress, process or otherwise work all or any..... (name of the specified minor minerals) lying within, under or through the said lands.
2. To make roads, tram ways, install machineries, lay electric and telephone line, on and over the said lands.
3. To use water from streams, watercourses and springs in and upon the said lands in natural state or by means of impounding with the written permission of the Collector of the district.

## PART IV

Restrictions and conditions as to the exercise of liberties,  
powers and privileges in Part-III

1. No land shall be used for surface operations if objection is raised by the Competent Authority or the Collector of the district to the effect that use of the land will be detrimental to public interest.
2. The licensee-cum-lessee shall not cut or injure any tree in the licensed-cum-leased area falling within Reserved/Protected forest without prior permission of the Divisional Forest Officer or the officer authorized by him in this behalf and upon payment of royalty and fees for compensatory afforestation as may be specified.

3. The licensee-*cum*-lessee shall undertake prospecting operation only in accordance with the scheme of prospecting or modifications thereof.

#### PART-V

##### Liberties, powers and privileges reserved to the State Government

The State Government or any officer or persons authorized by it in that behalf has the liberty and power to enter into and upon the licensed-*cum*-leased area to carry on any operation in connection with survey, sampling, testing, quarrying, processing, stacking and transportation of mineral, as may be, deemed necessary.

#### PART-VI

##### Provisions regarding Rents and Royalties

1. The licensee-*cum*-lessee shall, during the subsistence of this license-*cum*-lease pay to Government advance prospecting fee at the rate of one thousand rupees per hectare or part thereof of land covered under license-*cum*-lease for each year or part of the year for the entire period of license-*cum*-lease and royalty in respect of any specified minor mineral removed by him from the license-*cum*-leased area at the rates prescribed in Schedule-II and surface rent at the rate prescribed in Schedule-I.
2. All payments relating to rents, royalties, fees, etc., as provided under these rules shall be paid to the State Government free from all deductions, at the District Treasury/ Sub-Treasury and in such manner as the Competent Authority may prescribe.
3. For the purposes of computing the royalty, the licensee-*cum*-lessee shall keep correct account of the mineral, produced, stacked and removed from the license-*cum*-lease area and furnish such information and submit a monthly return to the Competent Authority and Director in FORM-J and other relevant records to the concerned Deputy Director of Mines/ Mining Officer.
4. The licensee shall pay royalty in advance and the different amount if any, on computation shall be paid within fifteen days of completion of transportation of permitted quantity of specified minor minerals.
5. The lessee shall pay surface rent in advance and not later than the 15th January and the 15th July of each year.

Signed by.....

For and on behalf of Government of Odisha, in the presence of

1.

2.

Signed by ..... Licensee in the presence of

1.

2.

## FORM - C

Specified  
prospecting minerals

## Intimation for commencement of Prospecting operation

[See rule 9(6)]

To

1. (a) The Deputy Director of Mines/ Mining Officer ..... (location).  
 (b) The Director of Mines, Odisha, Bhubaneswar.  
 (c) The Collector ..... (District).  
 (d) The Director of Mines Safety, Bhubaneswar/ Chainbasa.
2. Name of the mineral or minerals for which the prospecting license-cum-mining lease has been granted.  
 (a)..... (b).....  
 (c)..... (d).....
3. Name and address of the licensee-cum-lessee.  
 .....  
 PIN.....
4. In case of licensee-cum-lessee is a company or partnership firm or Co-operative, please indicate:
  - (i) Name and address of the Director-in-charge  
 .....  
 PIN.....
  - (ii) Address of the Registered Office  
 .....  
 PIN.....
5. Particulars of prospecting license-cum-mining lease:
  - (i) Date of Execution: .....
  - (ii) Period: ..... Years, From..... To.....
  - (iii) Area under Licence ..... hectares.
6. Location :
  - (i) Topo Sheet Number: .....
  - (ii) Cadastral Survey of Khasra Number: .....
  - (iii) Village: .....
  - (iv) (a) Post Office: .....  
 (b) Police Station: .....
  - (v) (a) Tahasil: .....  
 (b) District: .....  
 (c) State: .....
  - (vi) (a) Nearest Railway Station: .....  
 (b) The distance there from: .....
  - (vii) (a) Nearest Rest House / DakBungalow: .....  
 (b) Its distance from  
 (1) The Railway Station: ..... (kilometres)  
 (2) The Prospecting Area ..... (kilometres)
7. Particulars of Geologists or Mining Engineer employed  
 For the prospecting license-cum-mining lease area:
  - (i) Name and Address  
 .....  
 PIN.....



- (ii) Qualifications: .....
- (iii) Date of Appointment: .....
- (iv) Nature of Appointment: Whole time or Part time: .....
8. Date of commencement of prospecting operation: .....

Place.....

Signature.....

Date.....

Name in Full.....

Designation.....

Owner/Agent/Mining Engineer/Manager

*N.B:—* This Form, duly filled in must reach the concerned authorities within fifteen days of the commencement of prospecting operations.

## FORM – D

## Application for Mining Lease

[See rule 9(7), [xxx]]

To

The ..... to Government of Odisha

Steel &amp; Mines Department, Bhubaneswar.

Through the Deputy Director/Mining Officer.....

Sir,

1. I/We submit an application for a mining lease for ..... (mineral) under Odisha Minor Mineral Concession Rules, 20... may be granted to me/us.
2. A non-refundable sum of Rs..... (Rupees .....only) being the fees in respect of the application payable under rule 16 (7) (i) of the said rules has been deposited (vide enclosed original receipt challan no.....dated.....of the State Bank of India/Treasury ..... )
3. The required particulars are given below:-
  - i. Name of the applicant-
  - ii. Address-(Present).....  
(Permanent).....
  - iii. In case the applicant is
    - (a) An individual, his nationality  
(Nationality certificate to be enclosed)
    - (b) A company, an attested copy of the certificate of registration of the company along with copy of Memorandum and Article of Association of the Company shall be enclosed.

(c) A firm, nationality of all the partners and partnership deed to be attached.

iv. Profession or nature of business of the applicant.

v. Particulars of documents appended:

(a) Valid mining due clearance certificate issued by the Director of Mines to be enclosed, or

(b) An affidavit in lieu of mining due clearance Certificate subject to its production within one month of making application, or

(c) In case the applicant does not hold and has not held any mineral concession for major and minor minerals in the State, furnishing of an affidavit to that effect will suffice:

(d) Attested copy of up to date VAT clearance Certificate

vi. Period for which mining lease is required.

vii. Extent of area applied for mining lease.

viii. Details of the area applied for mining lease.

(a)

District	Tahasil	Village/Forest Range	Survey No.	Area in hectares
----------	---------	-------------------------	---------------	---------------------

(b) A plan in cadastral village map along with a key plan in Survey of India topo sheet in scale 1:50,000, boundary description and land schedule of the area applied for to enclosed:

(The plan should be on the relevant portion of the cadastral village map with scale and should contain natural feature. Land marks or other feature to enable identification of the area in the field or any other place of importance).

ix. (a) If the applicant has surface right over the area or he is the owner of land applied for, document in support of surface right or patta of land, as the case may be, shall be attached.

Or

(b) where the land applied for being to private persons written consent of such tenant(s) for undertaking mining operation to be filed.

Or

(c) In case the applicant is the rayat of the land applied for, attested copies of documents to establish this.

x. An affidavit stating particulars of areas which the applicant himself or any person joint interest with him.

- a) Already holds under mining lease.
- b) Has already applied for but not granted.
- c) Being applied for simultaneously
- xi. Attested copy of the document showing payment of earnest money:
- xii. An affidavit stating that the applicant is not convicted for any offence committed for any violation of any provision of Mines and Minerals (Development & Regulation) Act, 1957 and rules made thereunder:
- xiii. Nature of joint interest
- xiv. Financial resources of the applicant:  
(supported document to be enclosed)
  - a) Copy of the solvency Certificate and list of immovable properties from the concerned Revenue Authority,
  - b) A recent certificate from the banker of the applicant stating the extent of his credit worthiness.
- xv. Technical knowledge or experience in mining operation for specified minor minerals of the applicant (supporting document to be attached).
- xvi. If the applicant is the rayat of the land applied for, an attested copy of the patta of the land.
- xvii. Has the applicant already set up or has a definite plan to put up an industry based on specified minor minerals? If so, the detail thereof along with documentary evidences.
- xviii. In case of application for mining lease of specified minor minerals over the area held under prospecting license-*cum*-mining lease:  
Does the applicant hold a prospecting license-*cum*-mining lease over the area applied for ? If so,
  - i) Number and date of grant order, date of execution and registration, date on which it is due to expire.
  - ii) The report of prospecting operation carried out to be enclosed.
  - iii) Broad parameters of ore body/ bodies such as strike length, average width, dip, geological disturbance (a geological plan of the area showing details of geology and lithology to be attached) and related geological, economical and feasibility parameters of the deposit:

xix. In case of application is made for mining over the area earlier held under mining lease for specified minor minerals by person other than the applicant:

- a) Number of existing quarry pits with dimension:
- b) Dimension of rock exposed in the pit (location of old working are to be shown on the geological plan)
- c) Details of rock exposed in the virgin area coming within area applied for.
- d) Whether information generated from the working pits and exposed rocks are sufficient to establish the existence of specified minor minerals content therein and to prepare a mining plan.

xx. Method of working of the area applied for in brief:

xxi. Anticipated yearly financial investment in mining operation.

xxii. Manner in which the specified minor minerals raised to be utilized.

- a) i) If for captive use, the location of the industry
- ii) If for sale for indigenous consumption
- b) If for export to foreign country, name of the countries:

xxiii. Name, qualification and experience of technical personnel available or to be employed for supervision of the mines.

xxiv. Any other information, if any:

4. Additional charge quoted (higher than the minimum additional charge fixed vide Govt. Notification No.....dt.....):

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including documents and security deposit as may be required by you before the grant of mining lease.

Yours faithfully

Signature of the applicant

Place:

Date:

**N.B.:**— If the application is signed by an authorized agent of the applicant, the power of attorney should be attached.



## FORM - E

## Form of Mining Lease

[See rule 9(9), 15(5)]

THIS INDENTURE made this.....day of.....20.....between the GOVERNOR OF ODISHA (hereinafter called the "Lessor") of the one part and ..... (Name of the person) ..... of (Address and occupation)..... ( hereinafter called the "Lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, assignees) of the other part.

WHEREAS, the lessee has applied to the Competent Authority concerned for a mining lease for..... (specified minor mineral) in accordance with the provisions of Odisha Minor Mineral Concession Rules, 20..... (hereinafter referred to as 'Rules') in respect of the lands described in Part I of the Schedule and has deposited a sum of Rs ..... as security.

AND, WHEREAS, the Competent Authority has communicated his approval to the grant of lease on the terms, covenants and conditions hereinafter contained.

NOW THIS INDENTURE witnesseth as follows:—

The lessor hereby demises to the lessee the land described in Part I of the Schedule hereunder written and delineated in the map hereunto annexed.

The said demised pieces of land shall be held by the lessee for a term of ..... years from the date on which this executed deed is registered under Indian Regulation Act and Odisha Registration Manual , subject to terms, covenants, conditions hereinafter provided.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The schedule above referred to

## PART-I

## Location and area of the lease

Village Plot Nos.  
Village/Forest Block  
Tahasil/Forest Range  
Area (in hectares)/

As per plan annexed and bounded  
On the North by  
On the South by  
On the East by  
And on the West by

hereinafter called as "said lands"

**PART-II****Terms and conditions of the lease**

This lease is subject to the conditions laid down in rule 26 and also all other conditions pertaining to lease as provided in the Rules.

**PART-III****Liberties, powers and privileges to be exercised and enjoyed by the lessee**

1. To enter upon and use the land, described in part I of the Schedule during the term hereby demised to carry on all operations necessary for extraction, collection, stacking, processing, transport or disposal of specified minor mineral/ minerals leased in natural or in processed/converted form.
2. To make roads, tram ways, install machineries, lay electric and telephone line, on and over the said lands.
3. To use water from streams, watercourses and springs in and upon the said lands in natural state or by means of impounding with the written permission of the Collector of the District.

**PART-IV****Restrictions and conditions as to the exercise of liberties, powers and privileges in Part-II**

1. No land shall be used for surface operations if objection is raised by the Competent Authority or the Collector of the District to the effect that use of the land will be detrimental to public interest.
2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to Deputy Commissioner/Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.
3. The lessee shall not cut or injure any tree in the leased area falling within Reserved/Protected forest without prior permission of the Divisional Forest Officer or the officer authorized by him in this behalf and upon payment of royalty and fees for compensatory afforestation as may be specified.
4. The lessee shall undertake mining operation only in accordance with approved mining plan or scheme of mining, as the case may be.
5. The lessee shall not transport or store or cause to be transported, or stored any specified minor mineral for the purpose of selling or trading otherwise than in accordance with these Rules and as may be specified under Odisha Minerals (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rules, 2007.

## PART-V

**Liberties, powers and privileges reserved to the State Government**

1. The State Government or any officer, or persons authorized by it in that behalf has the liberty and power to enter into and upon the leased area to carry on any operation in connection with survey, sampling, testing, mining, beneficiation/ processing, stacking and transportation of mineral, as may be, deemed necessary.

2. Liberty and power for the State Government, or to any lessee or persons authorised by it on that behalf to enter into and upon the said lands and to search for, win, dig, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes carry out any operation as may be deemed necessary or convenient.

Provided that in the exercise of such liberty and power, no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation (as may be agreed upon and in the event of disagreement as may be decided by the Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees on such account.

## PART -VI

**Provisions regarding Rents and Royalties**

1. The lessee shall, during the subsistence of this lease pay to Government royalty in respect of any minor mineral removed by him from the leased area at the rates prescribed in Schedule II and surface rent at the rate prescribed in Schedule I.
2. All payments relating to rents, royalties, fees, etc., as provided under these rules shall be paid to the State Government free from all deductions, at the District Treasury/Sub-Treasury and in such manner as the Competent Authority may prescribe.
3. For the purposes of computing the royalty, the lessee shall keep correct account of the mineral, produced, stacked and removed from the lease area and furnish such information and submit a monthly return to the Competent Authority and Director in Form-J and other relevant records to the concerned Deputy Director of Mines/Mining Officer.
4. The lessee shall pay royalty in advance and the differential amount, if any, on computation shall be paid by the end of the first fortnight of each half-yearly period during the subsistence of the lease.
5. The lessee shall pay surface rent in advance and not later than the 15<sup>th</sup> January and the 15<sup>th</sup> July of each year.
6. The lessee shall, in addition to the rents and royalties, also pay the contributions to the District Mineral Foundation and the Environment Management Funds at the rates specified in the Rules.
7. The lessee shall also pay the additional charges at the rate of \_\_\_\_\_ per cent of the sale price of the minerals being the amount of additional charge bid by him in the auction.

Signed by.....

For and on behalf of Governor of Odisha, in the presence of

1.

2.

Signed by ..... Lessee in the presence of



1.

2.

.

FORM - F  
Intimation to Successful Bidder  
[See rule 10(11), 16(9), 27(6)]

Letter No. \_\_\_\_\_

Dated \_\_\_\_\_

From

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

To

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

Sub: Intimation to successful bidder.

Sir/Madam,

This is to intimate that you have been selected as the successful bidder for the prospecting license-*cum*- mining lease/mining lease/ quarry lease (strike off the lease not intended for) described below, namely:—

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

(Name of lease, area, period of lease) based on your application for the said lease. The amount of additional charge bid by you and accepted is Rs. \_\_\_\_\_ per tonne/cubic metre (strike off whichever is not applicable).

The mining plan and the environment clearance for the said lease has been obtained/ has not been obtained (strike-off whichever is not applicable). The tentative selection is subject to the provisions of the OMMC Rules, 20..... and to the terms and conditions annexed with this letter.

You are directed to convey your acceptance to the terms and conditions and to deposit an amount as prescribed under rule 10(12) & (13)/ 16(10) & (11)/ 27(7) & (9) (strike-off whichever is not applicable). Proof of deposit of the aforesaid amount along with acceptance should reach the undersigned within fifteen days of the date of issue of this letter failing which this intimation shall stand automatically revoked without any further notice and the bid security shall stand forfeited.

You are also directed to execute deed in respect of the prospecting license-*cum*-mining lease/ mining lease/ quarry lease (strike-off whichever is not applicable) for the aforesaid area within the period specified in sub-rule (1) of rule 43 of the Odisha Minor Mineral Concession Rules, 20.....

Yours faithfully

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

(Name/ Designation)  
(Competent Authority)

## FORM - G

## Final Report of Prospecting operation

[See rule 11(5)]

To

1. (a) The Deputy Director of Mines/ Mining Officer ..... (location).  
 (b) The Director of Mines, Odisha, Bhubaneswar.  
 (c) The.....(Secretary) to Government, Department of Steel & Mines,  
 Odisha, Bhubaneswar.
2. Name of the Mineral or minerals  
 For which prospecting licence has been granted.  
 (a).....(b).....  
 (c)..... (d).....
3. Name and address of the Licensee  
 .....  
 .....  
 PIN.....
4. Particulars of prospecting license-cum-mining lease:  
 (i) Date of Execution: .....  
 (ii) Period: ..... Years, From..... To.....  
 (iii) Area under Licence ..... hectares.
5. Location :  
 (i) Topo Sheet Number: .....  
 (ii) Cadastral Survey of Khasra Number: .....  
 (iii) Village: .....  
 (iv) (a) Post Office: .....  
 (b) Police Station: .....  
 (v) (a) Tahasil: .....  
 (b) District: .....  
 (c) State: .....
6. Number and date assigned by State Government to  
 prospecting license-cum-mining lease.  
 (a) Number.....  
 (b) Date .....
7. Particulars of the Geologists /Mining Engineer-in-charge of prospecting operations:  
 (i) Name and Address.....PIN.....  
 (ii) Qualifications.....  
 (iii) Date of Appointment .....  
 (iv) Nature of Appointment .....(Whole time/ Part time)
8. Date of completion of prospecting operation or abandonment .....
9. Total surface area covered by prospecting work .....(hectares).
10. Completion of prospecting work:  
 (a) Pitting  
 (i) Number of Pits .....  
 (ii) Depth (metres): Average.....  
 Maximum.....  
 Minimum.....  
 (b) Trenching  
 (i) Number of Trenches.....  
 (ii) Length (metres): Average.....

	Maximum.....		
	Minimum.....		
(c) Drilling:		Surface	Underground
(i) Number of boreholes completed	.....	.....	.....
(ii) Total Drilling (metres)	.....	.....	.....
(d) Particulars of Drilling Machine:	Type	Make	Capacity
	.....	.....	.....
(e) Exploratory mining, if any:			
(1) Number of Levels.....			
(2) Total Development (metres).....			
(3) Mode of Entry .....			
(4) Quantity of ore produced with grade.....			
(f) Number of samples analyzed: .....			
(1) Main constituent (please specify): .....			
(2) Complete Analysis of all samples: .....			
11. Parameters of the ore body identified:			
(a) Number of bands/ seams:			
(b) Dip:			
(c) Strike:			
(d) Structural details, if any (folds, faults, joint & fracture pattern etc.):			
(e) Percentage of recovery of ore & sub-grade mineral:			
(f) Ore: Waste ratio:			
12. Reserves assessed (In UNFC format):			
Place.....	Signature.....		
Date.....	Name in Full.....		
	Designation.....		
	Owner/Agent/Mining Engineer/Manager		

Note: - Please enclose a geological report describing the prospecting operations undertaken so far along with the detailed geological plans and sections showing locations of (a) boreholes, (b) pits, (c) trenches, (d) shafts, (e) Underground exploratory workings, (f) outcrops, (g) ore zones, (h) faults, (i) folds and other geological features.

The report shall contain in the borehole logs and interpretation and the inference drawn as a result of the study of the geology of the areas and the interpretation of the borehole cores, pits, trenches, assay data, reserves ago ore and contain results of complete analysis of at least two representative samples of ore and the blocks proposed for mining operations. The report shall also contain the results of any beneficiation study carried out on the ores or minerals of the area.

## FORM - H

Intimation of opening/reopening of the mine/quarry  
[See rule 12(6), 17(2) & 33(4)]

To

1. (a) The Deputy Director of Mines/ Mining Officer ..... (location).  
(b) The Director of Mines, Odisha, Bhubaneswar.  
(c) The..... (Secretary) to Government, Department of Steel & Mines, Odisha, Bhubaneswar.  
(d) The Collector..... (District).  
(e) The Director of Mines Safety, Bhubaneswar/ Chainbasa.
2. (i) Name of the mineral :  
(ii) Name(s) of other minerals if any, for which lease has been granted :
3. Name of the Mine/Quarry :
4. Name and address of the Lessee /Owner:
5. Ownership of the mine  
(a) Public Sector (b) Joint Sector (c) Private Sector
6. Date of Opening /Reopening of Mine/Quarry .....
7. In case of Reopening, date of discontinuation.....
8. Particulars of the Mining Lease (ML)/ Quarry Lease (QL):  
(i) Date of Execution:  
(ii) Period..... years, from..... To.....  
(iii) Areas under Lease..... hectares.
9. Location of the Mining Lease /Quarry Lease:  
(i) Village..... Dist..... Tahasil.....  
(ii) Post Office..... P.S. .... Dist.....  
(iii) Nearest Railway Station..... Distance.....
10. Name and address of the Previous Owner, if any, and the date of abandonment:
11. Particulars of Agent:  
Name and Address:
12. Particulars of Mining Engineer employed in the mines:  
(i) Name and Address:  
(ii) Qualification:  
(iii) Date of Appointment:  
(iv) Status of Employment: (Whole time or Part Time)
13. Particulars of the Mines Manager:  
Name and address:  
Certificate of Competency (1<sup>st</sup> Class/2<sup>nd</sup> Class/ Permit):
14. Letter No. And date through which the mining plan was approved  
Letter No. .... Date: .....

Place:  
Date:

Signature  
Name in Full:  
Designation: Owner/Agent/Mining  
Engineer/Manager

## FORM – I

## Yearly report of Prospecting operation

[See rule 14(13)]

1. Type of specified minor minerals for which prospecting license-cum-mining lease has been granted:
  - (a)
  - (b)
2. Name and address of the licensee-cum-lessee:
3. Particulars of the prospecting license-cum-mining lease:
  - i) Date of execution:
  - ii) Period :        Years:        From:        To:
  - iii) Area under license-cum-lease:        Hectares
4. Location of the area under prospecting license-cum-mining lease:
  - i) Toposheet No:
  - ii) Village:
  - iii) Post office:
  - iv) Tahasil:
  - v) District:
  - vi) Nearest railway station        Distance (Km.)
5. Particulars of the Geologist or Mining Engineer employed, if any,
  - i) Name and address:
  - ii) Qualification :
  - iii) Date of appointment:
  - iv) Status of employment:        Whole time        Part time
6. Status of prospecting operation –        In progress:  
    Completed:  
    Abandoned:
7. Total surface area covered by prospecting work (hectare):
8. Prospecting work completed during the year:
  - a. Geological mapping: Area (hectare):        Scale:
  - b. Pitting (i) Number of pits:
    - ii) Grid pattern:
    - iii) Depth (m)    Average:  
    Maximum:  
    Minimum:



- c. Trenching i) Number of trenches (with interval):  
 ii) Length (m) Average:  
 Maximum:  
 Minimum:
- d. Number and size of samples:
- e. Drilling:  
 i) Number of boreholes completed during the year (with size of core):  
 ii) Number of boreholes in progress:  
 iii) Total yearly drilling (m):
- f. Particulars of drilling machine – Type:  
 Make:  
 Capacity:  
 Number of drills:
- g. Details of samples tested:  
 i) Number of samples tested:  
 ii) Complete report:

Place:

Signature

Date:

Name in full:

Designation:

**Note:-** Please enclose a geological report describing the prospecting operations undertaken so far accompanied by the detailed geological plans and sections showing structural details such as joints, fractures, folds, faults, grain size, texture, etc. and also showing location of (a) boreholes, (b) pits, (c) trenches, (d) sampling positions, etc. The report shall also contain borehole logs and the inferences drawn as a result of the study of the geology of the area and the interpretation of the borehole cores, pits, trenches, reserves of specified minor minerals and complete report of at least two representative samples indicating quality and suitability of the mineral for mining operations.

## FORM - J

Monthly &amp; Half yearly Return by the licensee-cum-lessee/ lessee

[See rule 26(18)]

For the month/half year ending.....20.....

Name(s) of the mineral:

## 1. Name and location of the

Prospecting license-cum-mining lease/Mining lease:

(a) Name of the Mine/Prospect:

(b) Village:

Taluka/Tahasil:

District:

State:

## 2. Name and address of Concessionaire:

Name:

Address:

## 3. Area in hectare:

Date of Execution:

Period (years):

Date of starting of operations:

## 5. Number of days for which the mine/prospect was under operation during the month/half-year:

## 6. Indicate reasons(s) for work stoppage

due to strike, lock-out, monsoon, non-availability of labour, less demand etc. and number of days of work stoppage for each of these factors.

## 7. Production of mineral, dispatches, stocks and pit's mouth value (Unit: cubic meter/ tonne):

Items	Total	Grade-wise/Size-wise break-up
-------	-------	-------------------------------

Opening Stock:

Production:

Despatches:

Direct exports

Domestic sale/ testing purpose

Closing Stock:

Pit's Mouth Value (Rs):

Waste and Rejects (Unit: cubic meter/ tonne)			
Item	During the month/half year		
(a) Quantity of waste generated as overburden			
(b) Quantity of incidental waste generated			
(c) Quantity of waste generated as mineral rejects.			
(d) Despatches of waste and rejects (in accordance with above classification)			
8. Mining Machinery used during the month/half-yearly period			
Type of Machinery	No. Of units	Engine Horse Power of each unit	No of hours worked
(a)			
(b)			
(c)			
(d)			

9. Details of prospecting operation, if any, undertaken during the month/half-yearly period:

- (a) Pitting :
- (b) Trenching :
- (c) Drilling :
- (d) Others :

10. Details of processing activity undertaken, if any:

11. Export of the mineral, if any :

Quantity (MT)

Value (Rs.)

During the month

During the half-yearly period

12. Domestic sale of the mineral :

Quantity (MT)

Value (Rs.)

During the month

During the half-yearly period

13. Reasons for increase/decrease in production during the current month/ half-year as compared to the preceding month/ half-year:

I certify that the information furnished above is correct and complete in all respects.

Place:

Signature

Date:

Name (in full):

Designation-Owner/ Agent/

Mining Engineer/ Manager.

## FORM - K

## Annual Return

[See rule 26(18), 33(15)]

(For the year 1st April, 20... to 31st March, 20...)

(To be submitted before 1<sup>st</sup> July of each year for the preceding year or within 90 days of the date of abandonment/surrender)

1. Name of mineral/ minerals :
2. Name and location of the mine/quarry:  
Name of the mine/quarry:  
Village:  
Tahasil:  
District:  
State:
3. Name and address of lessee/mine/quary owner:  
Name:  
Address:
4. Lease details  
Area in hectares:                      Date of Execution:  
Period (Years):                      Date of starting mining operations:
5. Number of days the mine/quarry worked during the year:
6. Indicate reason(s) for work stoppage: Reason                      No. of days  
Due to strike lock-out, monsoon,  
non-availability of labour less demand  
etc. and number of days of work stoppage  
for each these factors.

7. Employment of Qualification Personnel and Labour:

7.1	Number of Technical and Supervisory Staff:		
	Description	Fully Employed	Party Employed
	a. Mines Manager		
	b. Graduate Mining Engineer		
	c. Diploma Mining Engineer		
	d. Other Technical Officer, if any		
	e. Geologist		
	f. Other administrative, clerical and technical supervisory staff :		
7.2	Labour Employment :		
	Male:	Female:	Total:
	a. Average Daily Employment :		
	b. Man-days worked :		
	c. Wages(Rs.) :		

8. **Production, Dispatches, Stock and Pit's Mouth Value:**

8.1. Production of raw blocks during the year, dispatches, stocks and Pit's mouth value  
(Unit: tonne/cum)

Items	Total	Grade-wise/Size-wise break-up
Opening Stock		
Production		
Despatches		
Direct Exports		
Domestic Sale		
Closing Stock		
Pit's Mouth Value (Rs.)		

8.2. Cumulative Production:

(Since opening of quarry in cum/tonne)

8.3. Sub-grade/ Presently non-saleable Ore:(Unit: cum/tonne)

Item	During the year	Cumulative Total
(a) Opening Stock		
(b) Quantity of sub-grade/ Presently non-saleable Ore generated		
(c) Dispatches of sub-grade/ Presently non-saleable Ore, if any.		
(d) Closing Stock		

8.4 Waste and Rejects (Unit: cum/tonne)

Item	During the year	Cumulative Total
(a) Quantity of waste generated as overburden		
(b) Quantity of waste generated incidental to mining		
(c) Dispatches of waste and rejects, if any		

9. Mining Machinery used during the year:

Type of Machinery	No. of units	Engine Horse Power of each unit	No. of hours worked
(a)			
(b)			
(c)			
(d)			

10. Reserves (in UNFC format):
11. Quantity and cost of material consumed during the year:
  - (i) Fuel (Lt.)
  - (ii) Electricity (KWH):
  - (iii) Other Material:
12. Amount of rent and royalty paid (Rs.)
13. Annual Production (Last three years) (Quantity in tonne/cubic meter)
14. Exports (Last three years) (Quantity in tonne/cubic meter):
15. Reasons for increase/decrease in production during the current year as compared to the preceding year :

I certify that the information furnished above is correct and complete in all respects.

Place:

Signature

Date:

Name (in full):

Designation-Owner/Agent/Mining

Engineer/Manager

Note:-

- (a) In case there is stoppage of work indicate reasons for what stoppage and numbers of days of work stoppage.
- (b) Average daily employment is obtained by dividing the number of man-days worked by the number of working days.
- (c) Wage includes all cash payment including bonuses, employer's contribution to provident fund, welfare activities etc. Concessions in kinds should not be included in wages.
- (d) The Pit's Mouth Value should represent the sale value of the granite at the pit-head. In case of sales effected on F.O.B. or any other basis, pit head sale value should arrived at after deducting all the expenses incurred from quarry/mine to railway station or port or other point of sale, as the case may be (such as expenses on transportation, loading and unloading charges, railway freight, sampling and analysis post handing, export duty and cess.)



## FORM - L

## Notice of change in the name of mine

[See rule 26(39)]

To

1. (a) The Deputy Director of Mines/ Mining Officer ..... (location).  
 (b) The Director of Mines, Odisha, Bhubaneswar.  
 (c) The.....(Secretary) to Government, Department of Steel & Mines,  
 Odisha, Bhubaneswar.  
 (d) The Collector..... (District).
2. (i) Name of the mineral :  
 (ii) Name(s) of other minerals if any, for which lease has been granted:
3. (i) Name of the Mine :  
 (ii) Change in the name of mines, if any:  
 (Indicate old name and reason of change)
4. Name and address of the Lessee /Owner:
5. Ownership of the mine  
 (a) Public Sector      (b) Joint Sector      (c) Private Sector
6. Date of Opening /Reopening of Mine .....
7. In case of Reopening, date of discontinuation.....
8. Particulars of the Mining Lease (ML):  
 (i) Date of Execution:  
 (ii) Period \_\_\_\_\_ years, from \_\_\_\_\_ To \_\_\_\_\_  
 (iii) Areas under Lease \_\_\_\_\_ hectares.
9. Location of the Mining Lease:  
 (i) Village \_\_\_\_\_ Dist \_\_\_\_\_ Tahasil \_\_\_\_\_  
 (ii) Post Office \_\_\_\_\_ P.S. \_\_\_\_\_ Dist \_\_\_\_\_  
 (iii) Nearest Railway Station \_\_\_\_\_ Distance \_\_\_\_\_
10. Name and address of the Previous Owner, if any, and the date of abandonment:
11. Particulars of Agent:  
 Name and Address:
12. Particulars of Mining Engineer employed in the mines  
 (i) Name and Address:  
 (ii) Qualification:  
 (iii) Date of Appointment:  
 (iv) Status of Employment: (Whole time or Part Time)
13. Particulars of the Mines Manager:  
 Name and address:
14. Letter No. And date through which the mining plan was approved  
 Letter No.      Date:

Place:

Date:

Signature

Name in Full:

Designation: Owner/Agent/Mining  
Engineer/Manager

FORM – M  
Application for grant of Quarry Lease  
[See rule 27(4)]

To .....

Dated ..... the ..... 20.....

Sir,

1. I/We submit an application for a quarry lease for.....(mineral) for a term of ..... years over ..... hectares of land in the area specified in the *Annexure* given below:-
2. A sum of Rs ..... payable as fee (Non-refundable) for grant of such lease under sub-rule (4) of rule 27 of the Odisha Minor Mineral Concession Rules, 20... ..has been paid in the Government Treasury at.....and a receipted challan bearing No..... dated..... is enclosed.
3. The required particulars are given below:-
  - i) An affidavit stating that no mining due payable under the Act and Rules made there under is outstanding against the applicant.
  - ii) Where land belongs to private persons, consent of all such persons for grant of quarry lease.
  - iii) Solvency certificate and list of immovable property from the Revenue Authority.
4. (i) Name and address of the applicant.....
- (ii) Nationality of the applicant.....
- (iii) Profession of the applicant.....
- (iv) Particulars of the areas, mineral wise, within the State for which the applicant or any person having joint interest with him.....
  - a) Already holds a quarry lease.....
  - b) Has already applied for a quarry lease but not granted .....
  - c) Being applied for simultaneously.....
  - d) Nature of joint interest, if any.....
- (v) Means by which the minor minerals is/are to be raised, i.e. whether manual or mechanical.....
- (vi) Manner in which the minor mineral raised to be utilized-(a)
  - For manufacture.....
  - (b) For sale.....
  - (c) Any other purpose.....
- (vii) Details of the plan boundary description and land schedule of the area applied for to be enclosed.

- (viii) Has the applicant any previous experience in quarrying/mining? If yes, details should be given.....
- (ix) Financial Resources of the applicant.
  - (a)
  - (b)
- (x) Total investment in the operations anticipated.....
- (xi) Any other particulars which the applicant wishes to furnish:
  - (a) Name of the village/Forest Block
  - (b) Whether the area belongs to Scheduled Area.
  - (c) Details of the area applied for in each Survey Number
  - (d) Full description of the area applied for with regard to nature features
  - (e) District.....

5. Rate of additional charge (per cubic meter) quoted-

**N.B:** The application shall be summarily rejected if the rate of additional charge quoted is less than the rate of additional charge specified in the notification.

I/We hereby declare that the particulars furnished above are correct and undertake to furnish any other details, plan, etc., as may be required by you.

Yours faithfully,

Place.....

Date.....

Signature of the applicant

**N.B:** If the application is signed by an authorised agent of the applicant, the power of attorney should be attached.

## FORM - N

## Form of Quarry Lease

[See rule 27(13)]

THIS INDENTURE made this ..... day of .....20..... between the GOVERNOR OF ODISHA..... (hereinafter called the "Lessor") of the one part and (Name of person) .....of (address and occupation)..... (hereinafter called the "lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, assignees) of the other part.

WHEREASE the lessee has applied to the Competent Authority concerned for a quarry lease for .....(minor mineral) in accordance with the provisions of the Odisha Minor Minerals Concession Rules, 20... in respect of the lands described in Part I of the Schedule and has deposited a sum of Rs ..... as security.

AND WHEREAS the Competent Authority has communicated his approval to the grant of lease on the terms, covenants and conditions hereinafter contained.

NOW THIS INDENTURE witnesseth as follows:

The lessor hereby demises to the lessee the land described in Part I of the Schedule hereunder written and delineated in the map hereunto annexed.

The said demised pieces of land shall be held by the lessee for a term of.....years from the date on which this executed deed is registered under Indian Registration Act and Odisha Registration Manual, subject to the terms, covenants, conditions hereinafter provided.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The schedule above referred to

## PART-I

**Location and area of the lease**

Village Plot Nos.  
Village/Forest Block  
Tahasil/Forest Range  
Area (in hectares)

As per plan annexed and bounded

On the North by

On the South by

On the East by

And on the West by

hereinafter called as "said lands"

## PART- II

**Terms and conditions of the lease**

This lease is subject to the conditions laid down in rule 33 and also all other conditions pertaining to lease as provided in the Rules.

## PART-III

**Liberties, powers and privileges to be exercised and enjoyed by the Lessee**

1. To enter upon and use the land, described in Part I of the Schedule during the term hereby demised to carry on all operations necessary for extraction, collection, stacking , processing, transport and disposal of minor mineral/minerals leased in natural or in processed/converted form.
2. To make roads, tram ways, install machineries, lay eclectic and telephone line, on and over the said lands.
3. To use water from streams, watercourses and springs in and upon the said lands in natural state or by means of impounding with the written permission of the Collector of the district.

## PART-IV

**Restrictions and conditions as to the exercise of liberties, powers and privileges in****Part-II**

1. No land shall be used for surface operations if objection is raised by the Competent Authority or the Collector of the district to the effect that use of the land will be detrimental to public interest.
2. The lessee shall not cut or injure any tree in the leased area falling within Reserved/Protected forest without prior permission of the Divisional Forest Officer or the officer authorized by him in this behalf and upon payment of royalty and fees for compensatory afforestation as may be specified.
3. The lessee shall undertake mining operation only in accordance with approved mining plan or scheme of mining, as the case may be.
4. The lessee shall not transport or store or cause to be transported or stored any specified minor mineral for the purpose of selling or trading otherwise than in accordance with these Rules and as may be specified under Odisha Minerals (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rules, 2007.

## PART-V

**Liberties, powers and privileges reserved to the State Government**

The State Government or any officer, or persons authorized by it in that behalf has the liberty and power to enter into and upon the leased area to carry on any operation in

connection with survey, sampling, testing, quarrying, processing, stacking and transportation of mineral as may be deemed necessary.

#### PART-VI

##### Provision regarding Rents and Royalties

1. The lessee shall, during the subsistence of this lease pay to Government royalty in respect of the minor mineral removed by him from the leased area at the rates prescribed in Schedule II and surface rent at the rate prescribed in Schedule I.
2. All payments relating to rents, royalties, fees, etc., as provided under these rules shall be paid to the State Government free from all deductions, at the District Treasury/Sub-Treasury and in such manner as the Competent Authority may prescribe.
3. For the purpose of computing the royalty, the lessee shall keep correct account of the mineral produced, stacked and removed from the lease area and submit a return to the Competent Authority and Director in Form K & Form P.
4. The lessee shall pay royalty in advance and the differential amount, if any, on computation shall be paid by the end of the first fortnight of each half yearly period during the subsistence of the lease.
5. The lessee shall pay surface rent in advance and not later than 15<sup>th</sup> January and 15<sup>th</sup> July of each year.
6. The lessee shall, in addition to the rents and royalties, also pay the contributions to the District Mineral Foundation and the Environment Management Funds at the rates specified in the Rules.
7. The lessee shall also pay the additional charge at the rate of Rs. \_\_\_\_\_ per cubic meter.
8. The minimum guaranteed quantity for the quarry lease shall be \_\_\_\_\_ cum per annum.

Signed by.....

For and on behalf of Governor of Odisha, in the presence of

- 1.
- 2.

Signed by..... Lessee in the presence of

- 1.
- 2.



FORM - O  
Preparation of Mining Plan for Quarry Lease by RQP

[See rule 28(4)]

MINING PLAN FOR WINNING OF \_\_\_\_\_ (RIVER SAND/LATERITE  
SLABS/MORRUM/ORIDINARY/ROADMETAL etc.) FROM \_\_\_\_\_ (NAME OF  
THE VILLAGE/FOREST etc.) UNDER \_\_\_\_\_ PANCHAYAT, TAHASIL OF  
\_\_\_\_\_ DISTRICT.

[CATEGORY : \_\_\_\_\_ (B1/B2)  
As specified by MoEF vide Notification  
No. J-13012/12/2013-IA-II (I) dated 24.12.2013]

1. Name & Address of the lessee:
2. Particulars of the Area (Acreage, Boundary  
Description & Land Schedule): (Attach location map and surface plan showing the existing  
features of the area with contours at 2m interval):
3. Status of the Lessee: (Private Individual/ Private Company/Public Sector Undertaking/ Joint  
Sector Undertaking / Others):
4. Period of the concession : (from \_\_\_\_\_ to \_\_\_\_\_)
5. Mineral intended to be won :
6. Name, Address & Registration No. of RQP  
preparing the mining plan with validity  
of recognition:
7. Order No. & date of Competent Authority granting the concession : (copy of the order to be  
attached) :
8. If, forest area, whether forest clearance obtained: (Attached copy of forest clearance)::
9. Reserves :  
(Estimation to be based on the exploration, if any, carried out in the area or on the local  
parameters)
10. Mining :
  - (a) Whether manual or semi-mechanized or mechanized :
  - (b) If semi-mechanized, number, type and capacity  
of machines to be used :
  - (c) Whether drilling and blasting will be made use of ,  
if yes, state monthly quantity of explosives to be  
consumed :
  - (d) Benching pattern (Height x Width) :
  - (e) Face lay out (attached development plan) :

- (f) Quarry Floor level (RL) at the end of each year and at the end of period of the concession :
- (g) Quantity of mineral to be won (Annual Level of Production) :
- (h) Quantity of overburden to be removed (Show location of such disposal in development plan) :
- (i) Whether heavy blasting to be adopted if yes, location of nearest habitation (to be shown in the surface plan) :
- (j) Safety precautions to be adopted :
- (k) Brief description on method of procurement and storage of explosive :
- 11. Waste Disposal : :
- (a) Location (show it in the development plan)
- (b) Area covered :
- (c) Environment safeguards for such disposal :
- 12. Mine Drainage: :
- (Give details of total make of water during dry and rainy season and its method of handling) :
- 13. Mineral Processing : :
- (Give details processing including sizing, sorting, generation of Reject/fines etc. :
- 14. (a) No. of trees to be uprooted due to mining operation :
- (b) Programme of Plantation :
- 15. Manpower : :
- (a) Supervisory : :
- (inclusive of statutory personnel) :
- (b) Non-Supervisory (skilled, semi-skilled & unskilled) :
- (c) OMS :
- 16. Use of Mineral: :
- (Specification and monthly quantity to be dispatched to be furnished):
- (a) For domestic use :
- (b) For export :

## 17. Mine Closure Plan:

- (a) Describe the process/activities to be undertaken for  
reclamation and rehabilitation in respect of the following :
- i) Mined out land :
  - ii) Waste/reject dump :
  - iii) Top-soil stack and its utilization :
- (b) Financial Assurance :

(To be furnished as a bank guarantee in respect of the area  
to be put to use at the rate of Rs. \_\_\_\_\_ per hectare) :

## 18. Certificate

I/We, the holder of \_\_\_\_\_ (type of concession) for \_\_\_\_\_ (mineral)  
over \_\_\_\_\_ hecets., in \_\_\_\_\_ (village/forest)  
under \_\_\_\_\_ Panchayat, \_\_\_\_\_ Tahasil of \_\_\_\_\_ District hereby solemnly  
affirm that the plans and programmes in this mining plan will be scrupulously implemented by  
me/us and I/we will be strictly held responsible for any deviation thereof, I/We also hereby certify  
that the provisions of Mines and Minerals (Development & Regulation) Act, 1957, and the Mines  
Act, 1952 and Rules and Regulations made under these Acts, along with the provisions of Odisha  
Minor Mineral Concession Rules, 20.... will be strictly adhered to while implementing this mining  
plan and wherever specific permissions will be required, I/We will approach the concerned  
authorities of Directorate General of Mines Safety and the State Government, as the case may be.

(Signature of the Concessionaire)

## FORM - P

Quarterly return of Minor minerals other than specified minor minerals

[See rule 33(15)]

For the quarter ending.....20.....

1. Name of the mineral:
  2. Name and location of the Quarry:  
Name of the Quarry:  
Village:  
Post office:  
Tahasil:  
District:
  3. Name and address of lessee/Quarry owner:  
Name:  
Address:
  4. Lease details:  
Area in hectares:                      Date of Execution:  
Period (Years):                      Date of starting quarrying Operations:
  5. Number of days the quarry worked during the quarterly period:
  6. Indicate reason(s) for work stoppage:  
Number of days:  
Reasons: (i)  
(ii)
  7. Production, despatches, Stocks and Pit's mouth value (Unit: tonne/cubic meter):
- | Items                   | Total in the quarter |
|-------------------------|----------------------|
| Opening Stock           |                      |
| Production              |                      |
| Despatches              |                      |
| Closing Stock           |                      |
| Pit's Mouth Value (Rs.) |                      |
8. Quantity of waste and rejects generated, if any, (Unit: cubic meter)
  9. Quantity consumed in the quarry lease area, if any. (Unit: cubic meter)
  10. Particulars of machineries equipments used:
  11. Particulars of explosives used, if any

12. Average number of persons employed daily:

Male:                  Female:                  Total:

13. Rents and royalty paid (Rs.):

14. Dimension of the quarry (in meter)

Length:                  Width:                  Depth (Maximum):

15. Any other information:

I certify that the information furnished above is correct and complete in all respects.

Place:

Signature

Date:

Name (in full):

Designation-Owner/Agent/Manager

*Note:* The return shall be furnished by the 15th of the month succeeding the quarter.



## FORM - Q

## Application for Quarry Permit

[See rule 34]

Dated the .....20.....

To

Sir,

1. I/We submit an application for quarry permit for..... (mineral) a term of ..... months over.....hectares of land in the area specified in item 3(viii) below.
  2. A sum of Rs..... (rupees..... only) (non-refundable) payable as fee for grant of such permit under rule 34 of OMMC Rule, 20..... has been paid in the Government Treasury at..... and the receipted challan is enclosed.
  3. The required particulars are given below.
    - (i) Name and address of the applicant:
    - (ii) Nationality of the applicant:
    - (iii) Profession of the applicant:
    - (iv) Quantity of minor mineral required to be extracted and removed (in tonnes/ cubic metres):
    - (v) Minor mineral is to be raised manually or mechanically:
    - (vi) Manner in which the minor mineral raised is to be utilised:
    - (vii) Particulars of the receipted treasury challan for the fee :
    - (viii) Plan in 16"=1 mile scale (Cadastral village map) and Land Schedule of the area from which the minor mineral are to be extracted and removed is to be enclosed :
    - (ix) If the land applied for belongs to private land owners, written consent of the owners permitting diversion of his land for extraction of minor mineral under quarry permit to be enclosed :
    - (x) An undertaking by the applicant that he agrees to abide by the conditions governing extraction and removal of minor mineral under a quarry permit to be enclosed :
    - (xi) Any other particulars which the applicant wishes to furnish:
- I/We hereby declare that the particulars furnished above are correct and undertake to furnish any other details, plan etc., as may be required by you.

Place:  
Date:

Yours faithfully,

Signature of the applicant

*N.B.* - If the application is signed by an authorized agent of the applicant, the power-of-attorney should be attached.



## FORM - R

## Grant of Quarry Permit

[See rule 35(1)]

Quarry Permit No.....

Date.....

Whereas, Shri..... applied for grant of quarry permit for extraction and removal of .....tonne/cubic metre of .....(minor mineral) from Plot No. .... of .....Village/Forest Division under rule 34 of the Odisha Minor Mineral Concession Rules, 20..... and has paid an application fee of Rs....., permission is hereby granted to quarry, collect and remove.....tonne/cubic metre of..... (mineral) from the aforesaid area or areas indicated on the plan annexed hereto on the following condition and on payment of advance royalty amounting to Rs .....calculated at the rate of Rs .....per tonne/cubic metre (as specified in Schedule I to the Odisha Minor Mineral Concession Rules, 20.....

(1) The permit shall be valid for..... months/days from.....to.....

(2) The permit holders shall abide by the conditions provided in rule 37 of the Odisha Minor Minerals Concession Rules, 20.....

Signature of the Competent Authority/authorized officer.

To

Shri.....

Copy to-

The Director of Mines, Odisha, Bhubaneswar

The Collector ..... district,

The Divisional Forest Officer.....

## FORM - S

## Particulars of Quarry Permit

[See rule 37(4)]

1. Quarry Permit No. Date:
2. Name of the Permit Holder(s) with address:
3. Name of mineral:
4. Quantity of mineral permitted for extraction and removal in cubic meter/tonne:  
(a) Permitted Quantity: (b) Removed Quantity:
5. Period of validity of the permit: Form dt.: To dt.:
6. Production of mineral in cubic meter/tonne:
7. Despatch of mineral in cubic meter/tonne:
8. Royalty and Surface Rent due for payment (in Rs.):
9. Details of payment of royalty with treasury challan No. and date:
10. Number of man-days worked for production:
11. Pit's Mouth Value (Rs. Per cum/tonne.):
12. Sale Price at quarry site (Rs. Per cum/tonne.):
13. Date of surrender of the permit to the Competent Authority:

I/We declare that the above information are correct.

Place:

Signature of the permit holder

Date:

*Note-* The particulars shall be furnished to the Competent Authority and authorized officer on his behalf.

FORM - T  
Register of Quarry Permit  
[See rule 38]

Sl. No.	Name and address of Permit Holder	Date of application	No. and date of order of grant	Mineral/ Minerals	S.No. / S.Nos.	Village/Forest Ranges	Tahasil
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Quantity Permitted		Details of royalty received	Date of expiry of Permit	Quantity removed under the Permit	Whether all dues have been recovered	Remarks	Signature of officer
(9)		(10)	(11)	(12)	(13)	(14)	(15)

[illegible]

## FORM - V

## Register of Mining Lease

[See Rule 43(5)]

Sl.No.	Name and address of the lessee	Date of application	No. and date of grant order	Date of Execution	Date of registration	Period of lease	Mineral/ Minerals
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Village/ Forest Range	Tahasil/ Sub- division/ District	Area in Hects.	Details of security deposit	Date of commence ment of mining operations	Date of expiry/Sur render/Det ermination of lease	Transfer of Mining Lease		Details of refund of security Deposit	Signatu re of Officer	Remark
						Date	Name and address of the transfer ee			
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)

[illegible]



## FORM - X

## Form of Appeal

[See rule 46(1)]

(To be submitted in triplicate)

1. Name and address of the individual /firm/company .....
2. (a) Full details of the order and the authority passing the order against which the appeal or revision application is made (certified copy to be enclosed) .....  
(b) Date of communication of the above order: .....
3. Minerals/Minerals forming the subject matter of the appeal.....
4. Details of the area in respect of which the appeal is filed (A plan of the area to be attached).

Sl. No.	District/ Forest Division	Tahasil/Forest Range	Village/Forest Block

5. Is the appeal filed within one month of the date of the order of the Competent Authority/Controlling Authority?
6. If not, the reasons for not presenting it within the prescribed time.
7. (a) Name and complete address of the party/parties impleaded.  
(b) Reasons for impleading him/ them shall be mentioned.  
(c) An additional copy of the appeal application for each impleaded party is to be submitted.
8. Has the applicant deposited the amount, if any, assessed in accordance with provisions of Odisha Minor Mineral Concession Rules, 20.....as per the orders appealed ? If so, the details thereon.
9. If the application is signed by an authorized agent of the applicant, an attested copy of power of attorney shall be attached.
10. Whether application fee of rupees one thousand has been deposited ? If so, original receipted challan no.....dated.....of the State Bank of India/Treasury..... is enclosed.

Place:

Date:

Signature and designation of the applicant

## FORM - Y

## GOVERNMENT OF ODISHA

.....DEPARTMENT

## Transit Pass for Minor Minerals

[See rule 58(1)]

Book No.....

Pass No.....

Date.....

Name of the Mining Lease/ Quarry Lease.....

Name of the licensee-cum-lessee /lessee/Permit

Holder.....

Destination.....Route.....

Minor Mineral

Quantity Permitted (Cum /Tonne)

Measurement of Mineral in

The Carrier	Length (m)	Breadth(m)	Height(m)
-------------	------------	------------	-----------

Cubic Content (Cum.)

Weight of the Vehicle (Tonne)	Gross	Tare
-------------------------------	-------	------

Weight of Mineral (Tonne)

Signature of the person  
Issuing with dateSignature of the carrier  
driver with dateSignature of the  
checking staff with dateSignature of the person  
Receiving with dateSignature of the supervising  
officer/Competent Authority  
With date

Office Seal

## FORM - Z

Annual return by the Competent Authority and Deputy Director or Mining Officer

[See rule-58(7)]

For the year 1st April 20.....to 31st March, 20.....

District:

Sub-Division:

Tahasil:

Forest Division:

Mining Circle:

(For each revenue district separate forms shall be used)

Sl. No.	Item	Name of minor minerals (Use one column for each mineral)					
		Specified minor minerals	Sand	Laterite			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1. No. of grant of
  - (a) Mining Leases
  - (b) Quarry Leases
  - (c) Quarry permit
2. No. of subsisting
  - (a) Mining Leases
  - (b) Quarry Leases
  - (c) Quarry permit
3. Production (cum/tonne)
  - (a) Mining Leases
  - (b) Quarry Leases
  - (c) Quarry permit

---

 Total
 

---

## 4. Despatches (cum/tonne)

## (a) Mining Leases

(i) For export

(ii) For domestic use

## (b) Quarry Leases

## (c) Quarry permit

---

Total

---

## 5. Revenue (Rs.)

## (a) Mining Leases

(i) Dead Rent/Royalty

(ii) Additional charge

(iii) Amount towards District Mineral Foundation

## (b) Quarry Leases

(i) Dead Rent/Royalty

(ii) Additional charge

(iii) Amount towards District Mineral Foundation

## (c) Quarry permit (Royalty)

## (d) Surface Rent

## (e) Application fee

## (f) Miscellaneous

---

Total

---

## 6. Average number of persons employed daily during the year

## 7. Pit's Mouth Value

Signature of the Competent Authority/

Deputy Director/Mining Officer

## SCHEDULE - I

[See Rule 25(2) and 32(2)]

## Surface rent

For all minerals	Rs.360.00
------------------	-----------

## Dead rent

Per hectare

Per annum

## (a) Specified minor minerals

(i) Specified minor minerals other than decorative stone	Rs.5000.00
(ii) Black granite	Rs.53,500.00
(iii) Coloured and multi-coloured granite	Rs.35,500.00
(iv) Other stones/rocks like khondalite, Sandstone, limestone other than classified as major minerals used for Decorative and monumental purposes	Rs.28,500.00

## (b) All other minor minerals except specified minor minerals

(i) Boulders, metals, chips, ballast, sandstone, laterite, slab and other rocks and minerals used in civil construction and stone crushers for sizing; limestone lime shell and lime kankar other than classified as major mineral; bentonite, fuller's earth, stone used for household utensils	Rs.18,000.00
(ii) Ordinary clay, silt, ordinary sand, rehmatti, brick-earth, Ordinary earth, moorum, quartzite, slate shale, shingles, gravels, pebbles and chalcedony	Rs.10,500.00

## SCHEDULE - II

[See Rule 25(5) and 32(2)]

## Royalty

## Rate of Royalty

Per tonne/cubic meter

1. Agate	Twelve percent of average sale price on ad valorem basis
2. Ball Clay	
Crude	Eight percent of average sale price on ad valorem basis
Processed	Twelve percent of average sale price on ad valorem basis
3. Barytes	Six and half percent of average sale price on ad valorem basis
4. Calcareous Sand	Twelve percent of average sale price on ad valorem basis
5. Calcite	Fifteen percent of sale price on ad valorem basis
6. Chalk	Twelve percent of sale price on ad valorem basis
7. China clay	
Crude	Eight percent of average sale price on ad valorem basis
Processed	Twelve percent of average sale price on ad valorem basis
8. Clay (Others)	Rupees seventy per cubic metre
9. Corundum	Twelve percent of average sale price on ad valorem basis
10. Diaspore	Twelve percent of average sale price on ad valorem basis
11. Dolomite	Seventy five rupees per tonne
12. Dunite or Pyroxenite	Thirty rupees per tonne
13. Felsite	Twelve percent of average sale price on ad valorem basis
14. Feldspar	Fifteen percent of average sale price on ad valorem basis
15. Fireclay	Twelve percent of average sale price on ad valorem basis
16. Fuschite Quartzite	Twelve percent of average sale price on ad valorem basis
17. Gypsum	Twenty percent of average sale price on ad valorem basis
18. Jasper	Twelve percent of average sale price on ad valorem basis
19. Kaolin	
Crude	Eight percent of average sale price on ad valorem basis
Processed	Twelve percent of average sale price on ad valorem basis
20. Laterite	
Non-metallurgical grade (Other than in shape of slabs)	Twenty five percent of average sale price on ad valorem basis
Metallurgical grade (Other than	Zero point six zero percent of London Metal Exchange laterite price chargeable on the contained aluminium metal in ore produced for those despatched for use in alumina and aluminium metal in shape of slabs) extraction.



21. Limekankar (Other than that used in kilns for manufacture of lime used as building material)	Rupees one hundred thirty per tonne
22. Mica	Four percent of average sale price on ad valorem basis
23. Ochre	Twenty four rupees per tonne
24. Pyrophyllite	Twenty percent of average sale price on ad valorem basis
25. Quartz	Fifteen percent of average sale price on ad valorem basis
26. Quartzite	Twelve percent of average sale price on ad valorem basis
27. Sand (Others)	Rupees seventy per tonne
28. Shale	Eighty rupees per tonne
29. Silica Sand	Ten percent of average sale price on ad valorem basis
30. Slate	Forty five rupees per tonne
31. Steatite or Talc or Soapstone	Eighteen percent of average sale price on ad valorem basis
32. Ordinary sand	Rupees thirty five per cubic meter
33. Ordinary clay, slit, rehmatti, brick-earth, ordinary earth, moorum	Rupees thirty five per cubic meter
34. Sandstone, Laterite and Slate in shape of slabs and tiles	Rupees one hundred and eighty per cubic meter
35. Bentonite, Fuller's earth	Rupees four hundred and forty five per cubic meter
36. Chalcedony, shingles, gravels, pebbles of all types	Rupees one hundred and eighty per cubic meter
37. Ordinary boulders used for road and civil constructions.	Rupees one hundred and thirty per cubic meter
38. Road materials including ballast and chips.	Rupees one hundred and thirty per cubic meter
39. Bajri and crusher fines	Rupees thirty five per cubic meter
40. Stones used for household utensils	Rupees two hundred and seventy per cubic meter
41. Limestone and limekankar used in kilns for manufacture of lime used as building material and limeshell	Rupees one hundred and eighty per cubic meter
42. Stones chips and bajri other than of marble used as mosaic in flooring	Rupees two hundred and fifteen per cubic meter
43. (a) Marble blocks and slabs	Rupees one thousand and six hundred per cubic meter
(b) Marble chips and power	Rupees two hundred and seventy per cubic meter

## 44. Decorative stone:

- |       |   |  |
|-------|---|--|
| (i)   | Black granite exceeding 0.50 cum.   | Rupees three thousand nine hundred and twenty five per cubic meter |
| (ii)  | Coloured and multi-coloured granite exceeding 0.50 cum.                     | Rupees three thousand two hundred and fifteen per cubic meter      |
| (iii) | Cut or dressed granite blocks useful for tiles for size less than 0.50 cum. | Rupees one thousand four hundred and thirty per cubic meter        |
| (iv)  | All other rocks when used for decorative and monumental purposes.           | Rupees five hundred and thirty five per cubic meter                |
| (v)   | Limestone other than classified as major minerals.                          | Rupees one thousand and seventy per cubic meter                    |

## SCHEDULE - III

[See rule 2(g)]

Sl. No.	Type of Minerals	Controlling Authority
(1)	(2)	(3)
1.	Specified minor minerals and all minor minerals occurring in areas granted under mining lease for major minerals. Ordinary clay, silt, rehmatti, ordinary sand other than used for industrial and prescribed purposes, brick-earth, ordinary earth, moorum, laterite slabs, ordinary boulders, road metals including ballasts, chips, bajri and rock fines generated from stone crushers, gravels of ordinary stones and river shingles and pebbles-	Government in Steel & Mines Department
	(a) When occurring in non-forest land	Deputy Director of Mines of respective jurisdiction
	(b) When available in any forest area	Principal Chief Conservator of Forests, Odisha

## SCHEDULE – IV

[See rule 2(f), 48]

Jurisdiction (1)	Power to be Exercised (2)	Competent Authority (3)	Department (4)
1. Specified Minor Minerals	(a) For Mining Lease	Deputy Director of Mines/Mining Officers of respective jurisdiction	Steel & Mines
	(b) For Prospecting License-cum- Mining Lease	Deputy Director of Mines/Mining Officer of respective jurisdiction	Steel & Mines
2. Minor Minerals other than Specified Minor Minerals	Quarry lease and Quarry permit		
	a. When occurring within village boundaries	Mining Officer of respective jurisdiction	Steel & Mines
	b. When occurring within forest area	Divisional Forest Officer	Forest, Environment & CC

## Annexure- X to NIT

### CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

### ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

## **Annexure- X to NIT**

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.