

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

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,  
KOLKATA-700091

MINES OFFICE: P.O. THAKURANI, VIA- BARBIL, DIST- KEONJHAR,  
ODISHA- 758 035

**Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016**

**TENDER DOCUMENT**

**FOR**

**OPEN SALE OF SCRAP MATERIAL FROM OMDC MINES, THAKURANI IN  
THE DISTRICT OF KEONJAHAR, ODISHA.**

Name of the Tenderer: \_\_\_\_\_

Address of the Tenderer: \_\_\_\_\_

\_\_\_\_\_

Money Receipt No.....

Dated.....

Signature & Seal of the Issuing Officer

Signature of the Purchaser

**[(Price of the Tender Document Rs. 525/- (Rupees Five Hundred Twenty  
five inclusive OVAT)]**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
[A GOVT OF INDIA ENTERPRISE]

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,  
KOLKATA-700091, PHONE: 033-40169200, FAX:033-4016-9267

MINES OFFICE: P.O. THAKURANI, VIA- BARBIL, DIST- KEONJHAR,  
ODISHA- 758 035

**TENDER NOTICE**

Sealed Tenders in prescribed format are invited from interested agencies for purchase of SCRAP material on AS IS WHERE IS BASIS from the earmarked area/stack shown by authorised person of Business Head, OMDC for lifting the material from the mines.

<b>TENDER NOTICE</b>	<b>DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
TENDER NOTICE NO: OMDC/SCRAP/05/2016 Date: 16/05/2016	OPEN SALE CONTRACT OF SCRAP MATERIAL FROM OMDC MINES THAKURANI, IN THE DISTRICT OF KEONJHAR, ODISHA.	08. 06. 2016

Tender documents can be obtained from the office of The Business Head, The OMDC, Thakurani on payment Rs. 525/- (Rupees Five Hundred and Twenty Five only inclusive of VAT @ 5%) in cash. Alternatively, the Tender documents can also be downloaded from Company website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) and in such case, the cost of tender document in form of demand draft drawn on any Nationalized Bank payable at Kolkata should be submitted at the time of submission of the technical bid.

Cost of Tender Document may also be deposited directing to the Bank A/c details mentioned below.

**Details for RTGS Payment:-**

1. A/C. Holder Name:- The Orissa Minerals Development Company Limited
2. A/c. No:- 11334345990
3. A/c. Type: - Current.
4. Bank Name: - State Bank Of India.
5. Branch Name:- Bikash Bhaban (G.O.C), Sector- II, Salt Lake City, Kolkata-700 091
6. IFS Code: - SBIN0007816.

All the terms & conditions shall remain unchanged as stipulated in the Tender Schedule of the aforementioned Tender Notice.

Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

**BUSINESS HEAD  
OMDC, THAKURANI**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**[A GOVT OF INDIA ENTERPRISE]**

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**CHAPTER-I**

**NOTICE INVITING TENDER**

**Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016**

**TENDER SCHEDULE**

Sealed Tenders in prescribed format are invited from interested agencies for purchase of scrap material on "AS IS WHERE IS BASIS" from the earmarked area/stack shown by authorised person of Business Head, OMDC for lifting the material from the mines:-

**MATERIAL DESCRIPTION:-**

**Lot No. 1:- Old Machinery and HEMM**

**EMD Rs. 74,945/-**

<b>Lot No.</b>	<b>Description of the materials</b>	<b>Qty Approx</b>	<b>Location</b>
1	BEML WA 200-1 Loader (T/13) [ Hours Worked-24575, year of purchase-1991, last operation-07.09.05 ]	01 Unit	Lying in Dismantled condition in TK W/Shop
2	HM-2021 Loader (T/17) [ Hours Worked-24582, year of purchase-1996, last operation-01.07.09]	01 Unit	Breakdown since 2009 & lying at TK Workshop
3	JCB-43 0Z Loader (T/19) [ Hours Worked-23412, year of purchase-1996, last operation-10.07.09]	01 Unit	Breakdown since 11-07-2009 & lying at TK w/shop
4	Telco BG-150 Diesel Locomotive-I [ Hours Worked-63375, year of purchase-1969, last operation-17.05.06]	01 Unit	Lying in Loco yard (TK)

5	Telco BG-150 Diesel Locomotive-II [ Hours Worked-64196, year of purchase-1969, last operation-03.11.06]	01 Unit	Lying in Loco yard (TK)
6	Atlas Copco Vt-250 Compressor (VT-I) [ Hours Worked-13386, year of purchase-1987, last operation-28.07.04]	01 Unit	Lying in dismantled Condition at SIP
7	Atlas Copco Vt-250 Compressor (VT-II) [ Hours Worked-12183, year of purchase-1987, last operation-26.06.07]	01 Unit	Lying in dismantled condition at TK w/shop
8	IR-02 Comprssor, Model:-IR/450SCU [ Hours Worked-5781, year of purchase-1992, last operation-19.02.07]	01 Unit	Lying in dismantled Conditionat TK w/shop
9	Hindustan HWD-50 Tractor mounted Compressor (TC-15) [ Hours Worked-12923, year of purchase-1988, last operation-09.04.11]	01 Unit	Lying in dismantled condition at Roida W/Shop
10	Hindustan HWD-50 Tractor mounted Compressor (TC-16) [ Hours Worked-16245, year of purchase-1988, last operation-27.06.07]	01 Unit	Lying in dismantled Conditionat TK w/shop
11	Hindustan HWD-50 Tractor mounted Compressor (TC-17) [ Hours Worked-12533, year of purchase-1988, last operation-01.11.09]	01 Unit	Lying in dismantled condition at Roida W/Shop
12	Hindustan HWD-50 Tractor mounted Compressor (TC-19) [ Hours Worked-8768, year of purchase-1994, last operation-25.10.04]	01 Unit	Lying in dismantled condition at Roida W/Shop
13	Atlas Copco BV-25 (DTh-1) [ Hours Worked-8903, year of purchase-1990, last operation-30.07.08]	01 Unit	Lying in dismantled condition at TK w/shop
14	Explosive Van-Make :- M&M/FJ/470 DS (OR-09-4490) year of purchase-1994, last operation-30.07.09]	01 Unit	Lying in dismantled condition at TK w/shop
15	G-1420L BEML Loader (T-10) Sl No-123 Model-1985 [Hours Worked-26099, year of purchase-1985]	01 Unit	Lying in dismantled condition at TK w/shop
16	WA-200-1 BEML Loader (T-16) Model-1994 [Hours Worked-13210, Unserviceable, year of purchase-1994]	01 Unit	Lying in dismantled condition at TK w/shop
17	Terex-7221 Front End Loader (T-20) Sl No-H-2198 [Hours Worked-10903, year of purchase-1997]	01 Unit	Lying in dismantled condition at TK w/shop

**Lot No. 2:- Old Used and Rejected Component  
EMD Rs. 22,232/-**

Lot No.	Description of the materials	Qty Approx	Location
1	Ashok Leyland ALU-402 Engine [year of	03 Nos	Lying inside TK W/shop

	purchased-2005]		
2	Telco-697 Engine [year of purchased-2005]	05 Nos	Lying inside TK W/shop
3	HM/TT-2221 Transmission	01 No	Lying inside TK W/shop
4	Telco Gear Box (Hours worked-63375, year of purchased-1959, last operation-17.05.2006)	01 No	Lying inside TK W/shop
5	Torque Converter, Voith RS-14Y(year of purchase-1969	03 Nos	Lying inside TK W/shop
6	Old & Unserviceable Track Chain Assy.	01 Set	Lying inside TK W/shop
7	Jack Hammer, CPT make-4 nos, Atlas Make- 3 nos, & SL-4D Make- 4 nos	11 Nos	Lying at stores yard
8	Steering & Hydraulic Pumps	30 Nos	Lying at stores yard
9	ALU-402	03 Nos	Lying at stores yard
10	TELCO Engine	01 Nos	Lying at stores yard
11	Track Shoe Assy	03 Nos	Lying at stores yard
12	Wheel Sprocket Assy of Locomotive	02 Units	Lying at stores yard
13	Old, used & Rejected Jaw Plate size : 30"x15" & 36"x8"	150 Nos apx	Lying at stores yard
14	Ruston Diesel Engine- Make/Model- (Lincoln/England, (last operaton-16.06.2005)	01 No	Lying at Thakurani Workshop
15	Power Saw Machine (last operaton-16.06.2005)	01 No	Lying at Thakurani Workshop

### Lot No. 3:-MS Scrap and Used Tyres

**EMD:- Rs. 61,508/-**

Lot No.	Description of the materials	Qty Approx	Location
1	Old, used & Rejected B.G. Line materials (Steel Sleeper & CST-9 plates)	20 MT apx	Lying at stores yard
2	M.S. Scrap (Old and Rejected Rails, M.S Plates, Angles, Channels, Steel Screen Clothes, C.I Scraps, Crusher Components,	33 MT apx	Lying at stores yard
3	M.S. Scrap (Rails, M.S Plates, Angles, Channels, Steel Screen Clothes, C.I Scraps, Crusher Components, Brake Block etc)	30 MT apx	Lying at stores yard
4	M.S. Scrap	1.5 MT apx	Lying at Sponge Iron Plant
5	Rejected 90R Rail of different size	123 Nos apx	Lying at stores yard
6	Rejected Tongue Rail 90R	08 Nos	Near Loco shed
7	Rejected Tyre 1400x25	19 Nos	Lying at TK workshop
8	Rejected Tyre 1000x20	05 Nos	Lying at TK workshop
9	Rejected Tyre 900x20	28 Nos	Lying at TK workshop
10	Rejected Tyre 6.50x20	01 Nos	Lying at TK workshop
11	Rejected Tyre 7.50x16	3 Nos	Lying at TK workshop
12	Rejected Tyre 13x24	6 Nos	Lying at TK workshop
13	Rejected Tyre 16.9x28	1 No	Lying at TK workshop
14	Rejected Tyre 17.5x25	2 Nos	Lying at TK workshop
15	Rejected Tyre 2.15x75	1 Nos	Lying at TK workshop

16	Sprocket Chain (LOCOMOTIVE)	04 Nos	Lying at TK workshop
17	Ceiling Fan (Unserviceable)	03 Nos	Lying at electrical yard
18	Rejected Armature of Self Starter-12 & 24 Votls	40 Nos	Lying at stores yard

**Lot No. 4:- Misc Scrap and Used Battery**

**EMD:- Rs. 700/-**

<b>Lot No.</b>	<b>Description of the materials</b>	<b>Qty Approx</b>	<b>Location</b>
1	Collecting Plates	24 Nos	Lying at SIP Stores Yard
2	CPU-(Make-PSC/ACER) (Unserviceable)	02 Nos	Laying at Stores Yard
3	Monitor-(Make-PCS-3 Nos, ACER-1 No, Compaq-1 No	05 Nos	Lying at Stores Yard
4	Dot Matrix Printer- (Wipro Fx-1170)	01 No	Lying at Stores Yard
5	UPS 0.5 KVA-(Make: Powermaz-3 Nos, Powerguard-1 no	05 Nos	Lying at Stores Yard
6	UPS 1 KVA (Make- Powerguard)	01 No	Lying at Stores Yard
7	Xerox Machine	01 No	Lying at MIS Dept
8	Rejected Battery (MHD-1300)	2 Nos	Lying at Thakurani Workshop
9	Rejected Battery (MHD-700)	01 No	Lying at Thakurani Workshop
10	Rejected Battery (25 Plates)	2 Nos	Lying at Thakurani Workshop
11	Rejected Battery (15 Plates)	2 Nos	Lying at Thakurani Workshop

**1.0** Interested bidders may obtain further information from the office of the

**BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**THAKURANI, DIST-KEONJHAR, ODISHA**

**Ph.06767-275218/275379**

“Any amendment issued prior to submission of Bids would be put on the OMDC website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid.”

**2.0 BIDDING DOCUMENT**

a) A complete set of bidding documents may be purchased by interested agencies from the office of the **BUSINESS HEAD, THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED,**

**THAKURANI, DIST-KEONJHAR, ODISHA Ph.06767-275218/275379** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost. Bidding Document will be available for sale on all working days from 10.00 Hrs (IST) to 16.30 Hrs (IST) against payment by way of Demand Draft, Pay Order or Banker's Cheque in favour of "**The Orissa Minerals Development Company Ltd.**" payable at par at **Kolkata**. Bidding Documents shall not be sent by Post.

b) The cost of Bidding Document is **Rs. 525/- (Indian Rupees Five Hundred Twenty Five only)**.

c) Entire Bidding documents along with detailed IFB (Invitation for Bid) are available on the OMDC website i.e. [www.birdgroup.gov.in](http://www.birdgroup.gov.in) . The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidder shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website ([www.birdgroup.gov.in](http://www.birdgroup.gov.in)), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of "**The Orissa Minerals Development Company Ltd.**" and payable at par at **Kolkata**.

***In case of downloaded tender, the bidder has also to submit an undertaking on their letter head that no amendment has been made in the tender document downloaded from company's website, at the time of submission of the tender document.***

## **2. A INFORMATION ABOUT PARTIES:**

Full information shall also be given by the tenderer in respect of the following:

a) In case of Individual: Trading License, Sales Tax Registration No., IT and PAN No.

b) **In case of Partnership firms:** 1) the names of all partners and their addresses. 2) The financial status of the firm and its partners. 3) Previous experience of the firm and its partners. 4) Self-attested Copy of Partnership deed 5) Audited Copy of latest Annual audited profit & loss statement. 6)



Self-attested Copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

c) **In case of Companies:** 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies. Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association 2) Nature of business carried out by the Company including Sl. No. of the relevant provisions of its Memorandum relating thereto. 3) Names and particulars, including addresses of all the Directors. 4) Previous experiences of Company and its Directors 5) Relevant credentials with Reference list. 6) A Self-attested copy of latest annual report. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

### 3. PRE BID CONSULTATION:

The bidders are free to join pre bid consultation to be held on 27.05.2016 at 3.30 PM in the office of the Business Head, OMDC, Thakurani for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the Company. Amendments so made will be published on the Company's website upto 07 days before the opening of the bid.

### 3.0 SALIENT FEATURES OF THE BID

<b>A.</b>	BID ENQUIRY NO.	Tender Notice No:- Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016
<b>B.</b>	ITEM DESCRIPTION	OPEN SALE CONTRACT OF SCRAP MATERIAL FROM OMDC MINES NEAR THAKURANI, IN THE DISTRICT OF KEONJHAR, ODISHA. (Materials as per Material description in clause tender schedule of chapter I of the tender document).
<b>C.</b>	COST OF BID DOCUMENT(NON REFUNDABLE,NON TRANSFERABLE AND NOT EXEMPTED)	INR 525 (Five hundred twenty five rupees only) in the form and manner as described in Bidding Documents.
<b>D.</b>	SALE /DOWNLOADING OF BIDDING DOCUMENTS	w.e.f. 18.05.2016 to 08.06.2016

<b>E.</b>	PLACE & TIME OF PRE BID CONSULTATION.	On 27.05.2016 at 3.30 PM in the office of the Business Head, OMDC, Thakurani
<b>F.</b>	DUE DATE & TIME OF SUBMISSION OF BID	08.06.2016 upto 3.30 PM
<b>G.</b>	PLACE OF SUBMISSION OF BID	BUSINESS HEAD, THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, THAKURANI, DIST-KEONJHAR, ODISHA Ph.06767-275218/275379
<b>H.</b>	OPENING OF TENDER	4.00 PM of 08.06.2016
<b>I.</b>	BID SECURITY (EARNEST MONEY DEPOSIT)	The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ "The Orissa Minerals Development Company Limited" at Thakurani. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
<b>J.</b>	VALIDITY OF BID	30 days from the deadline for submission of bid.

**BUSINESS HEAD  
OMDC, THAKURANI**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**[A GOVT OF INDIA ENTERPRISE]**

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,  
KOLKATA-700091,PHONE:033-40169200,FAX:033-4016-9267

MINES OFFICE: P.O. THAKURANI, VIA- BARBIL, DIST- KEONJHAR,  
ODISHA- 758 035

Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016

**CHAPTER-II**

**INTRODUCTION:** The Orissa Minerals Development Company Limited (OMDC), a Government of India Enterprise under Ministry of Steel, is having scrap Material within its leasehold area in Thakurani, district – Keonjhar, Odisha. OMDC intends to sell this product “AS IS WHERE IS BASIS” to the interested agencies.

**1. SCOPE OF WORK:** It includes the following:

- a. The bidder will purchase the scrap material on AS IS WHERE IS BASIS from the earmarked area/stack shown by authorized person of Business Head, OMDC for lifting the material from the mines.
- b. The lifting of materials will be done by mechanical means only.
- c. The materials are to be lifted and transported by road only.
- d. The bidder will make own arrangement for lifting and transporting of materials from specified stock of OMDC mines.
- e. The bidder will abide by the rules/procedures/instructions framed/communicated for lifting & transporting of scrap material by Government, Government departments and OMDC.
- f. The lifting of minerals of permitted lots/ quantity must be completed within the scheduled time and no extension of time will be allowed in normal circumstances.
- g. The materials are to be purchased on advance payment of material value including taxes & duties only.

**2. APPROXIMATE QUANTITY OF SCRAP MATERIAL :** Materials as per Material description in clause tender schedule of chapter I of the tender document

**3. TERMS OF CONTRACT FOR SUPPLY OF SCRAP MATERIAL:**

Scrap Material shall be offered to the H-1 Bidder from the specified location of OMDC. The cost per lot offered by H1 bidder shall be exclusive of loading cost, transportation cost and all taxes. The taxes and levies such as Cess, VAT, Entry Tax etc will be payable by the buyer as per applicable rates from time to time. If the H1 bidder is unable to lift the allotted quantity, OMDC

shall offer the same to H2, H3 bidders and so on, if they accept to match the H1 price.

**Note-** The successful bidder has to arrange loading of materials on its own from the designated area.

#### **4. CONTRACT PERIOD:**

The period for lifting of Scrap Material shall be for 30 DAYS initially from the date of issue of release Order/ Delivery Order. If any goods for which release order/delivery order is issued and could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to OMDC, OMDC may extended the date fixed for removal of the goods for a period as deemed fit. OMDC also reserve the right to sell the surplus available quantity, if any, within the stipulated period or during the extended period to any of the parties who participated in the e-auction at the H1 rate and other applicable terms and conditions. Any decision in this regard shall be the sole discretion of OMDC which cannot be challenged.

#### **5. EARNEST MONEY DEPOSIT(EMD):**

5.1 Tender must be accompanied with a non-interest bearing earnest money as mentioned against each lot.

Lot 1.- Rs. 74,945/-

Lot 2.- Rs. 22,232/-

Lot 3.- Rs. 61,508/-

Lot 4.- Rs. 700/-

**NOTE:** Non submission of EMD will reject the evaluation of the bid.

**5.2** The Earnest Money should be deposited by way of account payee bank draft/ Bankers Cheque on any Nationalized Bank in favour of **“The Orissa Minerals Development Company Limited” payable at Kolkata.**

**5.3** Cheques, Bonds, Guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards EMD. No interest will be paid on EMD.

**5.4** The Central Public Sector Enterprises (CPSEs) under Government of India and NSIC certificate holders are exempted from submission of EMD/Bid Security.

**5.5** Details of EMD i.e. draft number and date should be indicated on the cover of the Envelope otherwise, the tender shall stand rejected and will be returned to the tender. Earnest Money shall be refunded to the unsuccessful bidder after one month of the finalization of the tender but without any interest.

**5.6** The Pre-Bid EMD of successful bidders (SB) will get automatically converted into Security Deposit. The EMD amount may be refunded after successful completion of contract as mentioned in clause 6 Security Deposit.

**6. SECURITY DEPOSIT(SD) :**

**The Pre-Bid EMD of successful bidders (SB) will get automatically converted into Security Deposit.**

**The SD will be released to the Bidder on the following terms and production of certificate from Mines Manager & the Finance Department certifying that:-**

- a) The allocated quantity / lot is successfully lifted by the successful bidder (SB) within the specified time.
- b) No money is payable by the buyer to OMDC.
- c) All statutory dues payable to the State and/or Central Authority have been paid.
- d) All statutory obligations have been complied with.
- e) SD will be released after one month from the date of completion of the contract.

**The SD will be forfeited:**

- a) Each lot will be treated as an independent contract and will be bound by the terms & conditions specified in the catalogue.
- b) For each individual lot, the successful bidder has to lift minimum quantity against each of the concerned lots as specified in the tender document.

The party has to ensure that all the pollution norms/Forest Rules as applicable in the State during loading and transportation are followed. For any violation of pollution norms/Forest Rules by the party OMDC can't be held responsible on any account in this regard.

**7. ELIGIBILITY CRITERIA:**

7.1. The Tenderer shall have to submit an EMD of Lot 1:- Rs. 74,945/- ,Lot 2:- Rs. 22,232/-, Lot 3:- Rs. 61,508/- & Lot 4:- Rs. 700/-and payment of cost of tender document i.e. Rs. 525/- along with Techno-Commercial cum qualifying bid failing which the bid will be liable to be rejected.

7.2 Latest VAT/ Sales Tax Clearance Certificate.

7.3 Clearance certificate from State Pollution control Board Odisha.

7.4 Income Tax return of last 03 years

7.5 An undertaking in company/ firm's letter head is to be submitted stating that, the party has not been debarred / black listed by OMDC or any other PSUs/ Government agencies at any point of time.

7.6 A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per Annexure).

(Note: Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded).

7.7 A certificate should be furnished that the bidder has no litigation with OMDC, as parties /company having any litigation with OMDC are not eligible.

**8 PRICE BID:** Bidders are required to quote rates per lot in a format as specified in the Price Bid. The price bid shall be valid for 30 days.

**NOTE:** Best rate quoted per unit according to the item (Description of material), exclusive of Sales Tax, and other applicable levies. Sales Tax, as applicable at the time of supplies will be extra and payable by the buyers. Any increase/decrease in Sales Tax or imposition of any new duties & taxes by Statutory Authorities would be on the account of buyers and payable by the buyers.

**9 EVALUATION CRITERIA :**

9.1 Tenderers, who qualify the Techno-Commercial cum qualifying bid on fulfilling the criteria fixed in the Eligibility Criteria, will be eligible for opening of their respective price bid.

9.2 The price bids of the qualified parties will be opened in presence of the eligible parties at the Office of Business Head, OMDC, Thakurani.

9.3 The H1 price will be determined on the basis of per lot rate quoted by the bidder for the scrap Material, exclusive of Royalty, Cess, Sales Tax, Entry tax and other government levies.

9.4 The decision about H1 bidder made by the Company will be final & binding on all parties/bidder.

**10 AWARD OF CONTRACT:**

10.1 The company reserves the right to accept or reject any or all tenders or distributes/split the quantity amongst different tenderers without assigning any reason thereof.

10.2 Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

- 10.3 The sale of quantity will be made to H-1 bidder on acceptance of its rate to management. Other bidders like H-2, H-3 and so on will be allowed to lift the balance material, if any, on matching the price of H1.
- 10.4 OMDC also reserves the right not to award tender to H-1 and may cancel the whole tender process without assigning any reason or without any liability to any one, what so ever. In such eventuality Bidders will have no claim against the OMDC what so ever.
- 10.5 The H-1 bidder will be allowed to lift the quantity asked by him at highest rate first and then next bidder will be allowed to lift the quantity asked by him at H-1 rate and not at his offered rate. If H-2 bidder does not agree to match with highest rate finalised by OMDC, then his offer will not be considered and no claim by him will be entertained. This procedure will be followed till exhaustion of offered quantity or validity period whichever is earlier.

## **11 TERMS OF PAYMENT**

UPON PAYMENT OF FULL MATERIAL VALUE FOR BID AMOUNT, THE ISSUANCE/ DESPATCH ORDER IS TO BE MADE BY OMDC.

The successful bidders shall be required to deposit non-interest bearing advance payment covering full value of 100% of the material within 10 working days from date of issuance of sale approval offer.

All payments towards material value, taxes, levies, etc are to be made in the form of DD/PO in favour of "The Orissa Minerals Development Co. Ltd" drawn on a Scheduled/Nationalized Bank and payable at Kolkata / Any electronic mode of payment approved by RBI and are to be deposited with OMDC Kolkata. Bank collection charges, if applicable shall be borne by the successful bidders.

## **12. PENALTY**

**Failure to deposit payments:** Failure to deposit any or all of the above payments within the stipulated period will result in termination of contract without any notice to the successful bidder (SB), forfeiture of Pre bid EMD / SD as the case may be.

Non-submission of any payment or failure to lift the material within stipulated time limit may lead to debarring the buyer from participation in OMDC tenders.

## **13. MODE OF DESPATCH**

The delivery of materials in terms of Delivery Order issued shall be taken by the successful bidder (SB) within the stipulated period mentioned in the Delivery Order and also strictly according to any other instructions / delivery programme given by the concerned OMDC Management from time to time.

The Successful Bidders shall make necessary arrangements for lifting and transportation of materials Ex-Stock/plot basis at their own cost. If successful bidder fails to lift the material within the stipulated time of the contract, the EMD and Material value as per clause of abandoned Goods for the concerned lot shall stand forfeited with the closing hour of the contractual period, until the contractual period is extended under clause 4 Contract Period. If the bidder fails to lift the quantity even during the extended period, with the closing hours of the extended period the EMD and Material value as per clause of abandoned Goods for the concerned lot shall stand forfeited.

#### **14. DELIVERY**

Tentative schedule – Up to Contract period subject to availability of materials. The materials (committed quantity) have to be lifted through Road Transport at the cost of buyer.

**Ground Rent:** @1% per week or part there of beyond 30 Days will be levied, provided written request is received before the expiry of 30 days free lifting period, if no such request for extension is received, the sale order stands cancelled & security deposit forfeited on completion of 30 days of free lifting period. The approving authority for such request would be BH, OMDC. In case the bidder fails to take delivery beyond 30days/ extended period, the EMD/ SD and the deposit amount if any would be forfeited by OMDC.

For delivery, buyers must report by on working days/ hours in the respective units of OMDC In case the last day of delivery happens to be a Closed Holiday for OMDC, the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the Delivery Advice issued by the OMDC to the respective units of OMDC at the time of taking delivery of the materials.

Purchasers are advised in their own interest to make appointment with the owner before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement of removal, dismantling, loading, transporting and he will not be titled to claim any facility or assistance or cost on this account from OMDC.

The materials sold shall be removed by the buyer from any one side of the lot as per the sole direction of OMDC and no segregation of items from the sold lots will be permitted.

In case any hot work permission is required for dismantling operations, the same will have to be obtained by the buyers from the OMDC's



authorized representative before lifting and it will be sole discretion of the Principal to allow such hot work permission.

“The contract shall be valid for the contract period, both in terms of quantity and price. In case the buyer fails to lift the full quantity within the contract period whatsoever the reasons may be, the shortfall quantity shall be forfeited w.e.f. closing hours of the contract period.

#### **15. TAXES AND DUTIES**

The prices determined by the Seller as per Para -8 (PRICE BID) above are exclusive of levies, duties, taxes etc. All levies, cess, duties, taxes including labour welfare cess or any other statutory duties that will be in force on the date of sale or that may be introduced subsequently, will be payable by the Buyer.

#### **16. LIFTING & TRANSPORTATION:**

The buyer shall make necessary arrangement for lifting and transportation of materials on Ex- Stock basis from OMDC store yard at their own cost.

#### **17. DELIVERY SCHEDULE:**

Successful bidders have to lift the total offered quantity within the contract period.

**18. INSPECTION:** Interested buyers if desire can inspect the material available for sale at OMDC Store yard, Thakurani, PO – Barbil, Dist – Keonjhar (Orissa) in office hours. Once materials are dispatched, OMDC will not be held responsible for the quality of the materials.

Interested parties may visit Plant to inspect the materials by prior arrangement with office, Thakurani (Sh A. A. Soren, AM (Commercial), Mobile No 8455909562) with prior appointment on any working day.

#### **19. ABANDONED GOODS:**

a. The Successful Bidder must have effected complete removal of the goods from the site within the date specified in the delivery orders issued by the OMDC. In case goods are not removed in full within the specified date, delivery orders for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the Successful Bidder. OMDC will have full right on such abandoned goods and will be entitled to dispose of the same in any manners it deemed fit without any reference to the Successful Bidder. The Successful Bidder will have no claim on goods treated as abandoned goods. The Successful Bidder shall further be held liable to compensate OMDC for any loss as stipulated in Para (b) below.

b. **RECOVERY AGAINST ABANDONED GOODS:-** In case the successful Bidder does not lift entire quantity the EMD will be forfeited & material value of the concerned lot will be refunded.

NOTE: The above clause is applicable only for the unsuccessful lifting as per the terms of the Auction Documents.

**20. AWARDING AUTHORITY:** Decision of OMDC Management shall be final and binding. OMDC reserves the right to accept/reject any bid without assigning any reason whatsoever. OMDC also reserves the right to split the order as it deems fit.

**21. JURISDICTION:** All kinds of Legal proceedings against “The Orissa Minerals Development Co. Ltd.” In any matter arising out of the purchase shall be under the jurisdiction of appropriate Court of Kolkata.

## **22. OTHER CONDITIONS**

22.1 **Authority of person signing documents** - A person signing the Tender or any document forming part of the Contract on behalf of bidder it shall be presumed that he has authority to do so. However, if, on enquiry, it appears that the person signing the document had no authority to do so the OMDC may, without prejudice to other remedies civil or criminal, cancel the Contract and hold the bidder liable for all costs and damages.

22.2 The Earnest Money/Security Money will not earn any interest.

22.3 In case any bidder seeks to withdraw the offer after opening of the Techno Commercial bid then in such event OMDC shall forfeit the entire EMD.

22.4 OMDC reserves right to cancel the tender process without assigning any reason at any stage.

22.5 If for any reason OMDC fails to supply required quantity of Material to the buyer, OMDC will not be liable for any loss directly or indirectly caused to the buyer due to such non-supply.

22.6 Successful bidders whose bid has been approved by OMDC, should intimate the name & address of their local representative who should be present at the work site and coordinate with the executing Department to carry out the job properly. All-important communication with successful bidder shall be through letters and / or notices put up in Notice Boards at Thakurani plant office and it will be obligation of successful bidder not to overlook such Notices. Any plea of ignorance of such Notices / letters put up in the Notice Board at Thakurani plant office shall not be accepted.

22.7 OMDC accepts no liability towards any claim, compensation / damage that may arise out of non-fulfillment of contracts between the successful bidder and any third party. OMDC will give no cognizance to such 3rd party with whom it has no privity of the contract.

22.8 A contract shall be deemed to have been concluded between successful bidder & OMDC upon acceptance of the bid by OMDC in writing and the terms & conditions herein shall be binding on both the parties.

22.9 In the event the successful bidders whose bid has been approved by OMDC, desires that the challans are to be issued stipulating consignee and destination subject to the provision of the relevant Sales Tax Act, the same may be considered provided the successful bidders makes a written request to that effect and indemnify OMDC against non-delivery of materials to the nominated consignee / destination for which the successful bidder/s shall be responsible for all cost and consequences.

22.10 The bidders shall adhere to the Plant Act, Rules, Plant Regulations and Order issued under them.

22.11 It shall be the responsibility of the persons submitting the applications to ensure that the documents have been submitted in the formats and as per the terms and conditions prescribed in the tender document and no change is made therein before submission of their documents in the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of OMDC. In case any tampering/unauthorized alteration is noticed in the documents submitted, the said documents shall be summarily rejected and OMDC shall have no liability whatsoever on the matter. However, deviation if any, proposed by the applicant may be separately indicated be for acceptance or otherwise of OMDC. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

**22.12 Sale of Hazardous Waste Items:**

A) The sale of Hazardous waste items, namely Waste Oil and specific categories of Non- Ferrous metal waste will be governed by the Hazardous Waste (Management & Handling) Rules, 1989 and its amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules 2001 and its amendments. **For such items, only those parties shall be eligible to bid who have Valid Registration Certificates from the state as well as Central Pollution Control Board on the starting date of e-auction.** If the bidder had the said State PCB, or CPCB certificates which expired within 30 days before the date of starting of e-auctions, he should submit a copy of the expired certificates and a copy of his application for extension with a proof of

submission of the application at least one working day before the starting date of e-auction.

B) E-waste / computer / Laptop will be disposed to the bidders possessing valid hazardous waste management certification

**22.13 Special instructions:**

**"ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OMDC WEBSITE, ([www.birdgroup.gov.in](http://www.birdgroup.gov.in))"**

It is to be noted that according to the notification file no .23.11/94 part iii dated 3.2.2000 issued by Ministry of Environment & Forests, Government of India, New Delhi, old & used ferrous/non-ferrous metal scrap, lead acid battery scrap, used oil can only be purchased by actual users enlisted with ministry of environment & forests (MOEF). In addition, bidders who are actual users can bid for the above items provided they submit the following documents:

- a. valid license to process waste/scrap
- b. valid consents under air and water act

**Sd/-  
BUSINESS HEAD  
OMDC, THAKURANI**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED  
**[A GOVT OF INDIA ENTERPRISE]**

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,  
KOLKATA-700091,PHONE:033-40169200,FAX:033-4016-9267

MINES OFFICE: P.O. THAKURANI, VIA- BARBIL, DIST- KEONJHAR,  
ODISHA- 758 035

**Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016**

**CHAPTER-III**

**GENERAL TERMS AND CONDITIONS**

**01. Definition:**

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Partnership Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. Tender: Tender means the work to be performed 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 as appearing in page No. 1.
- 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. Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. Contractor: Contractor means the person or society, partnership firm, company whose tender has been accepted by the OMDC;
- h. OMDC: OMDC means "The Orissa Minerals Development Company Limited" the Company incorporated in India and having its registered office at Saurav Abasan, 2<sup>nd</sup> Floor, Sector-III, Salt Lake, Kolkata-700 091
- i. Competent Authority: Competent Authority means Managing Director (MD) or any designated officer by the MD;

- j. Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

**02. TENDER SUBMISSION:**

The bidder 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.

The instruments of Earnest Money Deposit & Cost of Tender document are to be put in a 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 Orissa Minerals Development Company Limited, Thakurani, Dist-Keonjhar, Odisha Ph.06767-275218/275379.**

**Note:** Tender not submitted with Cost of tender Paper, EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the Business Head, The Orissa Minerals Development Company Limited, Thakurani, Dist-Keonjhar, Odisha Ph.06767-275218/275379.

However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

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

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

Tenders will be received up to 3.30 P.M. on 08/06/2016 and will be opened on the same day at 4.00 P.M. in the presence of bidders or their authorized representatives.

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

The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered failing which the tender will be rejected.

In case of any difference in rate between figure and in words, amount mentioned in words will be final for evaluation of contract.

Any tender containing clerical or arithmetical mistakes may be rejected.

Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of its tender after opening of the tender may lead to rejection of the tender.

Note: The tender submitted by the tenderer, who has been debarred by any PSU, will not be eligible to participate in the tender.

### **03. OPENING OF TENDER:**

Part – I, i.e. Techno-Commercial Bid will be opened on 08/06/2016 in the presence of the bidders or their authorized representative.

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course through Letter/Fax/Telephone.

OMDC also reserves the right to cancel/postpone the date of receipt and opening of the Tender without bearing any liability whatsoever, consequent upon such decision.

### **04. WORKING HOURS:**

Working hours at mines will be intimated by Business Head or his authorized representative.

### **05. DAMAGE TO OMDC PROPERTIES**

The Buyer will be fully responsible for any loss/damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of removing the material bought by the buyer. The buyer will be fully responsible to reimburse all damages, if any, as may be determined by OMDC.

### **06. ILLEGAL GRATIFICATION**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the Company in relation to the obtaining or to the execution of this or any other contract with the Company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

## **07. 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 bidder(s) to **avoid any** confusion or **for** interpretation of any terms and condition **of the contract**.

## **08. ASSIGNMENT**

This Agreement is not assignable **and non-transferable**.

## **09. FORCE MAJEURE**

If at any time during the **subsistence** of this Agreement either party **becomes incapable** to perform whole or in part any obligation under this Agreement **due to any** acts of God, strikes, go-slow, Loading Plant breakdown, Government ruling, war, blockade, revolution, civil commotion, riots, floods, plague, or other causes, the Buyer or Seller shall be relieved of all future responsibility for performance of this Agreement.

## **10. LAWS GOVERNING THE CONTRACT**

13.1 The Contract shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

13.2 Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

## **11. ARBITRATION**

### **11.1 For Buyers other than PSU:-**

In the event of any dispute or difference between the buyer & seller, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the seller, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Kolkata and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.



### **11.2 For PSU Buyers:-**

In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.

The venue of Arbitration shall be Kolkata and the cost of the Arbitration shall be as decided in the Arbitration award. The courts of Kolkata will only have jurisdiction for any unsettled issues needing judicial interpretation.

### **12. CONFIDENTIALITY:**

Absolute secrecy is to be maintained by the buyer in respect of any information or other technical details that the buyer may come to acquire/ know during the course of the contract.

### **13. NON-CIRCUMVENTION AGREEMENTS**

The buyer undertakes not to interfere or even attempt to interfere with the running of the business of the seller in any way whatsoever.

### **14. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and **shall** be liable for rejection.

### **15. LEGAL AND MISCELLANEOUS OBLIGATION:**

**15.1** The buyer shall be responsible for compliance of all the provisions under Mines Act 1952 and any other Acts/ Rules/ Statutes to be complied during the course of the sales contract. Any violation in this regard will be treated as breach of contract and recovery action shall be taken by the Company as deemed fit in this regard including recovery of penal damages levied by the Government Authority including that of termination of the Contract.

**15.2** All the vehicles engaged for transportation of material must be duly registered with RTA/ DDM and ensured against 3<sup>rd</sup> party and must have fitness certificate, Road permit, Tax token etc from RTA/ DDM. The buyer shall be responsible/ liable for all compensation that may arise for any injury, death etc. due to accident during the open of the performance of the said contract to persons engaged by the buyer and also the public at large.

**Sd/-**  
**BUSINESS HEAD**  
**OMDC, THAKURANI**

**ANNEXURE-I**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**PART-I TECHNO COMMERCIAL BID**

Tender Notice No:- Tender Notice No: OMDC/SCRAP/05/2016 Dated: -  
16/05/2016

Sub- Open sale of scrap material from OMDC Mines, Thakurani, in The District of Keonjhar, Odisha.

<b>SL No.</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDERS</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 525/- (Rupees five hundred twenty five only) in shape of DD in favour of "The Orissa Minerals Development Company Limited" payable at Kolkata.	MR/BC/DD NO: Date: Drawn on: Amount:
07	Whether the agency has enclosed EMD of Rs ..... in shape of crossed DD/PO/BC in favour of "The Orissa Minerals Development Company Limited" payable at Kolkata.	
08	Status of the bidder [Individual/sole proprietorship/Partnership/company-private limited or Public limited] The tenderer shall enclose Affidavit from a	

	Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	
09	Whether the agency has submitted latest VAT clearance certificate	
10	Whether the agency has submitted clearance certificate from State Pollution Control Board of Odisha.	
11	Whether the Bidder has visited the site and got dully acquainted with the following: (i)Material to be sold by OMDC ii)Specified working area (ii)Extent of work to be done (iii)Labour related local conditions (iv) Other relevant local conditions	
12	Whether the agency has submitted an undertaking in their letter head that the party has not been debarred / black listed by OMDC/ any other company at any point of time. State in Yes/No. Strike off which is not applicable.	
13	Whether the agency has submitted a declaration that the bidder has carefully read all terms and conditions of the tender document and is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure).	
14	Whether the agency has submitted a certificate that the bidder has no litigation with OMDC, as parties /company having any litigation with OMDC are not eligible.	
15	Whether the material will be lifted by mechanical means or not	Yes/No (Strike off which is not applicable)

[20] CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide Tender Notice Ref No: Tender Notice No:- Tender Notice No: OMDC/SCRAP/05/2016 Dated: -

16/05/2016. I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. Certified that above mentioned particulars are correct and true to the best of my/ our knowledge. In case any statement made above is found not correct my/our tender may be rejected by OMDC ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for 30 days from the date of opening of the techno commercial bid. I/We also authorize the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

SIGNATURE OF THE TENDERER WITH SEAL

**ANNEXURE-II**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**PART-II PRICE BID**

Tender Notice No: OMDC/SCRAP/05/2016 Dated: - 16/05/2016

**Sub: OPEN SALE OF SCRAP MATERIAL FROM OMDC MINES, THAKURANI IN THE DISTRICT OF KEONJAHAR, ODISHA.**

**Basic rate Per Lot Rupees (in Figure)**

**Lot 1:- .....**

**Lot 2:- .....**

**Lot 3:- .....**

**Lot 4:- .....**

**Basic rate Per Lot Rupees (In word)**

**Lot 1:- .....**

**Lot 2:- .....**

**Lot 3:- .....**

**Lot 4:- .....**

**N.B:** Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

SIGNATURE OF THE TENDERER

WITH DATE AND SEAL

**UNDERTAKING**

To  
Business Head  
The Orissa Minerals Development Company Limited,  
P.O. Thakurani, Via- Barbil,  
Dist- Keonjhar, Odisha- 758 035

Tender Notice No:- Tender Notice No: OMDC/SCRAP/05/2016 Dated: -  
16/05/2016

Sub: **OPEN SALE OF SCRAP MATERIAL FROM OMDC MINES, THAKURANI IN THE DISTRICT OF KEONJAHAR, ODISHA.**

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 or debarred by OMDC at any time.

I/We also undertake that the materials shall be utilized for road construction only inside the state of Odisha and never will be used as major minerals.

I/We also undertake that the minerals so permitted be used as Minor Minerals only. I/We also authorize the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer with Seal

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid.

