

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

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LETTER OF SUBMISSION OF TENDER,ARTICLES OF AGREEMENT
GENERAL CONDITIONS OF CONTRACTFOR

Tender Notice No.: OMD/Mines/Pers./054 /2025-26

Date.03-01-2026

This Tender Document is issued to

Name of Bidder

Address of Bidder

Issued by:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

AGREEMENT NO:

DATED:

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Barbil, Thakurani this ___ day of 20 between The Orissa Minerals Development Company Limited, At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha-758035, having its Office at General Office, Thakurani-758035 (hereinafter referred to as the "Employer"), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and assigns) OF THE ONE PART

AND

M/s___, a Company organized and existing under the laws of ___ and having its registered office at _____ (hereinafter referred to as "Contractor"), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns) of the other part.

Whereas, The Employer has decided to award the work of "providing Security Services at OMDC, Barbil".

The Contractor has declared that he has experience in supply of manpower during last three (03) years, and

- a) The Contractor has declared that he is in a position to carry out the work as specified in the Contract, and
- b) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of proposed Work and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, and

The Contractor has agreed to undertake the job of "Providing Security Services at OMDC, Barbil" as specified in the NIT No. _____ and other documents of the Contract, and the Employer has accepted the Tender of the Contractor as modified and agreed upon, and

Now it is hereby agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.
 - a) NIT and annexure/appendix, if any
 - b) Instructions to Bidders
 - c) Letter of Acceptance
 - d) Price Bid
 - e) General Conditions of Contract
 - f) Special Conditions of Contract
 - g) Contract Specification
 - h) Other Technical Documents and drawings.
 - i) Other document and correspondences.
3. The Commencement of Contract shall be the date of issue of Letter of Acceptance.
In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for the job of "Providing Security Services at OMDC, Barbil."
4. Time is the essence of the Contract. Commencement will start within 07 (SEVEN) days from date of intimation by OMDC to the selected agency to start the work.
5. The Employer hereby covenants to pay the Contractor in consideration of the above Work, the Contract Price in the manner described in the Contract.
6. No amendment to this Contract shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Contract.
7. The Courts in Bhubaneswar only shall have jurisdiction over the dispute. However, the disputes, if any, shall be settled by Arbitration mentioned in the General Conditions of Contract.

a) Arbitration and Conciliation: Any claim, dispute or difference relating to or arising out of this agreement or the subject matter of this agreement shall first be referred to the Managing Director (MD)/OMDC for amicable settlement of the dispute/ difference of opinion through the mechanism of conciliation. Before

commencing the process of resolution through conciliation, the MD /OMDC is bound to give a notice in writing either party intimating the time, date and venue of such meeting where the conciliation would take place. The parties may be given an opportunity to place their respective stand before the conciliator.

In the event, the conciliation fails, the parties are free to refer the matter for arbitration, preferably of a sole arbitrator. In the event the parties fail to agree on the name of a single arbitrator, each party is free to nominate its own arbitrator and the arbitrators so nominated shall appoint a presiding arbitrator. The arbitration shall be subject to laws of India and to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The seat and venue of arbitration shall be at Bhubaneswar, Odisha or as would be agreed upon by the arbitrator(s). The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

b) All disputes arising out of or in any way connected with this contract or the subject matter of the contract shall be deemed to have arisen in Bhubaneswar, Odisha. Only the courts in Bhubaneswar shall have jurisdiction to the exclusion of all other courts.

8. The several parts of the Contract have been read and fully understood by us.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Employer)

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Contractor)

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

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1. DEFINITIONS

Definitions: In the Contract (as hereinafter defined) the following word and expressions shall have the meaning hereby assigned to them except wherein the context otherwise requires.

1.1 “Approved” means approved in writing including the subsequent written confirmation of previous verbal approval, if any.

1.2 “Approval” means approval in writing including as above said.

OMDC:OMDC means “The Orissa Minerals Development Company Limited” A Company incorporated in India and having its registered office at Ground Floor- 271,Bidyut Marg, Unit – IV, Shastri Nagar, Bhubaneswar – 1 (Odisha),which is alternatively used as the “Company”.

1.3 Business Head: Unit Head of OMDC at Thakurani or his/her Authorized Representative.

1.4 “Contract” means the Offer of the successful Bidder along with all clarifications/confirmations or Contract Specifications, Tender with all the enclosures, Articles of Agreement, General Conditions of Contract and Appendices, Special Conditions of Contract and Annexure, Specifications, Price Schedule, Drawings, together with the Letter of Acceptance and other documents specifically indicated therein and entered into between the Employer and the Contractor for executing the Work.

1.5 “Contract Specification” shall include the agreed Scope of work, Supply, Drawings, Technical Specifications and Data, Performance Characteristics, Guarantee Parameters, the schedules and all other particulars mentioned as such in the Contract.

1.6 “Contract Price” means the Price indicated in the Letter of Acceptance.

1.7 “Contractor” shall mean the Bidder whose tender has been accepted and shall include his/their heirs, executors, administrators, legal representatives, successors/assigns and his/their Indian Agents approved by the Employer.

1.8 “Date of Award of Contract” shall mean the date of issue of Letter of Acceptance or the date of issue of acceptance of Tender whichever is earlier.

1.9 “Employer” means The Orissa Minerals Development Company Limited (OMDC), Thakurani, Dist-Keonjhar,Odisha-770033 having its Registered Office situated at Ground Floor – 271, Bidyut Marg, Unit – IV, Shastri Nagar, Bhubaneswar (Odisha)

1.10 “Letter of Acceptance” means intimation from the OMDC by a letter/Fax/Email to the successful Bidder that his tender has been accepted in accordance with the provisions contained therein.

1.11 “Month” means a Calendar month according to the Gregorian Calendar.

1.12 Name of the Tender: Name of the Tender means the work to be performed by the Bidder; “Notice in Writing” and “Written Notice” means a Notice in written, typed or printed characters sent in person or by Registered Post or by Speed Post or through Courier or by Fax or by Email to the Business or Registered Office address of the Contractor or any other address communicated by the Contractor and shall be deemed to have been received where in the ordinary course of post it would have been delivered.

1.13 Price Bid: Price Bid means the document containing the Scheduled Rate quoted by the Contractor in prescribed format to be considered for the purpose of evaluation and award of Contract.

1.14 “Site” means the land and other places envisaged by the Employer on, under, in or through which the works and/or services to be performed or to be executed or carried out and any other lands or places provided by the Employer for the purpose of execution of the Contract.

1.15 “Supervision” shall mean the successive controls and directions given by the Employer or his representative in relation to Work, either during the Contractor’s

1.16 “Scheduled Rate: Scheduled Rate means the rate quoted by the Bidder in the prescribed Price Bid Format.

1.17 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.

“Agency” shall mean Individual/Firm/Company/ Corporation/Consortium submitting a Tender against the Notice Inviting Tender (NIT) and shall include his/its/their heirs, executors, administrators, legal representatives, and successors.

1.18 “Tender Specification” shall mean the Tender Document and subsequent clarifications, furnished by the Employer for the purpose of submitting the offer by the Bidder.

1.19“Taxes: Taxes means Income Tax, Surcharge, GST, Cess, Entry Tax and any other Tax, Levy, Fees, imposed by the Government from time to time.

“Work” shall mean to undertake the job of ““Providing Security Services at OMDC, Barbil.”

“Singular and Plural”: words expressed in singular shall also include the plural and vice versa where the context requires or permits. Words expressed as ‘persons’ include Firms, Companies, Corporations, Associations or body of individuals and vice versa where the context so requires or permits. Words expressed as ‘masculine’ gender include the ‘feminine’ gender and vice versa where the context so requires or permits.

2. GENERAL OBLIGATIONS:

2.1 Contract: The Contractor shall sign an agreement and/or commence the Work as stipulated in the Work Order and in default thereof, the Earnest Money Deposit and/or the Security Deposit amount furnished by the Contractor shall be forfeited and the acceptance of the Tender shall be considered as withdrawn at the cost of the Contractor. Moreover, the Contract will be terminated and the Contractor will be liable for debarring from participation in the Employer’s tenders for a period of 2(two) years.

2.2 Inspection Of Site: The Contractor may visit, inspect and examine the site and its surroundings and shall satisfy himself before submitting the tender as to the various facilities available at the site and the means of access to the site and the accommodation and other facilities that may be required and, in general, shall himself obtain all necessary information as to the working conditions, risk and contingency and other circumstances which may influence or affect his tender. The Bidder shall note no claim on this ground shall be admissible.

2.3 Sufficiency Of Tender: The Contractor shall be deemed to have satisfied himself before submission of Tender as to the correctness and sufficiency of his Tender for the Works and the Rates and Prices stated in his Priced Schedule / Price Bid shall cover all his obligations under the Contract.

Having submitted the tender, the contractor is deemed to have inspected and examined the site and surroundings and satisfied himself about the ground realities and all the facilities available in the mining area.

2.4 The Employer shall not be in any way held responsible for any accident or damages incurred or claims arising there from during the contract period.

3. COMMENCEMENT TIME AND DELAYS:

Commencement of Contract: The Contract shall be deemed to commence from the date of issue of Letter of Acceptance. The Contractor shall proceed with the due expedition and without any delay for the fulfillment of the Contract. The Contractor is required to sign the Agreement as per Article of agreement of GCC.

Extension of time for completion

On request of the Bidder, management of OMDC may consider for extension of time for such period as felt reasonable without any prejudice of the right to recover the penalty as per the contractual terms at its sole discretion. In any case the Contractor shall not be entitled to revision of price, any compensation or damages on account of such extension of completion period, if granted.

4. INSURANCE:

The Contractor shall maintain in full force and effect all such insurances as required for men by the law for the purpose of the Contract at the cost of the Contractor. The copy of such insurance policies should be provided to OMDC for record.

The Contractor shall be responsible for effecting insurance under the Indian Workmen’s Compensation Act and any other insurance in accordance with the Indian laws and regulations at his own cost.

5. OBLIGATIONS OF THE CONTRACTOR:

Contractors shall abide by all the terms & conditions as specified by Employer.

6. PAYMENT OF TAXES & DUTIES IN RELATION TO THE CONTRACT:

The Contractor shall pay all taxes due in India for the personnel employed by the Contractor for Work arising out of their services in connection with the Contract.

Recruitment of Labour:

While recruiting the labour and supervisory staff for his works, the Contractor has to recruit the staff in accordance with the rules and regulations in force.

The Bidder/Contractor shall engage workmen of good conduct and clean antecedents.

Medical:

The Contractor shall employ such persons as are found to be healthy and free from contagious diseases and shall produce, if required by the Employer, certificate of fitness of all his employees working at Site. Whenever in the opinion of the Employer, it is necessary to do so, for the protection of other employees & their families, the Contractor shall arrange to shift such employees suspected to be suffering from contagious diseases to a hospital. The Contractor shall conduct Initial and Periodical medical examination of all the employees appointed by him as per provision.

The Contractor shall also be responsible for observance of the above clause by his sub- Contractors.

The Contractor will be responsible for First Aid / Medical Services for regular health check- up and meeting medical emergency arising during the execution of the contract at his own cost.

07. STATUTORY COMPLIANCE:

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees such as Minimum wage, Provident fund, Annual Health Examination, Gratuity, Leave, Insurance, and retrenchment compensation etc. as per labor code 2025, Industrial Dispute Act, Contract labour and abolition Act 1970, PSARA Act 2005 and other statutory laws as per Government notifications applicable for engagement of contractual security personnel in OMDC mines, Barbil, Dist-Keonjhar , Odisha-758035.

In respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

08. FORCE MAJEURE CLAUSE:

(a) If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under the Contract/ Agreement or delays the performance under the Contract/ Agreement owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, plant breakdown, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes; OMDC and/or the Contractor shall be relieved of the responsibility for performance of the Contract/ Agreement as per *para* (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 1(one) week after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in *para* (a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract/ Agreement.

(c) Either party shall be relieved of the responsibility of performance of the Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which performance is

prevented by any such cause or causes herein mentioned above.

09. DAMAGE TO OMDC PROPERTIES:

The agency shall 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 carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages/loss from any sum due to the agency.

10. ASSIGNMENT:

This Agreement is not assignable or transferable in full or in part by either party.

11. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate/ foreclose the contract either due to valid reasons, such as bad performance or any other abnormalities/ reasons noticed during the tenure of contract. In such event, give 60 (Sixty) days notice in writing shall be served by OMDC to the agency.

12. EXIT OF THE CONTRACT:

Both OMDC and the agency reserve the right to exit from the contract/agreement with clearance of all liabilities. For exit of the contract either party has to serve notice in writing before at least 90 (Ninety) days.

13. RISK PURCHASE:

In the event of failure to fulfill the contract terms and execution of work as per letter of intent/work order/agreement, OMDC reserves the right to make the contractual obligation carried out by alternative arrangements and to recover from the contractor any additional cost involved therein.

13. LAWS GOVERNING THE AGREEMENT:

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

13.2. Tender Document shall be the integral part of the Contract/ Agreement.

13.3 Legal Capacity of the Tenderer:

13.4 The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

13.5 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

13.6 Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

I) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

II) The offer shall be signed so as to legally bind all members.

III) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

IV) The Leader shall be authorised to incur liabilities and receive instructions for and on of behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

V) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

VI) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same

Tender.

14. ARBITRATION:

14.1. For Agencies other than PSU:-

In the event of any dispute or difference between the Company and Successful Bidder, 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 OMDC, the Company, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Bhubaneswar and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. The award of such arbitration shall be binding on both the parties.

In case the matter is referred to Arbitration, the Company shall be relieved of its responsibility if the Contractor does not pay the amount due to Company i.e. OMDC or does not fulfill the terms & conditions as agreed to under this Agreement.

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

Notwithstanding above, if any matter need judicial adjudication, High Court, Odisha only will have jurisdiction.

14.2. For PSU Agencies:-

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.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996 and PMA Guidelines of DPE vide O.M. No. 4(1)/2011/DPE (PMA)-GL dated 12/06/2013 & dated 24/03/2014.