

**OFFICE OF THE DIVISIONAL FOREST OFFICER ; ANGUL DIVISION:ANGUL.**

Letter No. 5110 /243/DRP/2023/Dated. 23.08.2023

To The Regional Chief Conservator of Forests,  
Angul Circle, Angul.

Sub: - Proposal for Seeking prior approval of Central Government under section 2 (ii) of the forest (Conservation) Act, 1980 in favour of M/s Mahanadi Coal filed Ltd. for non-forestry use of 125.24 ha forest land for Subhadra OCP Coal mining under Forest Division projects of Subhadra Area by Mahandi Coalfields Limited.

Ref: - 1) Proposal No. FP/OR/MIN/150133/2021.  
2) Memo No. 3889 dt. 20.03.2023 & 8330 dt. 27.07.2023 of PCCF, Wildlife, BBSR.  
3) Memo No. 13670 dt. 07.07.2023 of PCCF, FD & Nodal Officer, FC Act.  
4) Memo No. 2575 dt. 10.07.2023 of RCCF, Angul.  
5) Letter No. 611 dt. 17.08.2023 of G.M, Subhadra Area.

With reference to the above cited letter on the captioned subject, it is to inform that the forest diversion proposal for Seeking prior approval of Central Government under section 2 (ii) of the forest (Conservation) Act, 1980 in favour of M/s Mahanadi Coal filed Ltd. for non-forestry use of 125.24 ha forest land for Subhadra OCP Coal mining under Forest Division projects of Subhadra Area by Mahanadi Coalfields Limited has received in this office under reference (1).

The User Agency i.e G.M, Subhadra Area has submitted the point wise compliance report vide his letter No. under reference (5), the shortcomings observations by the PCCF, FD & Nodal Officer, FC Act. O/o the PCCF, Odisha, Bhubaneswar is furnished below.

Observation No. (ii) **As per SIR submitted by DFO (Angul), Elephant movement has been recorded in and around the proposed area for diversion in the past years. Furthermore, it is also mentioned in the report that man-elephant conflict has increased in the area of Angul Division due to increased mining activities. The comments and recommendation of the Chief Wildlife Warden in this regard shall be submitted.**

Compliance In compliance to this observation, Principal Chief Conservator of Forests, Wildlife & Chief Wildlife Warden, Odisha, Bhubaneswar, has submitted the observations/ recommendation on Man-Animal Conflict to Forest, Environment & Climate Change Dept. Govt. of Odisha vide his letter no-8330/CWLW-FDWC-FD-0011-2023, dtd- 27.07.2023. (Copy enclosed as-  
*Annexure- I*)

Observation No. (iv)

The concerned DFO in his Site inspection report has mentioned that the Mine lease is bound by Singhada stream in the North and Ghurudia nala passes through the mine lease boundary. Singhadajhor stream particularly has large catchment area. The State Govt shall examine the matter and submit the detail safeguards proposed/plan to prevent adverse impact of mining on the water bodies.

Compliance

In compliance to this observation, the User Agency has requested to consider the proposal for Stage-I clearance pending preparation of Stream Conservation Plan and SMC Plan. It is informed by the User Agency that a consultant has already been engaged for preparation of Stream Conservation, Soil Moisture Conservation Plan vide Work Order No- WO/CPC/SCML/22-23/11, Dtd-18.11.2022 (copy enclosed as *Annexure-II*). The Consultant has communicated that for identification of land equivalent to mining lease area and preparation of Soil Moisture Conservation Plan will take approximately 07 to 09 months period. (Copy enclosed as *Annexure-III*). Based on the communication of the Consultant, the compliance to the 2<sup>nd</sup> shortcoming will take considerable time, due to which approval of Forest Clearance Stage-I of Subhadra OCP will get further delayed.

The user agency has submitted the undertaking that it will pay for the preparation and implementation of the Stream Conservation Plan, Soil Conservation Plan for area equivalent to mine lease area, and other measures to prevent adverse impact of Mining on waterbodies duly approved by RCCF, Angul Circle with Stage-I compliance. (*Annexure-IV*).

In view of the above, the point wise compliance report received from the user agency is sent herewith in 4 (Four) sets for favour of your kind information and necessary action.

Encl: -

1)	Letter No. 8330 dt. 27.07.2023 of PCCF, Wildlife- <i>Annexure-I</i> .
2)	Work Order No- WO/CPC/SCML/22-23/11, Dtd-18.11.2022- <i>Annexure-II</i> .
3)	Letter No. VCSPL/FDP/816/08/2023 dt. 11.08.2023 of Visiontek Consultancy Services Pvt. Ltd. - <i>Annexure-III</i> .
4)	Undertaking for payment of Stream Conservation Plan, SMC Plan and to implement measures to adverse impact on water bodies - <i>Annexure-IV</i>

  
Divisional Forest Officer  
Angul Division

Memo No. 5111 / Dated. 23.08.2023

Copy forwarded to the Principal Chief Conservator of Forests, Forest Diversion & Nodal Officer, F.C. Act, O/o the Principal Chief Conservator of Forests, Odisha for favour of information and necessary action.

*Vinay*  
Divisional Forest Officer  
Angul Division

Memo No. 5112 / Dated. 23.08.2023

Copy forwarded to the General Manager, Subhadra Area (MCL) for information and necessary action with reference to his letter No. under reference (5).

*Vinay*  
Divisional Forest Officer  
Angul Division



OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS (WILDLIFE) &  
CHIEF WILDLIFE WARDEN, ODISHA

Government of Odisha, Forest, Environment & Climate Change Department  
PRAKRUTI BHAWAN, PLOT NO.1459, SAHEED NAGAR, BHUBANESWAR- 751007  
Phone: 0674-2602250, Website: www.wildlife.odisha.gov.in, Email: odishawildlife@gmail.com

No. 8330 /CWLW-FDWC-FD-0011-2023  
Dated, Bhubaneswar the 27 July, 2023

To

The OSD-cum-Special Secretary to Govt. of Odisha  
Forest, Environment & Climate Change Department  
Bhubaneswar

Sub: Proposal for seeking prior approval of the Central Government under Section 2(ii) of the Forest (Conservation) Act, 1980 in favour of M/s Mahanadi Coalfield Ltd. for non-forestry use of 125.24 ha of forest land for Subhadra OCP Coal mining under Angul Forest Division and Angul District of Odisha – reg. (Online proposal No.FP/OR/MIN/150133/2021)

Ref: FE&CC Department Memo, No. FE-DIV-FLD-0012-2023/4513/FE&CC dt 10.03.2023

Sir,

Inviting a reference to the above cited correspondence on the captioned subject, I am directed to furnish point-wise compliance on the observations of MoEF&CC (FC Division) relating to wildlife issues as under:-

ii. As per SIR submitted by DFO (Angul), Elephant movement has been recorded in and around the proposed area for diversion in the past years. Furthermore, it is also mentioned in the report that man-animal conflict has increased in the area of Angul Division due to increased mining activities. The comments and recommendation of the Chief Wildlife warden in this regard shall be submitted.

**Compliance:** The mine lease boundary of Subhadra OCP touches the boundary of Durgapur RF, Jaipur RF and Nisha RF of Angul Forest Division. Elephant herds are reported in this landscape. Breaking up of forest land for the instant project for non-forestry purpose is likely to cause disturbance to wildlife and their habitat which can be mitigated through appropriate site-specific wild life conservation interventions. Once *in-principle* approval of the project is accorded by the Ministry, the said SSWLMP will be prepared for implementation at the project cost.

In addition, the user agency shall also deposit ₹82,000/ha of entire ML area for implementation of RWLMP as per the cost norm approved vide FE&CC Department Letter No.26159/F&E dt 05.12.2018 to mitigate further any adverse impact of the project on wildlife of the surrounding area/ region.

For ready reference, the report of the DFO, Angul Division submitted vide his office Memo No.3523 dt 28.06.2023 and that of the RCCF, Angul Circle sent vide his office memo No.2809 dt. 20.07.2023 are also enclosed herewith.

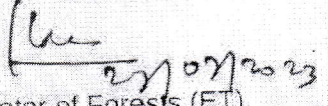
Encl: As above

Yours faithfully

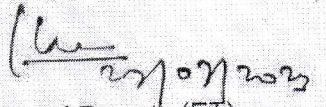
Conservator of Forests(ET)



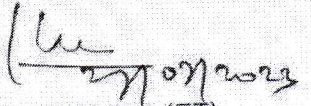
Memo. No. 8331 /dt. 27/07/2023  
Copy alongwith enclosures forwarded to the PCCF & HoFF, Odisha/ PCCF (FD & NO, FC Act) for information and necessary action with reference to Letter. No.4512/FE&CC and Memo No.4513/FE&CC both dated 10.03.2023 respectively.

  
Conservator of Forests (ET)

Memo No. 8332 /dt 27/07/2023  
Copy alongwith enclosures forwarded to the Regional CCF Angul Circle/ DFO Angul Division for information and necessary action with reference to Memo. No.4514/FE&CC dt 10.03.2023.

  
Conservator of Forests (ET)

Memo No. 8333 /dt 27/07/2023  
Copy forwarded to the Project Officer, Mahanadi Coalfields Ltd., Subhadra Area, A/PO/Dist.- Angul, Odisha, PIN-759122 for information and necessary action with reference to Memo. No.4516/FE&CC dt 10.03.2023.

  
Conservator of Forests (ET)



**WORK ORDER**

**WO/CPC/SCML/22-23/11**

**Date: 15 Nov 2022**

**Viontek Consultancy Services Private Limited**

**Plot No.-M 22 & 23 , Chandaka Industrial Estate , Patia ,**

**Bhubaneswar , Dist-Khurda ,**

**State-Odisha , India , Pin-751024**

**Kind Attn: Mr. D Rout , General Manager Business Development, visiontekin@gmail.com ,  
visiontekin@yahoo.co.in , visiontek@vcspl.org +91 9338772882)**

**Subject: Work Order for Consultancy Services for Forest Diversion Proposal for Subhadra Open  
Cast Coal Project of MCL, Angul, Odisha**

**References:**

1. SCML RFQ vide email dated 29<sup>th</sup> July 2022
2. Your revised offer vide email dated 15<sup>th</sup> September , 20<sup>th</sup> September , 26<sup>th</sup> September 2022
3. Your e-mail dated 28<sup>th</sup> September 2022

**Dear Sir,**

We are pleased to issue this Work Order No.: **WO/CPC/SCML/22-23/11** (hereinafter referred to as "Work Order") to M/s **Viontek Consultancy Services Private Limited** (hereinafter shall referred to "VCSPL" or "Service Provider" or "Consultant") towards **Forest Diversion Proposal for Subhadra Open Cast Coal Project** for Subhadra Coal Mining Limited (hereinafter referred to SCML) located in Angul district, Odisha (hereinafter referred to as "Site" as the context may require) and as per defined terms & conditions, agreed Scope of work and instructions specified herein below: -

**1. Service Provider's Scope of Work:**

- The scope of work includes following major activities, but not limiting to:
- 1.1. Verification of FDP documents at present condition and modification as required
  - 1.2. Layout Plan of the project area superimposed in village sheets
  - 1.3. Digitization of different maps as per the authenticated land schedule
  - 1.4. Online submission of the FDP documents in Parivash Portal, MoEF & CC
  - 1.5. Preparation of requisite no. of FDP Hard Copies with all required details and submitted to concerned Divisional Forest Officer (DFO)
  - 1.6. Processing at office DFO Level (Part-II)
  - 1.7. Finalization of all project maps, documents, compliance of EDS and all statutory requirement of DFO office
  - 1.8. FDP hard copies forward to concerned RCCF from DFO Office
  - 1.9. Facilitate Processing of FDP at office RCCF Level (Part-III)
  - 1.10. Finalization of all project maps, documents, compliance of EDS and all statutory requirement of RCCF office and Facilitate FDP hard copies forwarded to PCCF, Nodal from RCCF
  - 1.11. Processing at office PCCF & HoFF Level (Part-IV)
  - 1.12. Finalization of all project maps, documents, compliance of EDS and all statutory requirement of PCCF & HoFF office . FDP hard copies forward to State Govt. GoO from PCCF & HoFF
  - 1.13. Processing at office FE & CC, GoO Level (Part-V)
  - 1.14. Finalization of all project maps, documents, compliance of EDS and all statutory requirement of State Govt. office (FE & CC Dept.)
  - 1.15. FDP hard copies forward to MoEF & CC, New Delhi from FE & CC, Govt. of Odisha

- 1.16. Facilitate Processing at office MoEF & CC, Govt. of India , New Delhi
- 1.17. Organize successful Site Inspection by IRO, Bhubaneswar and Compliance of EDS, if any
- 1.18. Facilitate Stage-I approval
- 1.19. Obtain certificate under FRA 2006 from the collector, Angul (by SDLC, DLC)
- 1.20. Stage-I Compliance
- 1.21. Processing of information at DFO Level and its forwarding to MoEF & CC, New Delhi
- 1.22. Facilitate obtain Stage-II approval

**2. Service Charges:**

- 1.1 Service Provider shall be paid **estimated** value of Rs.143 Lacs plus GST for delivery of the scope as per this Work Order.
- 1.2 GST shall be paid extra as applicable rates.
- 1.3 Consultancy charges includes expenditure of your team on travel, lodging etc. during execution of work.
- 1.4 Coordination cost for scope of work shall be spent with approval of Project Head and are estimated costs. This portion shall be paid on actual basis.
- 1.5 Any excess / deficit paid shall be adjusted at end of Stage I and Stage II respectively by amending the Work Order , if required

**3. Payment Terms:**

- 3.1. Payment of the service fee along with GST shall be paid on milestone basis as under:

Payment Milestones	Deliverable w.r.to Scope in Clause 1	Total Service Charges , INR
FDP Proposal to DFO	Clause 1.1 to 1.5	7,00,000
Proposal to RCCF	Clause 1.6 to 1.8	10,00,000
FDP forward to PCCF, Nodal from RCCF	Clause 1.9 to 1.10	5,00,000
FDP forward to State Govt. GoO from PCCF & HoFF	Clause 1.11 and 1.12	7,00,000
FDP forward to MoEF & CC, New Delhi from FE & CC, Govt. of Odisha	Clause 1.13 to 1.15	7,00,000
Stage-I FC	Clause 1.16 to 1.18	36,00,000
Certificate under FRA 2006	Clause 1.19	24,00,000
Stage-II approval	Clause 1.20 to 1.22	47,00,000

- 3.2. Payment shall be made within 15(Fifteen) working days post submission of valid invoice having details like description of taxable service, quantity, value of service and the CGST & SGST or IGST as applicable etc.
- 3.3. Payment shall be made subject to deduction of tax at source or any other deduction, if any.
- 3.4. The mode of payment shall be Net banking/ NEFT/RTGS.
- 3.5. The invoice should contain the relevant Service Accounting Code (SAC) along-with the state code where the services are rendered. The invoice raised by Service Provider should contain all the requisite particulars as prescribed by the GST Act & rules.
- 3.6. TDS shall be deducted from your bills as per the Income Tax Rules and certificate to this effect shall be provided by SCML.



**4. Completion Period:**

Completion Period shall be 4 months for Stage I and further 4 months for Stage-II approval (Cumulative -8 months).

**5. Contact Details SCML:**

Billing Address Subhadra Coal Mining Limited,  
HIG -51, Nandan Kanan Road,  
Jayadev Vihar, Opp. Pal Heights,  
Bhubaneswar, Khordha, Odisha, 751013  
GSTIN No 21ABICS4555J1Z7  
PAN Number ABICS4555J  
Contact Person Mr. Bimal Baral, Project Head, Subhadra Coal Mining Limited  
Email ID bimal.baral@adityabirla.com  
Contact No +91 7440024704

**6. Service Provider's Responsibilities:**

- 6.1. All expenses of Service Provider's Team for travel, accommodation, boarding, and other necessities required for the completion of the assignment shall be borne by the Service Provider.
- 6.2. All documentation charges, stationary charges, computer charges incurred for the activities related to the assignment shall be borne by the Service Provider.
- 6.3. Service Provider shall deploy adequate resources to perform the activities in this Work Order satisfactorily in accordance with the various provisions/rules under the applicable laws
- 6.4. Service Provider shall discharge SCML from all obligations in relation to all personnel engaged by the Service Provider in connection with the execution of the Work Order awarded to him in accordance with all the applicable laws in force from time to time. In no case, SCML shall be liable for breach of any provisions of all the applicable laws with respect to non-payment of wages or compensation of any description due or payable to employees of the Service Provider or for any of Service Provider's failures in the discharge of his obligations to its employees.
- 6.5. Service Provider shall arrange for the entire SHE (Safety, Health & Environment) for the execution of the Work Order. Besides that the Service Provider shall have to follow all the instructions and comprehensive SOP issued in respect of Safety Measures by SCML's Representative.
- 6.6. Service Provider shall take requisite precautions and used his best endeavour to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in and around the plant.
- 6.7. Service Provider shall at its own cost observe, perform and comply with the provisions of all statutory enactments, rules, regulations and bye laws framed there under as are applicable, during the execution of work and shall maintain such registers, documents, records etc. as are required under various statutes, for production of the same before the Employer and or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of these Acts/Rules shall render the Service Provider liable to payment of necessary compensation/penalty, as deemed fit by SCML. It shall be sole responsibility of the Service Provider to ensure all kinds of statutory payments to his workers and submission of returns etc., to various statutory authorities in time. In case of Service Provider's default in making statutory payment in time, SCML reserves the right to deduct necessary amount from the Service Provider's bills towards such payment.





6.8. Service Provider's employees / Agents are solely the employees / Agents of the Service Provider and must not be considered to be the employees / Agents of SCML.

7. **Order Acceptance:**

Please accept the Work Order within 3 (Three) calendar days from the date of issuance this Work Order by sending a copy of this Work Order duly stamped and signed by Service Provider (i.e. scan copy by email/ hard copy).

★ **For SUBHADRA COAL MINING LIMITED**

**PARVESH GARG**

Digitally signed  
by PARVESH  
GARG  
Date:  
2022.11.15  
12:49:27 +05'30'

**Parvesh Garg**  
**AUTHORISED SIGNATORY**



## GENERAL TERMS & CONDITIONS

General Terms and Conditions shall apply to this Work Order and in the event of any conflict with any specific terms and conditions of Work Order, the later shall prevail.

1. "In case the Suppliers are registered under #Micro, Small & Medium Enterprises Development Act#, they have to confirm the same along with copy of registration" while sending the invoice.
2. Prices shall remain firm and binding throughout the subsistence of the Work Order and shall not be subject to any variation and/ or escalation for whatsoever reasons, except mentioned otherwise in this Work Order. Statutory variation in Taxes & Duties, change in interpretation/application of any existing Taxes & Duties and/or imposition of any new tax/duty/levy in India after the Effective Date of Work Order shall be to "The Company" account.
3. **General Responsibilities of Service Provider:**
  - 3.1. Service Provider shall at its own cost and risk obtain all license approval as may be required for the execution of the activities under the Work order and submit all necessary documents to "The Company"
  - 3.2. Service Provider shall ensure, at their own cost and expenses, proper insurance policy for its workmen at all time during the Work Order period for the purpose of Workmen Compensation Act 1923 and submit a copy of the same to the company on demand.
  - 3.3. All personnel engaged by the Service Provider in connection with the execution of the Work order shall be the employee of the Service Provider and no claim shall lie against "The Company" in respect of non-payment of wages or compensation of any description due to employees or for any of the Service Provider's failures in the discharge of obligations to its employees. The Service Provider shall discharge all obligations in relation to all personnel engaged by the Service Provider in connection with the execution of the Work order awarded in accordance with all the applicable laws in force from time to time.
  - 3.4. Service Provider shall issue Employment Card / Letter, Identity Card, Salary Slip, P. F. Numbers etc. to all the personnel deployed as per this order. Service Provider shall submit a copy of P.F. & Gratuity Registration Certificate with list of employees before authorized person of "The Company"
  - 3.5. All personnel engaged by the Service Provider in connection with the execution of the Work order shall have to follow all the instructions and Standard Operating Procedures (SOP) issued in respect of Safety Measures by "The Company"
  - 3.6. Service Provider shall at his own cost observe, perform and comply with the provisions of all statutory enactments, rules, regulations and bye laws framed there under as are applicable, during the execution of work and shall maintain such registers, documents, records etc., as are required under various statutes, for production of the same before the "The Company" and/or other statutory authorities prescribed in this behalf, as and when required. Non-Compliance of the provisions/stipulations of these Acts/Rules will render the Service Provider liable to payment of necessary compensation/penalty, as deemed fit by "The Company". It will be the sole responsibility of the Service Provider to ensure all kinds of statutory payments to his manpower and submission of returns etc., to various statutory authorities in time. In case of Service Provider's default in making statutory payment in time, "The Company" reserves the right to deduct necessary amount, statutory dues, arrear of wages, damages etc. from the Service Provider's bill towards such payments.
  - 3.7. Service Provider and his authorized representatives shall carry out all such duties and in such manner as specified under this Work Order or under any oral/written instruction issued by authorized person of "The Company" from time to time.



- 3.8. It shall be the duty of Service Provider to see that his Representative(s) are properly performing their obligation under this Work Order.
- 3.9. Service Provider's employees / Agents are solely the employees / Agents of the Service Provider and must not be considered to be the employees / Agents of "The Company".
- 3.10. Service Provider shall comply with all local labour and laws regarding employment of staff / employees.
- 3.11. Service Provider shall comply with any changes to the statutory legislations including applicable labour laws regarding the minimum wages, allowances, statutory contributions or other amount payable by Service Provider to its employees.
- 3.12. Notwithstanding anything contained herein above, the Service Provider shall provide on monthly basis all the relevant documents / receipts/ challans /proofs to "The Company" on account of deposit of PF, ESI and all statutory payments that are required to be deposited by the Service Provider in connection with each and every person providing service to "The Company" through the Service Provider.
- 3.13. If it is found that any amount on account of statutory dues (PF, ESI, Gratuity, Bonus etc.) is due and payable by the Service Provider, such amount even if it is paid by "The Company", "The Company" shall be indemnified by the Service Provider and shall be adjusted from the amount due and payable by "The Company" to the Service Provider or from the Security Deposit of the Service Provider lying with "The Company".
- 3.14. Service Provider shall be responsible for payment or submission of all statutory payments as per Work Order in respect of the personnel deployed by the Service Provider at the Premises of "The Company", including but not limited to wages, overtime dues, Bonus, Provident Fund, Employees' State Insurance, Workman's compensation, Gratuity and terminal benefits and for compliance of all statutory laws, bye laws, rules and regulations relating to provision of the Services and deployment of requisite personnel on the Premises.
- 3.15. Service Provider has to produce the copy of the License of the Service Provider under Labour (Regulation & Abolition) Act, 1970 and other relevant Acts as applicable, towards deployment of his personnel at the site, at the time of execution of the Work Order. Non- submission of the same by the Service Provider shall be liable for breach of the terms of the Work Order, for which all payments shall be withheld by "The Company", till the same is regularized.
- 4. **Safety Measures:**
  - i. Service Provider shall provide, at their own cost and expenses, necessary safety appliance, personal protective equipment's to all workmen in order to prevent accident during carrying out the work.
  - ii. "The Company" shall not allow any body to do any act which may cause breach of statutory safety provision.
  - iii. In case, if Service Provider fail to provide safety devices and medical facility for the workmen at site, the "The Company" may make suitable arrangement and recover the cost of the same from Service Provider's bill.
  - iv. Service Provider shall ensure that all its employees duly maintain and strictly follow all COVID 19 related protocols as instructed by "The Company" and the Government.
- 5. Service Provider shall deploy only trained and adequately skilled work force (No child Labour) for the execution of this contract.
- 6. Any person (engaged by Service Provider) who is found undesirable / incompetent, shall be removed by Service Provider on his own or as per the instruction of "The Company", from the site without any financial implications of the same on the company.
- 7. Service Provider shall not engage any ex-employee of the company.



8. "The company" shall have the right at its sole discretion to discontinue the work fully/partly for any reason whatsoever and shall have no liabilities for any damages or compensation on account of loss/profit to the Service Provider.
9. Service Provider shall at all times be responsible for any damages or trespasses committed by its agent and employees in carrying out the work and shall further be responsible for the acts and omission of his employees, whether at work site or in the company's premises.
10. Service Provider shall do the house keeping of the work place wherever necessary at no extra cost on daily basis and handover the site in a manner as instructed by the authorized person of "The Company", at the end of the contract.
11. Service Provider shall keep the separate record of all challan duly signed by "the company's" Security Department in respect of all items brought by it inside and get the same verified by the stores and concerned HOD, jointly, wherever required. At the time of full and final settlement, Service Provider would be relied upon Non-maintenance of the record shall be risk of the Service Provider.
12. Material provided to Service Provider for carrying out the work will be under its custody. Balance material after completion of job shall have to be returned by Service Provider to "The Company" without any extra cost.
13. Service Provider shall make necessary arrangement to safeguard company's property, material, tools and tackles/equipment to be consumed during the execution of the contract.
14. Service Provider shall be fully responsible for all the damages to "the company" caused by its workmen and "The Company" shall be entitled to recover from Service Provider's account.
15. **Compliance with Laws:**  
Service Provider shall at his own cost, observe, perform and comply in its execution of this Agreement with all applicable labor and any other laws applicable to Scope of Work undertaken by Service Provider, including but not limited to the following:
  - i. Contract Labour (Abolition & Regulations) Act 1971.
  - ii. Employee Compensation Act, 1923 and Rules made thereunder.
  - iii. The Payment of Wages Act, 1936.
  - iv. The Employees Provident Fund Act, 1952 & Employees Provident Fund Scheme 1952.
  - v. Employees State Insurance Act 1948
  - vi. The Payment of Bonus Act 1965.
  - vii. The Payment of Gratuity Act as and when applicable.
  - viii. The Mines Act 1952 as applicable
  - ix. The Mineral Concession Rules 1960 as applicable.
  - x. The Mines Vocation Training Rules 1966.
  - xi. Industrial Disputes Act in relation to matters of settlement of various disputes of retrenchment / lay off, Service conditions of Employees and Maintenance of perfect industrial peace etc.
  - xii. Air and Water Pollution Acts.
  - xiii. Indian Electricity Act and Rules made thereunder (if applicable).
  - xiv. Information Technology Act, 2000.
  - xv. Industrial Safety Rules.
  - xvi. Labour and any other legislation that may be applicable or may become applicable during the validity period of Work Order
16. **Confidential Information:**
  - 16.1. All Confidential Information acquired by Service Provider from the "The Company" under this Agreement shall be and remain the exclusive property of the "The Company". The Confidential Information shall be solely used for the Approved Purpose intended by the Parties, unless a different purpose is hereafter authorized in writing by the "The Company". The Confidential

- Information has commercial value and undertakes that it shall not use any Confidential Information in any other manner that is contrary to the terms of this Agreement.
- 16.2. Service Provider shall not disseminate, divulge or in any way disclose, and shall use its best efforts not to allow disclosure of any Confidential Information of the "The Company" to any third party except to its employees and directors ("Permitted Recipients") on a need-to-know basis for the Approved Purpose and who agree, in advance, to be bound by this Agreement. Recipient is responsible for the compliance by its Permitted Recipients of the terms and conditions of this Agreement or for any breach or threatened breach by any of its Permitted Recipients. The Confidential Information shall not otherwise be made available or disclosed or any access granted to any other person without the prior written consent of the "The Company".
- 16.3. "The Company" reserves the right to exclude Service Provider or any third party if found to be in breach of clause 16.1 or 16.2 and to take any action in pursuit of remedy for such breach as may be deemed appropriate.
17. Intellectual Property - All materials provided by "The Company" for the purposes of this project/contract are copyright to and will remain the copyright and intellectual property of "The Company" and all rights therein are reserve.
18. Service Provider is required to advise "The Company" of the identity and role of any and all third parties necessarily having access to information provided in confidence by "The Company", prior to providing any access to such third parties.
19. Right to Audit : "The Company" reserves the right to get the documents/products/services (related to the contract/order) audited by "The Company" and / or third parties and at such frequency or phase of implementation or in the post - implementation phase as it may deem fit. Service Provider is required to assist in such audit and make available your resources and / or documentation for such audit. Service Provider would be informed of such audit in writing by "The Company" before the commencement of the audit.
20. **Documents:**  
All activities performed pursuant to this Work Order shall be properly documented and "The Company" shall have all right to inspect any information and or document or retain copy or use the documents or information provided by the Service Provider in connection with the Work Order.
21. **Indemnification:**
- i. Service Provider shall indemnify "The Company" against all third-party claims of infringement of Patent, Trademark, or industrial design rights arising from use of the Goods or any part thereof in the country of "The Company".
  - ii. Service Provider shall ensure compliance of all statutory obligations and make payments of all the levies. "The Company" shall not be responsible for any non-compliance and penalties and consequences arising out of the Service Provider's non-compliance/non-payment.
  - iii. Service Provider shall indemnify and hold the "The Company" harmless from any loss, liability, damage, cost and expense which may arise out of or result from (i) claims by third persons against "The Company"; or the acts or (ii) omissions of the Service Provider, its agents or employees in connection with this Work order; or (iii) any defects in any material or Service supplied by the Service Provider ; or
  - iv. any breach or default in the performance of the obligations of Service Provider hereunder including any breach of warranty. Service Provider's indemnification obligations hereunder shall apply to the extent that any claim is caused by the negligence or misconduct of the Service Provider's personnel or agent during the subsistence of this Work order.
  - v. Service Provider shall indemnify, save and hold harmless the "The Company" and its employees and officers from and against any and all suits, actions or administrative proceedings, claims,



demands, losses, damages, costs and expenses of whatsoever nature, including fees and expenses, in respect of death or injury of any person or loss of or damage to any property, arising in connection with the execution of the supplies under this Work order and by reason of delay or negligence or failure on Service Provider's part or by any of Service Provider's sub-vendors or its employees, officers or agents. Service Provider shall also be responsible for taking all the required insurances connected with the Scope of the Supplies.

**22. Assignment & Sub-letting:**

No part of this Work Order nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Service Provider directly or indirectly to any person, firm or corporation whatsoever without the consent of "The Company" in writing.

**23. GST Compliances:**

- i. Service Provider shall raise the Tax Invoice/Bill of Supply, as applicable considering the nature of supply, along with prescribed documents for movements of goods in the prescribed forms and manner as per applicable GST Laws. Service Provider shall be responsible for classification of supply to discharge appropriate GST on the supply and would confirm that the GST amount charged in tax invoice is declared in its returns and payment of taxes is also made.
- ii. Where GST is required to be discharged under reverse charge mechanism by the recipient, then same shall be mentioned on Tax Invoice by the Service Provider. In case of any advance payment, Service Provider shall raise the necessary document and ensure the compliances as required under GST laws.
- iii. Where ever applicable, "The Company" shall deduct Tax at Source under the GST Laws at the rates prescribed from time to time.
- iv. Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN.
- v. In case there is any mismatch between the details so uploaded in GSTN by Service Provider and details available with "The Company", then payments to Service Provider to the extent of GST relating to the invoices/s under mismatch will be retained from due payments till such time the accurate details are finally reflected in the GSTN in terms of GST laws and that the credit of GST so taken by "The Company" is not required to be reversed at a later date along with applicable interest.
- vi. Any loss of input tax credit to "The Company" for the fault of Service Provider shall be recovered by "The Company" by way of adjustment in the consideration payable or otherwise.
- vii. "The Company" has the right to take action to recover monetary/financial/economic loss including interest and/or penalty suffered by it due to any non-compliance of applicable GST laws e.g. incorrect declaration, charging of wrong GST rate, failure/delay in Deposit, failure/delay in upload of transaction, confiscation of goods by Govt. due to improper documents during movement etc. by the Service Provider.
- viii. Supplementary invoices/debit note/credit note for price revisions or otherwise to enable "The Company" to claim tax benefit on the same shall be issued by the Service Provider for a particular year before September of the succeeding financial year.
- ix. Any reduction in the agreed contract/purchase price resulting from introduction of any new law, towards change in applicable tax rate, including eligible credits, in respect of goods and services to be supplied under the Work Order/Contract, then the Service Providers agree to pass on the benefit to "The Company" by way of commensurate reduction to the contract/purchase price to reflect the financial impact of such "Change in law".

- x. Work Order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

**24. Termination and Suspension:**

**A) Termination**

- (i) "The Company" may at any time on breach of this Work Order by the Service Provider, give the Service Provider a written notice of such breach. If the Service Provider does not take measures which are considered appropriate by the "The Company", within a period of 15 (Fifteen) days after issuance of such notice to remedy that breach, then the "The Company" may terminate this Work Order at any time thereafter stating therein the date of termination. In that case, "The Company" shall be entitled to recover payment if any made against this Work Order and exercising the option to claim damages for non-delivery of services and/or non – performance of the contractual terms.
- (ii) "The Company" reserves the right to cancel the whole or part of the ordered quantity at its discretion without assigning any reason whatsoever at any time by giving a notice of not less than 15(Fifteen) days. Service Provider shall stop the performance of the Work Order from the date of termination and hand over all the drawings, documents and equipment including all the rights of work to the "The Company". In such an event, "The Company" shall pay the mutually agreed cost incurred by the Service Provider till the date of termination as final Payment against submission of necessary documents. No consequential damages shall be payable by the "The Company" to the Service Provider in the event of such termination.

**B) Suspension**

- (i) "The Company" may suspend the work in whole or in part at any time by giving Service Provider notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Service Provider shall stop all such work, which the "The Company" has directed to be suspended with immediate effect. The Service Provider shall continue to perform other work in terms of the Work Order, which the "The Company" has not suspended. The Service Provider shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- (ii) During suspension, the Service Provider shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labor caused by such suspension.

**25. Representations and Warranties:** Service Provider hereby represents, warrants and covenants that:

- a) It has necessary power and authority to enter into this Work Order and to perform the obligations contemplated hereunder and to abide by the duties and obligations to be complied hereunder. and the Work Order is executed by a duly authorized representative.
- b) It has the necessary and complete infrastructure to duly perform the obligations contemplated under this Work Order and abide by the duties and obligations hereunder to the reasonable satisfaction of "the Company"
- c) It has obtained and remained as valid necessary registrations including registration, permissions all authorizations and/or licenses required in law for the purpose of providing the supplies contemplated hereunder and that it complies with the requirements of all relevant legislation during the subsistence of this Work Order. A copy of the relevant documents in support thereof should be produced as and when demanded by the "the Company".
- d) It shall not perform its services in violation of any conditions and warranties prescribed by manufacturer under this Work Order.
- e) It will perform the obligations contemplated in this Work Order in a prudent and professional manner with reasonable care and competence. It shall duly render the services and perform the obligations under this Work Order.



- f) It will maintain all registers and records, as may be required by the various legislations applicable to the services to be provided pursuant to this Work Order.
- g) It has the sufficient technical skill, expertise, infrastructure, systems and qualified personnel and resources to undertake and execute the supplies under this Work Order; and
- h) It will provide the services in good faith with due care, skill and diligence, in a professional manner in accordance with accepted standard practice and with the terms of services agreed on between the parties as set out in this Work Order;

**26. Risk Purchase**

In case, Services are not rendered within the stipulated schedule or are not according to the specification required by the "The Company" or not found satisfactory owing to any reason, "The Company" notwithstanding Liquidated damage clause, reserve the right to invoke this clause and

- a) is entitled to procure the same from the MARKET on its own and adjust the costs and expenses of such procurement from the deposit made by the Service Provider and/or the "The Company" is entitled to recover the balance from the Service Provider.
- b) Engage any other agency, parallel to the Service Provider, to complete part of the balance work at the risk and cost of the Service Provider and recover the cost/expenditure that would be incurred extra by the "The Company" from the Service Provider; or
- c) Cancel the Work order and get the balance work done from any other agency at the risk and cost of Service Provider and recover the cost/expenditure that would be incurred extra by the "The Company" from Service Provider.
- d) All above stated in (a), (b) and (c) options are available to the "The Company" without prejudice to the "The Company's" right to take action or/and proceed against the Service Provider. in accordance with General or/and specific laws applicable.

**27. Amendment-** No amendments or modifications of this Work order shall be valid or binding upon the parties hereto unless in writing.

**28. Independent Service provider:**

That this Work Order is on "Principal to Principal basis" and it shall not create any employer/ employee relationship nor shall this Work Order be deemed to create any partnership, joint venture between "The Company" and "Service Provider".

Further, that all employees/personnel, executives engaged by "Service Provider" shall be in sole employment of "Service Provider" and "Service Provider" shall be solely responsible for payment of their salaries/ wages statutory payments etc.

Under no circumstances shall "The Company" shall be liable for any payment or claim or compensation of any nature to the employees and personnel of "Service Provider"

**29. Force Majeure:**

**29.1.** If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, war, insurrection, embargo, blockade, explosion, earthquake, floods, epidemics/pandemic, provided however, such events are beyond the control of affected party.

**29.2.** Notice in writing, of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence of Force Majeure. Both parties shall mutually decide the revised time frame for execution of the contract. Neither of the Parties to the Work order shall claim compensation for the loss thus incurred.

**29.3.** If Force Majeure event continue beyond the period of 6 months the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Work order.

**30. Dispute Resolution**





- a) The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Work Order amicably.
- b) In the event, the Parties fail to resolve any dispute amicably, the same shall be referred to Arbitration provided the claim amount is more than 2 crores. The said proceeding shall be governed by the Arbitration and Conciliation Act 1996 or any amendment thereof.
- c) The place of arbitration shall be Kolkata, West Bengal, India and the language of the arbitration shall be English.
- d) The Parties hereto agree that the Service Provider shall be obliged to carry out its obligations under the Work Order even in the event of a dispute is referred to Arbitration. It is further clarified that the "The Company" shall be entitled to retain any sum or portion of basic Work Order Price, which has become due and payable, for any unfinished supplies/works or any subject matter under arbitration
31. The Parties hereto agree that the Service Provider shall be obliged to carry out its obligations under the Work order even in the event of a dispute. It is further clarified that the "The Company" shall be entitled to retain any sum or portion of Basic Work Order Price, which has become due and payable, for any unfinished supplies/works or any subject matter under dispute
32. **Governing Law and Jurisdiction:** This Work Order shall be construed in accordance with and governed by the laws of India and in the event of any litigation the Courts at Kolkata shall have exclusive jurisdiction to adjudicate any dispute arising between the parties of this Work Order.
33. **General Lien**  
Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, "The Company" shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, "The Company" shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, "The Company" shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization of adjudication of any such claim
34. **Severability:**  
If any provision of this Work order is found to be unlawful and inconsistent with the applicable laws, then such provision shall be deemed to be severed from this Work order and replaced by the applicable legal provision and every other provision of this Work order shall remain in full force and effect.
35. **Entire Agreement:**  
This instrument contains the entire agreement between the Parties and is merged herein with all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party and this Work order supersedes and is in lieu of all prior or contemporaneous agreements or arrangements between the Parties with respect to the subject matter hereo
36. **Waiver and Failure to Assert Right -** The Parties may at any time waive any of the provisions of this Work Order, but any such waivers shall be reduced to writing and duly executed and delivered by authorized representatives of the Parties hereto. The failure of either Party to enforce at any time any of the provisions of this Work Order shall not constitute or be construed



to be a waiver of such provisions or of the right of such Party thereafter to enforce any such provisions.

37. **Notice-** Any contractual notice, report, certificate or other communication to be given to Parties under this Work Order shall be in writing and shall be sent by registered post or courier with acknowledgement or mailed by first-class mail to the parties at their respective addresses mentioned herein or such other address as Parties shall nominate in writing for that purpose and shall be effective upon receipt.
38. **Language:** All documents, instructions, operation and maintenance manuals, communications shall be in English language.

**End of Document**



# Visiontek Consultancy Services Pvt. Ltd.

(Committed For Better Environment)

Certified for: ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 (OH&S), ISO/IEC 17025:2005

Accredited by: NABET-A Grade, MOEF & CC/CPCB & SPCB-A Grade

- Infrastructure Engineering
- Water Resource Management
- Environmental & Social Study

- Surface & Sub-Surface Investigation
- Quality Control & Project Management
- Renewable Energy

- Agricultural Development
- Information Technology
- Public Health Engineering

- Mine Planning & Design
- Mineral/Sub-Soil Exploration
- Waste Management Services

Laboratory Services  
Environment Lab  
Food Lab  
Material Lab  
Soil Lab  
Mineral Lab  
&  
Microbiology Lab

Ref:- VCSPL/ FDP/ 816/08/2023

Date:- 11-08-2023

To,

The Subhadra Coal Mining Limited

Angul

**Sub: - Compliance of EDS raised by MoEF & CC, Govt. of India, dated 27.02.2023 & PCCF Forest Diversion & Nodal Officer FC Act, dated 07.07.2023**

**Ref: - Your work order No. WO/CPC/SCML/22-23/11, dated 15<sup>th</sup> November 2022)**

**(Work order for consultancy services for Forest Diversion Proposal for Subhadra Open Cast Coal Project of MCL, Angul, Odisha)**

Sir,

As per the above work order, the scope of work of M/s Visiontek Consultancy Services Private Limited is to prepare all FDP related documents, compliance of EDS raised by different levels, preparation of all schemes / Plans required by the authority to obtain Stage-I Clearance.

To honour your work order VCSPL has completed all related FDP documents and submitted the same to Divisional Forest Officer, Angul Forest Division and processed to MoEF & CC, Govt. of India through RCCF, PCCF, Nodal and State Govt. (FE & CC Dept.) Govt. of Odisha.

After scrutiny of FDP documents by MoEF & CC, Govt. of India, 10 points EDS has been raised by MoEF & CC, Govt. of India, dated on 27.02.2023. All the EDS points has been complied and submitted to PCCF, Forest Diversion & Nodal Officer FC Act by RCCF Angul on 03.07.2023. After scrutiny of compliances report submitted by RCCF, Angul, PCCF Forest Diversion & Nodal Officer FC Act raised some EDS on 07.07.2023 and instructed to comply the shortcomings pointed out by him.

In response to the letter PCCF, Nodal there was a discussion with DFO, Angul in the presence of General Manager, Subhadra Area, MCL, Sri Sanjeev Tripathy, Subhadra Coal Mining Limited regarding preparation of SMS Plan. DFO, Angul suggested to carryout SMC Treatment Plan equivalent the mining lease area in Degraded Forest Land to be identified in the Catchment or Command Area of the Singada Jhor. To identify the required Degraded Forest Land over an area of 1112.00 Ha the following action is being taken by VCSPL, which given below,

- i. Now we are preparing Catchment Map of the above Singada Jhor / Brahamani River to identify which Forest Blocks are coming within the Catchment area or Command Area
- ii. After Identification the Forest Blocks, we will contact the concerned Divisional Forest Officer for allotment of such Degraded Forest Land. **Time line is – 3 Months.**

- iii. As per Guideline File No. FC-11/43/2021-FC, dated 7<sup>th</sup> June 2022 by MoEF & CC, Govt. of India, the aforesaid SMC Treatment Plan should be prepared by the Premier / Reputed Institutes, so, it will take more time to prepare the "Detailed SMC Treatment Plan". **Time line is 4 to 6 Months.**



Hence you are requested please give a above time to us to prepare the detailed SMC Treatment plan in the identified Degraded Forest Land.

Thanking You.

Yours Faithfully,



For Visiontek Consultancy Services Private Limited


 <b>MCL</b>	<p><b>Office of the General Manager (Subhadra Area)</b>          NEAR BIJU MAIDAN          Po/Dist: Angul – 759122 (Odisha)          Website : <a href="http://www.mcl.gov.in">www.mcl.gov.in</a>          mail Id: <a href="mailto:gmsubhadraarea@gmail.com">gmsubhadraarea@gmail.com</a>  <a href="mailto:gm-subhadra.mcl@coalindia.in">gm-subhadra.mcl@coalindia.in</a></p>	 <p>G20 भारत 2023 INDIA</p>
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UNDERTAKING


UNDERTAKING FOR SUBMISSION OF STEARM CONSERVATION, SOIL MOISTURE CONSERVATION PLAN (SMC) AND OTHER MEASURES FOR DIVERSION OF 125.24 HA. OF FOREST LAND FOR SUBHADRA OCP, MCL

I do, hereby undertake to submit the Stream Conservation, Soil Moisture Conservation plan (SMC) and other measures to prevent adverse impact of mining on water bodies duly approved by RCCF, Angul after Stage-I Forestry Clearance.

COUNTER SIGNED

  
17/08/2023

General Manager/ Authorized Signatory  
Subhadra Area

  
Divisional Forest Officer  
Angul, Division

एमसीएल, सुभद्रा क्षेत्र  
General Manager  
MCL, Subhadra Area