

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)  
P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)  
Telephone No. : 06767-275530, 275218, 276131  
Regd. Office: Plot No. 271, Ground floor, Bidyut Marg, Shastri Nager, UNIT-IV,  
Bhubaneswar, Odisha-75001

**NOTICE INVITING TENDER (NIT)**

**Tender Notice NO. : OMDC/ Q.C /2024-25/ 01**

**DATE: 05 / 07 /2024**

Sealed tenders in prescribed format in two parts i.e. Techno- Commercial and Price bid are invited from reputed Public analyst having experience & expertise of Sampling & analysis of Iron Ore ROM, Finished products & Fines at Bagiaburu Mines of "of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA)."

**Name & Address of the Bidder:** \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

Cost Of Tender Paper : Rs. 630/- (Rupees Six hundred Thirty only ) by hand & Rs.735/- (Rupees Seven hundred Thirty Five Only) by post, included GST.

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE BIDDER**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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TENDER Notice No. : OMDC/ Q.C/2024-25/01

DATE:05 /07/24

**CHAPTER – I****1. INFORMATION TO THE BIDDERS:**

Sealed Tenders in prescribed format in two parts i.e. Techno- commercial bid and price are invited from reputed Public analyst having experience & expertise in Sampling & analysis work of Iron Ore ( ROM, finished products, fines )at our Bagiaburu Mines on daily basis (regularly) of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

**2. SALIENT FEATURES OF THE BID:**

Sl.	Particulars	Detailed of Tender
i.	<b>Bid Enquiry No.</b>	<b>OMDC/ Q.C /2024-25/01 Dated: 05/ 07/2024</b>
ii.	<b>Name of the Work/Description of the Work</b>	Daily sampling & Analysis of Iron Ore ROM, Finished products & Fines of Bagiaburu Mines of The OMDC Ltd, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA) .
	<b>Cost of Bidding Document</b>	Rs. 630/- (Rupees Six Hundred Thirty ) only, including GST.
	<b>EMD</b>	Rs. 5000/- (Rupees Five Thousand)
iii.	<b>Available of tender documents</b>	Office of the <b>Sr. Manager (Finance) I/C</b> , OMDC Ltd. , <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> & CPP portal
iv.	<b>Date of Issue of Bid Documents</b>	<b>05/07/2024 to 22/07/2024</b>
v.	<b>Date of Submission of Bid Documents</b>	<b>Up to 22 / 07/2024 Time: 3.30 P.M</b>
vi.	<b>Date of Opening of Technical Bid &amp; price Bid</b>	<b>Up to 22/ 07 /2024 Time: 4.00 P.M</b>
vii.	<b>Contract Period</b>	01 Year from date of issue of work order /LOI
viii.	<b>Date of Opening of Price Bid</b>	To be intimated later on after Technical evaluation.

### **3. PRE - BID CONSULTATION:**

No Pre - Bid Consultation meeting will be held for this work. However, the renderers are free to clarify any doubts / seeking information relevant to this tender during office hour from D. G. M(MINES) and H.O.D of Q.C department . Any amendments so made will be published in the company's 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."

### **4. BIDDING DOCUMENTS:**

4.1 Payment for tender papers in the form of DD/PO/BC in favour of "*The Orissa Minerals Development Company Ltd.*", payable at Barbil.

4.2 Payment towards EMD in the form of DD/PO/BC in prescribed form from any Nationalised Bank/ Scheduled Commercial Bank in favour of "*The Orissa Minerals Development Company Ltd.*", payable at Barbil

4.3 All the pages of the tender document must be duly sealed and signed by the bidder as acceptance of the Terms and Condition before submission, including the price bid.

4.4 Experience certificate as per requirement mentioned in "eligibility criteria for technical bid evaluation".

4.5 Statement of accounts as per requirement mentioned in "eligibility criteria for technical bid evaluation".

4.6 Other supporting documents as per requirement mentioned in "eligibility criteria for technical bid evaluation".

### **5. PERFORMANCE GUARANTEE :**

The successful bidder required to submit performance guarantee equal to amount of Rs. 50,000/- ( Rupees Fifty thousand only ) in the form Bank draft in favour of "*The Orissa Minerals Development Company Ltd.*", payable at Barbil from the date of issuance LOI(letter of Intent) . The performance guarantee so provided shall be converted into security deposit on expire of 2(two) months from the date of issue of LOI. The performance guarantee shall bear no interest.

Sd/-

BUSINESS HEAD

# **THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

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## **CHAPTER-II**

### **SPECIAL CONDITIONS**

#### **1. SCOPE OF WORK: (As per BIS norm / standards)**

To conduct daily sampling & analysis work of Iron Ore finished products ( Crushed CLO, Screened 10-40mm, Crushed fines & screened fines & stack sampling etc) at our Bagiaburu Iron Ore Mines, 21.52 Ha. Area. Also ROM sampling and analysis is required to conduct on daily basis.

To draw samples & to determine physical size & Fe% of above finished products on day to day (regular) basis. The Collection of samples from Crusher site & Screening Plant site will be conducted during operation period.

1. One Crusher Plant : i) 10-40 mm CLO (finished product)  
ii) Crushed Fines (finished product)
2. One Screen Plant: i) 10-40 mm (Screened Ore) (finished product)  
ii) Screened Fines, (finished product)
3. ROM : ROM sampling & analysis also be conducted.

The agency has to collect samples in every two hours each during operation period of Crusher plant & Screening Plant at Bagiaburu Mines. The sampling and analysis result with report should be submitted within one day.

All the sampling work shall be undertaken in presence of OMDC representatives at mines. The agency has to prepare the sample after crushing the sample collected from Crusher plant & Screening Plant of Bagiaburu Mines, the final pulverized sample will be divided into three parts by coning and quartering. One part will be taken by the analyst for analysis and another part will be taken by the OMDC Quality Control Section's representative /Officer and the 3<sup>rd</sup> part will be preserved as umpire's sample packet with signed and sealed condition to be kept under lock and key with OMDC for analysis in case of dispute.

Sampling and analysis should be as per BIS norms / standards.

The agency should have inspect the mines and conduct physical size analysis and chemical analysis on regular basis. Whenever the stack will be made, the agency also conduct stack sampling as per requirement of OMDC. As and when required, the agency will perform & furnish the conversion factor & W.V.R of the finished product of Iron ore as per requirement of OMDC with certificates.

The agency will arrange requisite number of his experienced and skilled/semiskilled workers suitable for the job and will responsible for the arrangement of their gate passes, insurance of workers as required shall be borne by him. The agency shall abide by all statutory regulations of the central and state Government in respect of workers employed by him for the above work.

The agency is advised to get in touch regularly with OMDC for further details and all other relevant instructions pertaining to the job.

The agency should have well equipped Analytical Laboratory with adequate man power & proper infrastructure to determine the Physical & chemical constituents present in Iron Ore.

**2. Quantities: Approx. 30,000/ Month**

However this is just an indicative figure, which is subject to variation (Upward or down ward) as per requirement of OMDC and this shall not be a cause of dispute with regard to the rate, terms and condition etc.

The agency under no circumstance can cite this figure for making alteration / adjustment in the term of the contract.

3. **CONTRACT PERIOD**:: 01 (One) year w.e.f. the date of issue of the Work Order.
- i. The period may be extended for a further period of 1 (One) Year in the same terms and conditions subject to the satisfactory performance of the contractor(agency).
  - ii. The contract period may be terminated by giving 07 days notice if any unsatisfactory performance found with the agency.

**4. EARNEST MONEY DEPOSIT:**

**4.1 Tender must be accompanied by an EMD amounting to Rs. 5000/-**(Rupees Five Thousand) only **form of DD/PO/BC in favour of “The Orissa Minerals Development Company Ltd.”, payable at Barbil from any Nationalised Bank/ Scheduled Commercial Bank .**

**4.2 EMD of unsuccessful bidder will be returned after opening of the Price Bid/Finalisation of tender. The EMD amount shall not bear any interest. In case the awarded bidder denies accepting the work order/Contract, their EMD shall be forfeited.**

4.3 EMD of successful bidder will be converted into security deposit.

4.4 Return of Security deposit will be made after successful completion of work.

**5. ELIGIBILITY CRITERIA:** To qualify techno –Commercial bid the agency must have following:

I.) . The agency must have well equipped analytical Laboratory in Joda – Barbil region with adequate man power & proper infrastructure to determine the chemical constituents present in Iron Ore. Their local Laboratory must have valid NABL accreditation certificates.

II.) . **Experiance** : Experiance of having successfully executed/ completed at least one similar work the value of which is Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand ) only during the last Five (05) years ending last day of month previous to the one in which tender issued. Copy of the work order/contract including execution certificate(work completed ) of the same should be enclosed.

**Similar works** means whose scope is similar to the scope of current works as specified in the tender (in scope of work).

III ) **Average annual Turn Over:** Average annual turn over during last three (03) years i.e 2021-22, 2022-23 & 2023-24 should be at least Rs.1,60,000/- (One Lakhs Sixty Thousand)only. The copy of Balance Sheet, Profit & Loss A/C & Income Tax return to be submitted in the support of the turnover.

IV) Tender must be accompanied with the Earnest Money Deposit Rs. 5000/- (Rupees Five Thousand)only in shape of Bank Draft / Pay order any Nationalized Bank / Scheduled Commercial Bank in favor of "The Orissa Minerals Development Company Limited" payable at Barbil.

v) Income Tax PAN Card.

vi) GST Registration Certificate

.vii) Registered partnership deed in case of a partnership firm, Memorandum of Article and Article of association in case of a joint stock company, proprietorship certificate duly certified by a Notary in a stamp paper in case of proprietorship firm is to be enclosed.

viii) Proof of payment made to OMDC towards cost of tender documents of Rs.630/- (Rupees Six hundred Thirty only).(without proof of payment the Tender will be rejected).

ix) A declaration is to be submitted that the bidder has carefully read all the terms and conditions of the tender document and he is fully satisfied and accepted all terms and conditions of the tender as per undertaking format attached as (**Annexure-II**) of this document.

x) An undertaking by the agency regarding non-blacklisting / non-debarment in OMDC or PSUs.

xi) Detailed list of Technical, Managerial & Supervisory personnel with name, age, Qualification and Experience including Directors in respect of Company and Partners in Respect of Firms.

.xii) The Tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid and rejected.

a. All documents along with tender shall be self-attested by the authorized signatory of the bidder/firm/company with official seal.

b. Submission of any forged 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. PRICE BID:**

Bidders are required to quote their rate both in figures & words in the prescribed "Price Bid" format given in Part-II ( **Annexure-III** ) of the tender schedule and no conditions (i.e. deviations / assumptions / stipulations /clarifications / comments / any other request) whatsoever and the conditional offers will be rejected. The rates so quoted shall be inclusive of all taxes (Excluding GST) which will be paid as per applicable.. **The agency will be selected based on L-1 basis &** will be considered for the purpose of evaluation .)

## **6. EVALUATION OF THE BIDS:**

(i)The Part-I ( **Annexure-I** ) Techno commercial bid: Parties who will fulfill all requisite conditions of eligibility criteria of Chapter-II of this document, will be construed as technically qualified and may be considered for Part-II Price Bid.

(ii)The Price Bid of Technically qualified bidders shall be treated as L-1, if the rate quoted by such bidder for Part-II Price bid is lowest among all the technical qualified bidders.

L-1 bidder will be evaluated on the basis of lowest rate quoted in the price bid.

**7.. AWARD OF CONTRACT:** OMDC may award the work to the L-1 bidder. Acceptance of the Tender will be intimated to the successful tenderer through a letter of intent. Then the agency will deposit an amount of Rs.50,000/- (Rupees Fifty Thousand only) as performance guarantee in the form of Bank draft. The agency shall then be required to execute an agreement within the time specify in the letter of intent. In the event of failure on the part of agency to deposit of performance guarantee & sign the agreement within the specified time then the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

## **8. . DATE OF COMMENCEMENT OF WORK:**

The agency shall commence the above scheduled work from the date of issue of LOI/work order.

## **9. PRICE ESCALATION:**

The rate quoted and accepted shall be firm and fixed and no escalation shall be allowed during the contract period or such extended period of contract.

## **10. PAYMENT TERMS:**

Payment of bills shall be released to the agency through NEFT/ RTGS subject to submission of details of Bank A/c, Branch, IFSC code, etc.

[i] The agency shall submit the bills in triplicate with enclosed certificate on monthly basis to the BUSINESS HEAD who shall be forwarded to concerned Quality Control Department of the company for checking the quality parameter then who shall forward the same to the respective Mines Manager & D.G.M(Mines) Agent of Mines of O.M.D.Co Ltd. The D.G.M (Mines) Agent ,will recommend/certify the same to the finance department for consideration of payment to the agency. The payment will be released after approval from B.H.

## **11. SECURITY DEPOSIT:**

The amount deposited against earnest money deposit (EMD) and performance guarantee of the successful bidder(s) shall be converted into security deposit. The security deposit shall recover from the bills of the successful bidders @10% on the running bills of the tender.

The EMD & performance guarantee which will be converted into security deposit and deduction of security deposit from running bills shall not bear any interest. Security deposit shall be refunded to the agency within 90 days from the date of completion of the job.

**Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)**  
**Regted Office: Plot No.271, Ground floor, Bidyut Marg, Shastri Nager, Unit-IV,**  
**Bhubaneswar, Odisha-758035**

**CHAPTER –III**  
**GENERAL CONDITIONS**

**1. DEFINITIONS:**

- i. **Tenderer / Bidder:** Tenderer / Bidder means a person, Society, Firm or Company  
Willing to participate by accepting terms and conditions given in the tender documents.
- ii. **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial/price bid) submitted by the tenderer for consideration of OMDC.
- iii. **Name of the Tender:** Name of the tender means the work to be performed by the tenderer.
- iv. **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.
- v. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in prescribed format for various activities to be performed by the agency.
- vi. **Price Bid:** Price Bid means document containing the rate to be considered for the purpose of evaluation and award of contract.
- vii. **Agency:** Agency means a person of society, firm, company whose tender has been accepted by the OMDC.
- viii. **OMDC : OMDC means “The Orissa Minerals Development Company Ltd”  
Head Office: Plot No. 271, Ground floor, Bidyut Marg, Shastri Nager,  
Unit-IV, Bhubaneswar, Odisha-751001.**
- ix. **Employer:** Employer means “The Orissa Mineral Development Company Limited”.
- x. **Competent Authority :** Competent Authority means MD or any designated officer by the MD
- xi. **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Value Added Tax, Cess Tax, Entry Tax and any other tax, levy, fees, cess imposed by the government from time to time
- xii. **EMD:** EMD means Earnest Money Deposit of requisite amount to be submitted along Techno-Commercial Bid.
- xiii. **Security Deposit (SD):** SD means Security Deposit to be deducted from bills.



## 2. TENDER SUBMISSION:

The tender Documents complete in all respect shall be submitted in 2 (two) parts i.e Part – I:Techno-Commercial Bid and Part-II: Price Bid sealed in 2 (Two) separate envelopes and clearly super scribing PART- I “Techno- Commercial Bid” & PART –II “Price Bid” on the respective envelopes with the Tender Notice Number. Both the Bids i.e Techno-Commercial and Price Bid shall be sealed in a 3<sup>rd</sup> separate envelop with complete tender details super scribing Tender Notice No & Date, Name & Address of the Bidder and **addressed to Business Head, The OMDC Ltd., At/P.O.- Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.**

*Tenders shall have to be submitted/dropped in the Tender Box of the office of the finance department, OMDC Ltd, AT/ P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Odisha)*

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.

The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.

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.

Tender form containing clerical or arithmetical mistakes may be rejected.

Tender form containing over written or erased rate or rates and amount not shown in figures and words in English will be liable to rejection.

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

Note: i) start up MSMEs are exempted from turnover criteria, from experience criteria and from submission of EMD.

ii) The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

## 3. TENDER OPENING:

**The Part –I,** i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorised representatives at the scheduled time. in the Mines office of OMDC, At/P.O – Thakurani, Via- Barbil -758035 , Dist- Keonjhar (Odisha)

**The Part-II,** i.e. Price Bid of the bidders, whose Techno- Commercial Bid are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

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

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

OMDC also reserves the right to finalize the tender partly or fully. OMDC also reserves the right to cancel the tender.

**4. VALIDITY OF TENDER:**

The tender shall be valid for a period of four months (120 days) from the date of opening of price-bid.

**5. TAXES AND DUTIES:**

The bidders shall quote the price which should include all Taxes, duties and all other levies applicable excluding GST..

**6. AWARD OF CONTRACT:**

**6.1** 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 bidders 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 without assigning any reason whatsoever.

**6.2** OMDC also reserves the right to accept or reject any part or full of the tender without assigning any reason whatsoever, OMDC also reserves the right not to accept the lowest offer and to divide the work amongst more than one agency.

**6.3** Acceptance of the Tender will be intimated to the successful tenderer through a letter of intent. Then the agency will deposit an amount of Rs.50,000/- (Rupees Fifty Thousand only) as performance guarantee in the form of Bank draft. The agency shall then be required to execute an agreement within the time specify in the letter of intent. In the event of failure on the part of agency to deposit of performance guarantee & sign the agreement within the specified time then the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

**7. SIGNING OF AGREEMENT:**

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days and start the work from the date of issuance of work order/ agreement. In case the bidder declines to sign the agreement or to take up the work within stipulated time, he will not have any such claim on the contract.

In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

## **8. TAX DEDUCTED AT SOURCE:**

### **8.1 G.S.T:**

8.1.1 G.S.T if applicable shall be paid to the agency at the prevailing rate. On submission of GST Challan as proof of GST payment and GST(RI) copy subject to confirmation on GST portal.

8.2 Income Tax, works contract tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act, works contract tax act, and or other Act from the gross value of each bill.

## **9. TERMINATION OF CONTRACT:**

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities/ reasons noticed during the tenure of contract. OMDC shall in such event, give 07 (Seven ) days' notice in writing to the agency. The party will be debarred from participation in all OMDC tenders for a period of 05(Five) years.

## **10. COMPLIANCE TO STATUTES UNDER LABOUR LAWS & PROVIDENT FUND:**

The agency shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; 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 agency to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the agency under the contract, including security deposit.

The agency shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employers and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the agency fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the agency(s) or otherwise.

## **11. OBLIGATION OF THE AGENCY:**

11.1 The public analyst must have well equipped standard laboratory and skilled Manpower to conduct timely sampling and analysis.

**11.2** No part of the contract shall be sublet without written permission of the **Business Head** of the company or transfer is made by Power of Attorney authorising others to receive payment on the agency's behalf.

**11.3** With regard to execution of this work, the agency shall abide by the direction of OMDC. The analysis of different constituents of different samples (as per company's requirement) will be guided by the OMDC Officials.

**11.4** It is the responsibility of the agency to collect the information related to despatch and wagon particulars etc. which is required for certification of analysis report will collect from respective Mines Managers, Road and Rail Weighbridge In-charge.

**11.5** The agency indemnifies the company in full for any risk/ thing to be done in connection with the above contract work which were to be done by the contractor which arises on account of his default and/or any un fulfilment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the agency.

**11.6** In the event of agency's failure to fulfil the contract terms for execution of work therein, the company reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.

**11.7** In the event of discontinuity/closure of his establishment connected with the work under contract before the expiry of the contract period, the contractor shall give at least 90 days notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.

**11.8** If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days the contract may be terminated at the discretion of the company.

**11.9** All terms and conditions of the agreement will be operated by the **Business Head** on behalf of The Orissa Minerals Development Company Ltd. or any other officer designated by the Orissa Minerals Development Company Ltd.

**11.10** The analysis report (four copies) should be submitted to the Business Head/DGM(Mines) within 5 days from the date of despatch by rail / road (ex-mines/ ex-plot)

If the agency fails to submit the analysis report of quality control job within the stipulated time period, the penalty @ 5 paisa per ton per day of delay will be levied on certificate quantity . In case the agency is found delay in submission of analysis result regularly then, the work shall be rescinded by forfeiting EMD & Security deposit.

**11.11** The company (OMDC) reserves the right to divide the work amongst more than one party depending upon the exigency of work & the bidder's infrastructural facility at the locality/ worksite.

**11.12** Recovery for defect: In case the agency is found delay in submission of analysis result regularly or submit defective analysis & stock report, then the work shall be rescinded by forfeiting EMD, Security deposit & cancellation of LOI/work order/Agreement in part or full.

If there is any quality deviation or dispute arises, the agency shall be held responsible and the agency has to bear the loss cause to the Company due to the deviation or dispute shall be recovered from security deposited or any other dues of the agency.

**11.13** Accommodation/Transport or any such facility will be arranged by the agency at their own costs

**11.14** All the working tools & Tackles, men, material etc, shall be provided by the agency.

**11.15** **Safety appliances:** The agency should be responsible for supplying of safety appliances like helmet, Safety boots, hand gloves and personnel protection equipments like earplugs, masks are to be provided to the labours by the agency at their own Cost. All safety appliances of reputed make are to be provided by the agency for their workers in presence of Safety Officer of OMDC.

**11.16** The agency liable for payment of all statutory dues like salary, wages, workmen compensation claim, motor accident claim to his workmen and all legal dues payable to them arises during above contract job as decided by court or tribunal etc. The agency is also liable for any tax liveable in respect of this contract and company will not entertain any claim whatsoever in this respect.

## **12. INSTRUCTION TO THE AGENCY:**

**12.1** Tender must be submitted in sealed envelope marking the name of work as mentioned in the tender notice and addressed to the **Business Head**, The Orissa Minerals Development Co.Ltd., Thakurani near Barbil, Dist – Keonjhar (Orissa) on or before the time mentioned in the tender notice. The Tenders will be opened on the same day in presence of the Bidders or their representatives. Tenders sealed and super scribed as above may also be sent by hand only. A tender which is received after the time and date specified above, is liable to rejection. Company is not responsible for any loss

of Tender or late receipt of tenders. Any tender delivered or sent otherwise will be at the risk of the Tenderers.

**12.2** Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

**12.3** If tender quoting rates, different from those prescribed in the tender schedules will be liable to rejection. Tenders not received in the prescribed form as specified therein and without earnest money at the time of opening will be summarily rejected.

**12.4** If a Tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter No. material modifications to the specifications, item description, contract clauses etc. will however, be entertained. Other clarifications may be considered. If the contents of the covering letter are to be considered, as part of the quotation, this should be specifically mentioned by the tenderer, if any of these conditions admitted for consideration has a financial bearing on the cost quoted, and the additional cost arising out of this condition will be added for comparative evaluation of tenders.

**12.5.** Any tender containing clerical or arithmetical mistakes may be rejected.

**12.6** Any request from the Tenderer in respect of additions alterations, modifications, etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender. If the Tenderer, with draws his tender after opening of the tender but before the expiry of the validity period of the tender. The earnest money shall be liable to be forfeited.

**12.7** The successful tenderer shall make his own arrangement for all materials except as specified in the contract (if any).

**12.8** By submitting a tender for the work a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specifications and condition attached thereto.

**12.9** Tenderers must also submit with the Tender copies of testimonials with regard to their experience and satisfy The O.M.D.Co.Ltd.'s authorities on the following points if and when called upon to do so.

(i) His position as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to act as its agent.

(ii) His ability, to supervise his work personally or in the event of ill-health or authorised absence there from to employ a competent and responsible agent who is to be specially named and approved beforehand.

**12.10.** The details of works of similar type and magnitude carried out by the tenderer must also

accompany the tender.

**12.11.** Acceptance of the Tender will be intimated to the successful tenderer through a letter of intent. Then the agency will deposit an amount of Rs.50,000/- (Rupees Fifty Thousand only) as performance guarantee in the form of Bank draft. The agency shall then be required to execute an agreement within the time specify in the letter of intent. In the event of failure on the part of agency to deposit of performance guarantee & sign the agreement within the specified time then the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

**12.12.** If the tenderer has a relative employed in any capacity in The O.M.D.Co. Ltd. shall inform the authority calling for tenders of the fact when submitted his tender, failing which his contract may be rescinded, if the fact subsequently comes to light, and he shall be liable to make good to the employer any loss to damage resulting from such cancellation to the like extent provided in the case of cancellation under general condition of contract.

**12.13.** No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or a special written authority from a duly authorised office of the employer.

**12.14.** No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.

**12.15.** Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.

**12.16.** The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract special conditions of contract specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract.

### **13. DEVIATION:**

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

**14. FORCE MAJEURE CLAUSE:**

If either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control of the parties, provide notice of happenings of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

**15. ARBITRATION:**

*In case of any dispute or difference arising out of the Agreement / Accepted Contract, may be referred to Business Head, OMDC Ltd. Mines Office, Thakurani. In case the dispute is unsettled by Business Head, OMDC Ltd., Thakurani Mines Office, the Agency can refer the dispute to The Managing Director, The Orissa Minerals Development Company Limited, Regd. Office: Plot No.271, Ground Floor, Bidyut Marg, Shastri Nager, Unit -IV, Bhubaneswar, Odisha-751001. & his decision in the matter will be final & binding on the Agency & the company. The arbitration shall be carried out as per Arbitration Act. 1996 & rules made there under as amended from time to time.*

Note: The High Court Cuttack will have the jurisdiction to address any unsettled dispute. (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 agency if awarded.).

**16. 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 may be liable for rejection.

**Business Head**



**ANNEXURE-I**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Plot No. 271, Ground floor, Bidyut Marg, Shastri Nager, UNIT-IV,  
Bhubaneswar, Odisha-75001

PART-I

( TECHNO COMMERCIAL BID: CHECK LIST)

**Sub.:** "Daily sampling & Analysis of Iron Ore ROM, Finished products & Fines of Bagiaburu Mines of The OMDC Ltd, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA) .

**Tender Notice no. : OMDC/ Q.C /2024-25 /01**

**DATE: 05 / 07 /2024**

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., E-mail)		
<b>Please tick (√) mark as applicable</b>		<b>Enclosed</b>	<b>Not Enclosed</b>
3	Cost of Tender document for Rs.630/- of Chapter-II . (Clause No.-5)		
4	EMD of Rs. Rs. 5000/- (Five Thousand only) of Chapter-II . (Clause No.-5) as specified in eligibility criteria		
5	Experience : Details (copy of work orders & work execution/ completion certificate to be attached) as specified in eligibility criteria of Chapter-II . (Clause No.-5)		
6	Average annual turn over: as specified in eligibility criteria of Chapter-II . (Clause No.-5 )		
7.	Registered partnership deed in case of a partnership firm, Memorandum of Article and Article of association in case of a joint stock company, proprietorship certificate duly certified by a Notary in a stamp paper (as per Clause 5 of Chapter-II.		
8.	i) Copy of Income Tax PAN Card ii) Copy of GST Registration iii) Documentary evidence proving legal capacity of		

	the signatory of the tender. iv) Detail list of man power		
9.	Valid NABL accreditation certificate of their local nLab. (to be enclosed) as specified in eligibility criteria of Chapter-II . (Clause No.-5)		
	Well equipped analytical Laboratory at Joda – Barbil region. as specified in eligibility criteria of Chapter-II . (Clause No.-5)		
10.	Undertaking for non-blacklisting / non-debarment in OMDC or PSUs. (as per clause No. 5)		
11.	All Documents as per eligibility criteria of Chapter-II (Clause No. 5).		
12.	List of deviation from tender specification(If any)		

**CERTIFICATE TO BE GIVEN BY THE BIDDER:**

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC.

**SIGNATURE OF THE BIDDER**

**WITH SEAL & DATE**

**UNDERTAKING**

**To**

***The Business Head  
The Orissa Minerals Dev. Co. Ltd  
Thakurani  
Barbil- 758035  
Koenjhar (Odisha)***

**Sub:** "Daily sampling & Analysis of Iron Ore ROM, Finished products & Fines of Bagiaburu Mines of The OMDC Ltd, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA) .

**Tender Notice No. : OMDC/Q.C/2024-25 /01**

**DATE: 05 / 07 /2024**

Dear Sir,

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 instructions in these documents attached here to 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,

Signature of the tenderer With Seal

Encl: List of documents

1. Tender Schedule
2. Part-I Techno commercial Bid
3. Part-II Price Bid.

**ANNEXURE-III**

**ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
(A Govt. of India Enterprise)  
P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)  
Telephone No. : 06767-275530, 275218, 276131  
Regd. Office: Plot No. 271, Ground floor, Bidyut Marg, Shastri Nager, UNIT-IV,  
Bhubaneswar, Odisha-75001

**PART-II**

**PRICE BID**

“Sampling & analysis work of Iron Ore ( ROM, finished products, fines and stack sampling at our Bagiaburu Mines of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO-THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

**TENDER NO: OMDC/Q.C /2024-25/ 01**

**DATE: 05 / 07 /2024**

Place of work	Descriptions of work	All inclusive rate Rupees/MT. (Excluding GST)
Bagiaburu Iron Ore Mines, 21.52 Ha. Area	“Sampling & analysis work of Iron Ore ( ROM, finished products& fines) at our Bagiaburu Mines on daily (regular) Basis.”	RS.  .....

( Price in Word:

)

Note) Bidders are required to quote inclusive of all value, but excluding the GST which will be paid as per applicable.. Price quoted in word is taken into consideration if any mismatch found in figure and word.

I/We confirm that above mentioned all inclusive rates for the work as described above shall be kept firm during the tenure of the tender in accordance with the various provision of the tender documents.

Full Address.....

SIGNATURE OF THE TENDERER

WITH SEAL

