

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

**TENDER DOCUMENT FOR ENGAGEMENT OF
05 NOS. SCHOOL BUSES AT OMDC MINES.**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)
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CHAPTER – I

OPEN TENDER NOTICE

Open Tender Notice No.: OMD/06/2016-17

Dated : 14-12-2016

Sealed Tenders are invited from interested & experienced agencies to provide 04 nos. School Buses on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	
2.	Name of the Work	To provide 05 nos. of School buses on hire basis at OMDC Mines, near Barbil, Keonjhar (Odisha).
3.	Cost of Bid Document	Rs1,050 (Rupees One thousand fifty only)
4.	Earnest Money Deposit	Rs. 2,75,000/- (Rupees Two lakh seventy five thousand only)
5.	Availability of Tender Documents	Office of the Manager (Finance) I/C, OMDC, Thakurani & from www.birdgroup.co.in , & CPP portals.
6.	Date of Issue of Bid Documents	14/12/2016
7.	Date of Submission of Bid Documents	28/12/2016 up to 3.30 p.m.
8.	Date of Opening of Technical Bid	28/12/2016 at 4.00 p.m.
9.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
10.	Period of Contract	3 years from issuance of LOI/Work Order/Agreement, this may be extended for further 1 years if the performance of the agency during the contract period is found satisfactory.
11.	Validity Period of Bid	90 (Ninety) calendar days w.e.f. date of opening of the techno-commercial bid.

The Tender documents can be obtained from office of the **Manager (Finance) I/c, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment Rs.1,050/- (Rupees One thousand and fifty only) in cash or in form of Demand Draft drawn on any Nationalized Bank in favor of 'The Orissa Minerals Development Company Limited' and payable at Barbil.

Alternatively, the tender documents can also be downloaded from Company's website www.birdgroup.co.in, and in such a case; the cost of tender document in shape of demand draft in favor of OMDC should be submitted at the time of submission of the technical bid. All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice.

Sd/-
BUSINESS HEAD

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
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CHAPTER– II

1. Scope of Work.

Providing 04 nos. of school buses on hire basis. The buses shall be engaged at Thakurani and Roida mines for different school duty, Station duty, and market duty may be engaged as per requirement of OMDC. The buses will be stationed at office premises during duty hours.

The details regarding number and type and duty hours of each bus are as below:

Sl. No.	Type of Bus (Indicative)	Number of Bus(es)	Duty hours per day	Reporting time	Area of Engagement
1	52 seated	02	12	5.30 AM to 5.30 P.M. Or as per the School timing	Thakurani
2	52 seated	01	12	6 AM to 10 PM	Roida
3	32 seated	01	16		Roida
4	32 seated	01	16		Thakurani

Note:

- **The buses may be required beyond assigned engagement hours for which the contractor will be paid on hourly pro-rata basis based on the contracted rate of bus(es) per day. It will be responsibility of the contractor to ensure availability of the bus with competent driver beyond assigned working hours on normal working days.**

2. Contract Period: The contract shall be for a period of **3 (Three) years**. However, OMDC reserves the right to extend the contract for another period of 01 year, if the performance of the agency during the contract period is found satisfactory.

3. Date of Commencement: or to be mentioned in the Letter of Intent/Agreement.

4. Eligibility Criteria –

The Tenderer shall have to submit the following documents.

- I. Proof of ownership of at least one bus in the name of tenderer and registration should on or after **01.03.2011**
- II. Valid fitness certificate, commercial registration, insurance certificate, up-dated tax token in respect of the buses offered for hire at least 02 nos.
- III. Experience of minimum two years of providing bus to reputed company/ organization or two years experience of operating buses for carrying passenger during last five years ending 31.03.2016. For the above the tenderer should submit the documentary prove in form of certificate issued by the employer or route permit issued by the competent authority.
- IV. Average financial annual turnover of at least **Rs 30,000,00/-** during the last 3 (three) years i.e. 2013-14, 2014-15, 2015-16 Copy of Balance Sheet, Profit & loss A/c or Income tax Return may be submitted.
- V. The tenderer should submit an undertaking that agreement will be submitted for engagement of other buses (if not owned) from the owner(s) to give their buses on hire basis to the bidder for entire period of contract.
- VI. Proof of payment made to OMDC towards Cost of Tender Document of Rs.1,050/-.
- VII. Earnest Money Deposit (EMD) of Rs. 2,75,000/- in shape of Demand Draft drawn on any nationalized bank favoring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).

SIGNATURE OF THE TENDERER WITH SEAL

- VIII. Declaration to the effect that the tenderer has carefully read all the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender as per Annexure-I.
- IX. Undertaking to the effect that the tenderer is not an employee of OMDC and he is not a close/distant relative of the employees of OMDC as per Annexure – II.
- X. Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per Annexure-III.
- XI. Document relating to Status of the tenderer in form of the following –
- Memorandum & Article of association in case of a Limited Company,
 - Registered Partnership Deed in case of partnership firm &
 - An affidavit in case of a Proprietorship firm.
- XII. Copy of PAN card & Service Tax Registration Certificate.
- XIII. The tender document shall have to be signed by the tenderer in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.
- XIV. Start-up MSMEs are exempted from turnover criteria.
- XV. Start-up MSMEs are exempted from Experience Certificate.

Note: Submission of any forge document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

5. Evaluation clause:

The tenderer are advised to quote their rate in the price bid given in (Annexure –IV) of this tender document. Price Bids of the Tenderer, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the tenderer/authorized representatives on a suitable date and time, which will be intimated to the technically eligible tenderer in due course. The L-I Tenderer who will evaluate on the basis of the lowest quoted total value in the price bid subject to the fulfillment of all other terms and conditions of the tender.

Tenderer not submitted EMD and cost of tender shall be considered as invalid and will be rejected.

Tenders not received in prescribed form will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

6. Maintenance of Records/Log-Books:

- i. Maintenance of Records/Log-Books: The successful Agency will maintain the records of the works performed by each buses through a log-book with date, time, HSD taken, running k.m. and user sign which shall be made available with the drivers of each buses. These log-books are to be monitored and signed by the concerned/nominated officer. Further, these log-books shall also be inspected and signed by the Head of Personnel Department or by the officer designated by Head of the Personnel department.

7. The agency should carryout maintenance/ preventive maintenance at their own cost. Further, during such maintenance, agency needs to provide alternative arrangement of similar nature buses without any additional cost.

8. The statutory obligation (as per the Labour Law) of the staffs engaged for the operation of the buses shall be the agencies liability.

9. Consumable like tyres, tubes, driver's salary etc. shall be the agency's liability.

10. OMDC will provided required HSD to the buses engaged in the following manner.

- i) 52 Seated bus -1 ltr HSD for 3 km. running,
- ii) 32 seated 1ltr HSD for 05km running.

In addition to this, Lubricant @1ltr. For 500km. will be issued to the buses.

11. Repairs, Maintenance, Taxes, Insurance, Permit Fees, Fitness & Pollution certificate etc. shall also be the agency's liability.

12. The drivers to be engaged in the above buses should competent and possess required valid Driving License.

13. The successful tenderer will be submitted the agreement, copies of engagement of other buses (if not owned) from owner(s) to give their buses on hire basis to the tenderer for entire period of contract before receiving the LOI/ work order. The registration of 04 nos. of buses should on or after 01.03.2011.

SIGNATURE OF THE TENDERER WITH SEAL

14. Earnest Money Deposit: The Tenderer is required to deposit an amount of Rs. 2,75,000/- as Earnest Money Deposit (EMD) in form of Demand Draft in favour of OMDC payable at Barbil, failing which the Tender shall not be considered. There is no interest will be paid on EMD. NSIC Certificate holders shall be exempted from paying EMD.

Earnest Money shall be refunded to the unsuccessful tenderer immediate after final evaluation of the tender.

The EMD of successful tenderer will be converted to security deposit and refunded after satisfactory completion of the period of contract.

15. Security Deposit: Recovery of Security deposit @ 5% of the monthly running bill of successful tenderer.

The security deposit shall be refunded to the Agency within 60 days from the date of completion/termination of contract on production of certificate from Head of Personnel Department that the Agency has satisfactorily performed his obligation, whatsoever under this contract.

16. Payment Terms: Payment shall be made through RTGS on the basis of rates quoted on per month basis. The agency needs to submit the details of Bank A/c, Branch, IFSC code, etc for enabling OMDC to release the payment though RTGS.

Further, the agency has to submit the monthly bill in triplicate duly certified by the concerned department / Controlling officer along with the log-book. The log-book shall also contain the initials of the concerned user and/or officer.

Then the bills will be verified by Head of Personnel Department at Mines and after necessary verification & certification, he shall forward the same to Finance Department for consideration of payment after approval of Business Head.

17. Schedule of Payment : Within 30 days from the date of submission of bill.

18. Tax Deduction: Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

19. Penalty:

- i. The company shall be at liberty to deduct an appropriate amount from Security deposit towards default as per this contract. In case of termination of the contract by the agency, the company shall have right to forfeit the Security Deposit and /or EMD.
- ii. If the contract work is found unsatisfactory, the company reserve the right to get the work done from the market at the cost of the agency. The amount spent shall be recovered from the agency's bill, Security Deposit retained by the company.
- iii. If the agency fails to provide any buses on any day, penalty at double the accepted hiring rate calculated on pro-rata hourly basis shall be recovered from the contractor's bill.

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THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
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P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha)
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CHAPTER – III
GENERAL CONDITIONS

1. Definition:

- a) Tenderer / Bidder: Tendered/Bidder means a person, society, firm or company willing to participate by accepting terms and conditions given in the Tender document.
- b) Tender: Tender means the work to be perform according to the Tender documents (both technical and commercial) submitted by the Tenderer for consideration of OMDC.
- c) Name of the Tender: Name of the Tender means the work to be performed by the Tenderer.
- d) Techno-commercial Bid: Techno-commercial Bid means documents regarding eligibility condition as stipulated in the Tender documents for qualifying the bidder for consideration of the Price Bid.
- e) Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- f) Contractor: Contractor means the person or society, firm, company whose Tender has been accepted by the OMDC.
- g) OMDC: OMDC means “The Orissa Minerals Development Company Limited”. A company incorporated in India and having its registered office at “Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091”.
- h) Employer: Employer means OMDC.
- i) Competent Authority: Competent Authority means MD or any designated officer by the MD.
- j) Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value added Tax, Entry Tax, and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.
2. The buses to be engaged by the Agency should be in good running condition and the buses to be engaged duly registered and fully insured against third party and must have fitness certificate, road permit, tax token etc. issued by R.T.O. of Odisha as required for School Bus.
The agency shall provide with qualified & competent drivers to the satisfaction of the company.
The buses will be stationed at office premises for plying to different places as per requirement.
3. The agency has to pay minimum wages to its workman engaged under him as per the minimum wages act 1948 as notified by central government time to time and the agency has to comply provisions of P.F act.
4. The tenderer may visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. OMDC is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
5. The Earnest Money Deposit (EMD) of the successful Tenderer shall be forfeited if the L-I fails to take up the job within 10 days from date of issue of LOI (Letter of Intent).
6. The rates in the Tender shall cover all statutory dues /taxes /levies, as applicable on date of opening of the Tender, excluding Service Tax.

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All persons include by the contractor for the period of the contract shall be deemed to under his direct employment. And the role of master and servant will be applied as between the contractor and his employees. The contractor will directly be responsible for statutory obligation of any or all kind passed from time to time under the law.

7. Any request from the tenderer in respect of additions, alternations, modifications, corrections etc. in either terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. If the Agency withdraws his Tender after opening of the Tender, but before the expiry of the validity period of the Tender, the Earnest Money shall be forfeited.
8. The agency shall be liable for all compensation that may arise for any accident, death, injury etc caused by or during the operation of the job.
9. By submitting a Tender for the work the Agency will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
10. **Tender Submission :** The tenderer shall submit the Tender in 2 (two) parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft in favour of OMDC, payable at SBI, Barbil and the same is to be put in separate envelope duly sealed and super scribed with the word "Earnest Money Deposit & Cost of Tender Document".

All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, Date of Opening of Technical Bid and addressed to Business Head, The OMDC Ltd., At/P.O.- Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.

Tenders will be received up to 3.30 P.M. on..... and will be opened on the same day at 4.00 P.M. in the presence of tenderers or their authorized representatives.

The tenderer will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/Mail.

Tenderer should also indicate their Bank A/c details for making payments through RTGS/NEFT.

OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

11. **Tender Opening Date & Time:**
12. **Period of Validity:** The Price quoted by the tenderer shall remain valid for a minimum period of 90 days from the date of opening of the tender.
13. Acceptance of Tender will be intimated to the successful Agency by a Letter of Acceptance (LOA) to be followed by the Agreement.
14. Work order may be placed by OMDC on one party or more parties on basis of L-1 rate. The Agency may be required to explain / justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalised from the present Tender.

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15. The work shall have to be executed as per the programme and instructions of Business Head/Concerned officer-in-charge deputed by Business Head.
16. The successful Agency shall at his own cost provide housing accommodation to his employees/drivers. If any accommodation is made available to the agency by OMDC, then necessary rent as per existing policy will be recovered from the monthly bills. However, it will not be obligatory on the part of the company to provide accommodation to the agency's staffs/workers/drivers.
17. **Default :** The performance of Agency will be considered unsatisfactory if: -
- The Agency does not attend the work as per contract.
 - The Agency does not carry out the instruction of the concerned officer.
 - The Agency is found consistently irregular in reporting to concern authorities.
 - The Agency incurs loss to the company in any of the activities.
 - The Agency does not maintained discipline at the work.
18. **Modification of Contract:** The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful tenderer(s).
19. **Exit Clause:** Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 90 (ninety) days. However, they will continue to be liable for the work done during the contract period. In case of non-observance of any statutory law/guideline, if the company is held responsible by any authority; the agency will indemnify the company, which may forfeit the Security Deposit/Earnest Money Deposit, if the liabilities are not met by the Agency.
20. **Force Majeure Clause:-**
- The contractor shall have no claim whatsoever against the company for any loss/ damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, lock-out, earth quake, firm, storm, flood, explosion, any change in the nature of Act of God. Government requisition, Govt. order or statutory action or any cause of whatever nature of description beyond the control of the company.
 - The contractor shall resume the work as soon as practicable after such eventuality has caused to exit of which the company shall be sole judge.
 - If the performance in whole or part of any term/ obligation under the contract is prevented or delayed by any such eventually for a period excluding seven days above escalation of above events the contract may be terminated at the discretion of the company.
21. **Arbitration:** Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Sourav Abasan, 2nd Floor, AG – 104, Sector – II, Salt Lake City, Kolkata – 700091 and his decision in the matter will be final and binding on the Agency and company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.
- Note: The Court of Keonjhar & High Court, Cuttack will have the jurisdiction to address any unsettled dispute.**
22. **Integrity Pact:** The tenderer are required to fill the integrity pact format and submit along with the bid documents.
- The successful tenderer has to sign and submit the "Integrity pact" a provided in Annexure-V along with the Tecno-commercial bid. Non- signing of the integrity pact will lead to the cancelation of the contract at the cost of the contractor and the company will forfeit the EMD.**
23. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different tenderers without assigning any reason thereof.
24. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the agency without any claim of loss by the Agency.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-I**DECLARATION BY THE TENDERER**

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via : Barbil – 758 035
Dist. Keonjhar (Odisha)

Tender Notice No.:**Dated :**

**Sub: TENDER FOR ENGAGEMENT OF 04 NOS. OF SCHOOL BUSES
ON HIRE BASIS FOR USE AT OMDC .**

In response to the tender invited by you I/we examined the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Encl: List of documents.

- i) Part-I Techno Commercial Bid
- ii) Part-II Price Bid.

Annexure-II**UNDERTAKING**

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via : Barbil – 758 035
Dist. Keonjhar (Odisha)

Tender Notice No.:

Dated :

**Sub: TENDER FOR OF DEPLOYMENT 04 NOS.SCHOOL BUSES
ON HIRE BASIS FOR USE AT OMDC MINES.**

In response to the tender invited by you I/we examined the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/We also undertake that I/We have not been an employee of OMDC and I/We have not close/distant relative of the employees of OMDC.

I/we enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Encl: List of documents.

- i) Part-I Techno Commercial Bid
- ii) Part-II Price Bid.

Annexure-III**UNDERTAKING**

To
The Business Head;
The Orissa Minerals Development Company Limited,
Thakurani, Barbil,
Keonjhar(Odisha)

Tender Notice No.:

Dated :

**Sub: TENDER FOR DEPLOYMENT OF 04 NOS. SCHOOL BUSES
ON HIRE BASIS FOR USE AT OMDC MINES.**

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

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Annexure-IV

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (A Govt. of India Enterprise) P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha) Telephone No. : 06767-275530, 275218, 276131 Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

PRICE BID

Tender No.:

Dated :

Sl. No.	Type of Bus to be engaged	Duty Hours	Rates Per month per Bus. (A) (In Rs.)	No. of required Bus (B)	Rate of vehicles per month (C) C= A * B (In Rs.)
1	52 Seated	12		3	
2	32 Seated	16		2	
Total (Excluding Service Tax)					

(Amount in Words) Rupees.....) per month.

N.B:

- 1) The L-1 offer will be evaluated on the basis of the above quoted Total Amount mentioned at per month only. In case of discrepancy between the amount in figure & word the amount mentioned in word will prevail.
- 2) Service Tax shall be paid to the successful tenderer as applicable.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-V**INTEGRITY PACT**

THIS AGREEMENT is entered into between the following Parties:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) hereinafter referred to as "The Principal".

AND

M/s..... hereinafter referred to as "The Tenderer/Contractor"

PREAMBLE

The Principal intends to award a contract, following its laid down organizational procedures, for carrying out the work of at a value of Rs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the principal co-operates with the renowned international Non Governmental Organisation, "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

IT IS AGREED AS FOLLOWS:

1 . Definitions:

- a) "Principal" means THE ORISSA MINERALS DEVELOPMENT CO. LTD OMDC) incorporated under the Companies Act, 1956, having their registered Office at AG 104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata-700091 and includes their successors.
- b) "Tenderer/ Bidder" means the person, firm or company submitting a tender/bid against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.
- c) "Contractor" means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.
- d) "Independent External Monitor" means a person, hereinafter referred to as IEM, appointed, in accordance with Clause 8.a below, to verify compliance with this agreement.
- e) "Party" means a signatory to this agreement.
- f) "Contract" means the contract entered into between the Principal and Tenderers/ Contractors.

2.Commitments of the Parties:

Commitments of the Principal: The Principal commits itself to take all measures

necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles:

- a) No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.

c) The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

e) If the Principal obtains information of conduct of a bidder, contractor or sub contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

Commitments of the Tenderer/ Contractor: The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

f) The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.

g) The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or no submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.

h) The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

i) The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

j) The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

k) The Tenderer/Contractor will not instigate third persons to commit offences outlines above or be an accessory to such offences.

3. Obligation to Ensure Compliance:

a) Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

4. Equal treatment of all Bidders/Contractors/Sub-Contractors:

I. The bidder/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors

II. The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

5. Disqualification from tender process and exclusion from future contracts:

a. If the Tenderer, before Contract award, has committed a transgression through a violation the terms under Clause 2.b or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.

b) If the Tenderer/Contractor has committed a transgression through a violation of any of the terms under clause 2.b or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

c) If the tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

d) A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

6. Compensation for Damages:

- a) If the principal has disqualified the Tenderer from the tender process prior to the award according to clause 5 above, the Earnest Money Deposit (EMD) furnished, if any along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the tenderer as may be imposed by the Principal as brought out at Clause 5 above.
- b) If the principal has terminated the Contract according to Clause 5 above, or if the Principal is entitled to terminate the Contract according to Clause 5 above, the EMD/Security Deposit furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the tenderer, as may be imposed by the Principal, as brought out at Clause 5 above.

7. Previous Transgression:

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

8. Independent External Monitor (IEM)

a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).

b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.

c) The parties will, after submission of a tender:

Allow the IEM unrestricted access to all books, records and staff relevant to such tender

1. ensure that the IEM has unrestricted access to the relevant books, records and
2. staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

d) The parties will, after the award of any Contract to them, and for the duration of the Contract.

1. allow the IEM unrestricted access to all books, records and staff relevant to the contract;
2. ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.

e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:

The report will provide details of: He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of:

- i. all suspected or actual breaches of the provisions of this Agreement
- ii. actions taken by the IEM and the parties in relation to such breaches Tender Document (OMDC) Seal and Signature of the Tenderer
- iii. any reports made by the IEM to criminal authorities, professional

associations or other bodies.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.

If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.

f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-

compliance.

The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.

Free and/or any other incidentals including travelling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.

The IEM can only be removed from his appointment, if:

1. all of the Parties agree in writing to remove him, or
2. he resigns; or
3. he is removed from his Office by order of a Court having appropriate jurisdiction.

If the IEM is removed from his appointment, the Principal will appoint another IEM as per Clause 8.a above for the remaining duration of this agreement.

9. Breaches of this Agreement:

In the event that any party believes that there is Prima Facie evidence that there

has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:

It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.

If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.

In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against

the defaulting Party, and exercise any other rights they may have against the defaulting party.

The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

10. Duration of Agreement:

This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties. This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderers 6 (six) months after the award of the Contract.

11. Other provisions:

- a) The Principal will disqualify from the tender process Tenderer/Tenderers who does/do not sign this pact or violate its provisions.
- b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Kolkata.
- c) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- d) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

e) Address along with other relevant details of the Chief Executives of the parties are as given under:

1. Principal

Managing Director,
THE ORISSA MINERALS DEVELOPMENT CO. LTD. AG-104, Sourav Abasan, Sector-II, Salt Lake City,
Kolkata-700091 (India).
Tel: (033) 4016-9201 Fax: (033) 4016-9204

2. <Details of Tenderer are to be filled in by Tenderer concerned >

f) Should one or several provisions of this Agreement turn out to be invalid, the remainder
Of this agreement remains valid. In this case the parties will strive to come to an agreement

g) If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium
members.

(Signature)

For the Principal

(signature)

For the Tenderer/ Contractor