

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

**Mines Office: THAKURANI, BARBIL.DIST-KEONJHR, ORISSA-758 035  
REGD. OFFICE: AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091**

**EOI NO: OMDC/EOI/2010-11 Dated: 05.09.2010**

**CHAPTER-I**

**Name of work:- HIRING OF EQUIPMENT FOR DEVELOPMENT RAISING, SIZING TRANSPORTING AND LOADING OF IRON ORE AT OMDC MINES, BARBIL, DIST. – KEONJHAR, ORISSA**

The Orissa Minerals Development Company Limited (OMDC), is having 5 (Five) mining leases having deposits of Iron Ore situated around Barbil, Dist-Keonjhar, Orissa. The Company invites “Expression of Interest” from the interested agencies fulfilling eligibility criteria for empanelment of the capable agencies. OMDC will invite offers/price bids from the so empanelled agencies only for carrying out the job of Development, raising, sizing and transporting and loading of Iron Ore from various leasehold area of OMDC for a period up to 4 (four) years. One Bidder may be given Job for one group of Mines only having production capacity of 1 to 3 Million Tonnes Per Annum.

NOTE: Submission of Tender Document does not guarantee the Bidder for empanelment as contractor.

1. Geological Reserves of Iron Ore:  
206 Million Tonne (approx.)

2. Intended Production

The OMDC is planning to upgrade its production from 2(Two) million tonne per annum to 10(Ten) million tonne per annum. The selected agency/agencies may be awarded the job of Development, Raising, sizing and transporting and loading of Iron Ore from various leasehold area of OMDC from 1(One) million tonne per annum to 3(Three) million tonne per annum as per requirement.

3. Sealed Tender Documents in prescribed format are invited from reputed parties having heavy earth moving equipments with minimum 3 years of experience in Raising of minerals of minimum 10,00,000 MT/per annum in any year of last three years in any reputed organization, for taking of the jobs of Development of Mines, Raising, Transporting & Loading of Iron Ore of different sizes and qualities at OMDC Mines near Barbil, Dist-Keonjhar (Orissa)-758 035.

4. **General Description of Scope of Work:**

The Bidder shall develop the mines by excavating, loading and transporting the overburden/ rejects/spoils/spurious materials to the dump yard at specified places within a radius of 3 kms. in the Mines as per approved mining plan by Indian Bureau Of Mines (IBM) and excavate, raise the iron ore of specified qualities & quantities and transport the

same to separate stock yard and subsequently transport to Railway siding plot of the Company, and Load the Iron Ore Stock to Railway wagon /Road vehicles for despatch as per requirement.

**5. Price Bid:-**

**6. Tender Document Submission:-**

A non transferable Tender Document documents can be obtained from the following addresses on payment of Rs. 2,500/-[Rupees Two thousand Five hundred only] in cash on any working day on or before 12.00 noon dated..... during Office hours and can be also downloaded from the website [www.birdgroup.gov.in](http://www.birdgroup.gov.in)

[a] The Sr. Manager (Finance), The Orissa Minerals Development Co. Ltd., Thakurani near Barbil, Dist-Keonjhar

[b] The Dy. Manager [Commercial],The Orissa Minerals Dev. Co. Ltd. at AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091The downloaded Tender Document documents should be submitted along with a Demand Draft of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) in favour of “The Orissa Minerals Development Company Limited” payable at Barbil towards cost of the same. In case of downloaded Tender Document, the bidder has to submit an undertaking on the company’s letter head that no amendment have been made in the Tender Document downloaded from company’s website, at the time of submission of the Tender Document. Any changes and/or addition and/or alteration and/or amendments of the Tender Document by the party shall render the Tender Document of the said party Disqualify & Rejected. In case of non submission of cost of Tender Document, the Tender Document shall be liable for rejection.

6.1. Tender Documents in the prescribed format complete in all respects accompanied with earnest money of Rs. .... in the form of Bank draft/Pay order drawn on any Scheduled Bank in favour of “The Orissa Minerals Development Company Limited”, payable at Barbil should reach or dropped in the Tender Document box of the office of the General Manager/Dy General Manager (I/C), Barbil within 3:00 PM of .....

6.2. The Tender Document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and Price bid shall be sealed in separate envelopes with complete Tender Document details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope super scribing the Tender Document No. and date.

6.3. a) The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3:30 P.M on ..... in the Office of the General Manager / Dy General Manager (I/C), The O.M.D. Co. Ltd., At/P.O.-Thakurani near Barbil, Dist- Keonjhar (Orissa).

b) Part –II i.e. Price Bid of the Agency, whose Techno Commercial bid are found acceptable, shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the

decision of the company shall be final and binding on the Tender Documenters.

**Note: -** (Bids received after 3 P.M. but before opening at 3.30 P.M. may be accepted & opened at the discretion of the OMDC authority, but bids received after 3.30 P.M. will be rejected.)

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

7. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the Tender Document and in such an event no claim of any Tender Documenter for such a decision by the company shall be entertained.

8. The validity of the offer shall be for 120 days from the date of opening of the Techno commercial bid.

9. Interested Parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the Tender Document before submission of Tender Document documents.

10. The successful bidders are expected to sign an agreement within 10 days from the date of issue of LOI and required to give an undertaking that they will abide by all the terms & conditions of the Tender Document as per format given in annexure - II. Conditional Offer may be liable for rejection.

11. The expected date of commencement of Mines Development & Mining work will be within 30 days from the date of issue of L.O.I. as the installation and communication of Crusher and Siding plant shall be completed within 120 days from the date of issue of L.O.I.

12. The period of work shall be for four years from the date of issue of LOI, Which may be extended up to a further renewal of two years on satisfactory performance presently terms and condition at the sole discretion of OMDC at per.

13. The prospective Bidders are expected to visit the Mines of OMDC around Barbil and get acquainted with the local conditions, logistics, nature of Iron Ore deposits etc. before submission of Tender. Submission of the Bid will construe that the Bidder have got acquainted with all local conditions and no plea of ignorance shall be entertained afterwards.

**THE ORISSA MINERALS DEVELOPMENT COMPANY LTD.**

**Sd/-**

**Dy. General Manager (I/c)**

## **CHAPTER-II**

### **1. SCOPE OF WORK**

- i) The Agency shall develop the mines by excavating, loading and transporting the overburden/ rejects/spoils/spurious materials to the dump yard at specified places within a radius of 3 kms. in the Mines as per approved mining plan by Indian Bureau Of Mines (IBM) and excavate, raise the iron ore of specified qualities & quantities and transport the same to separate stock yard and subsequently transport to Railway siding plot of the Company, and Load the Iron Ore Stock to Railway wagon /Road vehicles for despatch as per requirement.

### **2. CONTRACT PERIOD :**

The period of work shall be for **four years** from the date of issue of LOI. However it may be extended up to a further period of two years on satisfactory performance of the Contractor at the same terms and condition at the sole discretion of OMDC.

### **3. AREAS OF MINING OPERATION :**

3.1 Bhadrasai Mines, Kolha Roida Mines- Roida, Belkundi– Baghiaburu Mines near Barbil, Dist-Keonjhar (Orissa)-758 035. The Bidders shall be informed about the specific area during presentation by the company. However the prospective Bidders are expected to visit the Mines of OMDC around Barbil and get acquainted with the local conditions, logistics, nature of Iron Ore deposits etc. before submission of EOI. Submission of the Bid will construe that the Bidder have got acquainted with all local conditions and no plea of ignorance shall be entertained afterwards.

The prospective Bidders may contact the Dy. General Manager (I/C) of OMDC at Thakurani, Via-Barbil, Dist.-Keonjhar, Orissa. His Contact Nos. are: (06767) 275379 / 276110, 09437075298 (M), Email: [mkhageswar@yahoo.com](mailto:mkhageswar@yahoo.com) for their visit to Mine locations.

3.2 Development and Mining/ Rising are to be done as per the mining plan approved by the IBM. Any violation will attract penal action, as stipulated in para-6 of chapter-III including termination of the contract at the risk and cost of the Agency.

3.3 In case of enhancement of production from 10,00,000 MT to 30,00,000 MT per annum, the working site of the Agency may be changed and in such case, site plan issued/enclosed shall be modified / Changed accordingly at the sole discretion of OMDC.

### **4. REOURIMENT OF EQUIPMENTS :**

4.1 For proper execution of Development, mining, sizing, transporting and loading into Railway Wagon / Tippers for dispatch of Iron Ore as envisaged in the scope of work. The following equipments will be tentatively required:

Sl. No	Type Of Equipment	Minimum Capacity	Number of Units
I	EXCAVATOR	2.2 CuM	4
II	TIPPERS	20 TONNER	20
III	PAY LOADER	1.5 CuM	4
IV	DRILL MACHINE	100 mm DIA	4
V	WATER TANKER	6000 LTR	2
VI	MOBILE CRUSHER & SCREENING UNIT	200 TPH	1
VII	ROAD GRADER	140 HP	1
VIII	DOZER	180HP	1

4.2 The Agency is expected to deploy above required equipments for Development & Mining Work within 30 days from the date of issuance of LOI. Commissioning of the Crushing & Screening Unit should be within 120 days from the date of issue of LOI, failing which the Agency will be penalized as stipulated in Para -6 Chapter-III under penalty clause. Tippers / Dumpers / HEMM engaged for the work must have valid registration as per Motor Vehicles Act and the operators must possess valid licence.

**Note:-** i) If the production of the Agency is not at desirable level, OMDC may deploy the Machine from outsource at the cost of the Agency.

ii) The Number of equipment can be increased or decreased as per requirement of work by giving 30 day's notice to the Agency by GM/Dy. GM (I/C) of OMDC.

**5. EARNEST MONEY DEPOSIT:**

Earnest money deposit:

i) The bidder has to submit non-interest bearing EMD of Rs. .... along with Bid in shape of Bank draft/Pay order drawn on any Schedule/Nationalized Bank in favour of The Orissa Minerals Development Company Limited (OMDC), payable at Kolkata. Name of the remitter shall be mentioned in the DD/PO.

ii) Cheques, Bonds, guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes and cash certificates) will not be accepted towards the earnest money.

iii) Tender Document without prescribed earnest money shall be rejected.

iv) Earnest money shall be refunded to the unsuccessful bidders after completion of empanelment procedure, which bears no interest.

**6. ELIGIBILITY CRITERIA:**

6.1 i) Experience certificates for raising of minerals of minimum **10,00,000 MT**/per annum in any year of last three (3) years in any reputed organization.

ii) Experience in the name of the partners of the firm or that of Director Of the company will be considered as experience of the firm/company

Participating in the Tender Document.

- iii) In addition to Partnership Firm and Companies, the consortium of registered firm / companies incorporated under Company's Act 1956 shall also be eligible to participate in the Tender Document. In such case, the relevant document of all the firms / companies of such consortium is to be submitted along with EOI Bid.

6.2 The bidders are required to submit proof of ownership in the name of the Firm/company of the following equipment along with the Techno commercial bid. Age of the machine should not be more than 3 years old.

Sl. No	Type Of Equipment	Minimum Capacity	Minimum Number of Units
I	EXCAVATOR	2.2 CuM	4
II	TIPPERS	20 TONNER	20
III	PAY LOADER	1.5 CuM	4
IV	DRILL MACHINE	100 mm DIA	2

**Note:-** The ownership of equipment of partners of the firm or that of Director of a company will be considered as ownership of equipment of firm / company / constituents participating in the Tender Document. The Bidders are required to submit an undertaking that they have the ability to deploy additional equipments like Crushing & Screening Units of adequate capacity.

6.3 The bidder has to submit non-interest bearing EMD of Rs. .... along with Bid in shape of Bank draft/Pay order drawn on any Schedule/Nationalized Bank in favour of The Orissa Minerals Development Company Limited (OMDC), payable at Kolkata. Name of the remitter shall be mentioned in the DD/PO. Non submission of the EMD will disqualify the Bidder & his Bid will be liable to be rejected.

6.4 The minimum turnover of the Tender Documenter/Tenderer should be Rs.100 crores per annum in any of the last three financial years.

**Note:** However, the quantum of Annual Turnover may be relaxed to the extent of 10% by the Company in case of participating Company qualify in all other criteria.

**7. Document required:-**

- 7.1. Registered Partnership Deed in case of a Partnership firm.
- 7.2 Memorandum & Articles of Associations in case of a Joint Stock Company.
- 7.3 Copy of PAN as per Income Tax Act, Service Tax No. and P.F. registration No.
- 7.4 Photo Copy of the latest Income Tax Return Signed by a Chartered Accountant.
- 7.5 An undertaking, in company /firm's letter head is required to submit that the party is not debarred/blacklisted by any PSU and OMDC 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 he is fully satisfied and accepted all terms and condition of the Bid as per undertaking format attached (Annexure–II).

7.7 If the bidder is having registered partnership deed must be furnished with Tender Document.

## **8. SAMPLING & ANALYSIS :**

Sampling & Analysis shall be conducted by the OMDC's Quality Control department of Mines/Public Analyst under guidance of Mines Manager. If the material is not found suitable, recovery /deduction shall be made from Agency's bills as per penalty clause of chapter –III.

## **9. DRILLING & BLASTING :**

[I] The Agency should deploy adequate Numbers of wagon drills with Air Compressors for large hole dia. drilling along with Jack Hammer drills.

[II] Blasting shall be done by the company. The cost of explosives issued for blasting shall be borne by the Agency.

[III] In case the Agency fails to engage adequate Numbers of drill machine directly affecting the production, the company reserves the right to deploy drill machines and recover the cost from the Agency's bill.

## **10. NORMS OF DEVELOPMENT, MINING & TRANSPORTING AND LOADING OF IRON ORE**

10.1 The development, raising and transportation of iron ore is to be done as per IBM approved mining plan, forest and environment guidelines and instruction issued from time to time by concerned authorities. The agency shall solely responsible for any breach / violation and also indemnify OMDC for any loss suffered by OMDC on account of such violation by the Agency.

10.2 Quantity indicated in this Tender Document is only indicative. Actual quantity required per quarter/year may vary depending on the market demand. On quarterly basis the Agency will be asked to produce and transport of lump ore, sized ore and Fines to TK. Rly. Siding/ Plot as the case may be and loading in Railway wagons/ Road Vehicles as per requirement.

10.3 The agency (Successful Bidder) is expected to deploy/engaged required manpower from separated workers by the previous Agency, with the prior consent of the competent Authority. However while engaging the worker the seniority shall be as per the statutory provision & guideline of RLC/ Labour Department.

10.4 Necessary development work shall be carried out by the Agency. The mine roads shall also be maintained by the Agency.



10.5 The Agency shall maintain the mining benches and Roads as per provision of Mines Act, 1952 and Metalliferous Mines Regulations, 1961 & mining plan is approved by IBM and will follow Environment guideline issued by the Government of India State Pollution Control Board.

10.6 The Agency must ensure that the transporting is done only for the materials which meet the stipulated specification under the scope of work. The ore transported to stock yard (Roida) and from there to Thakurani crusher/ Railway Siding/ sponge iron plant would be weighed in the company's notified Road Weighbridge the quantity of ore transported shall be ascertained by the measurement of the volume converted to tonne by means of conversion factors accepted by the Steel & Mines Dept. Govt. of INDIA. The quantity of ore will be as certified by OMDC's Quality Control Department or Public Analyst which shall be the basis for payment.

10.7 The Successful bidder will be expected to transport the ore from the pit heads to stock yard and from there to railway siding TK number-1 and loaded the same in to railway wagon. The agency may also be required to load the same in the vehicle/Dumper/truck for Road despatches.

10.8 The Successful bidder will be obliged to load to railway wagon as per permissible wagon load capacity and in case of excess quantity loaded resulting in imposition of penal freight / demurages etc. shall be borne by agency.

In case of under loading the dead freight is also to be borne by the agency.

10.9 The Successful bidder will be obliged to compensate OMDC for any loss of Royalty in case of shortages including railway wagon or road ways. Beside, the agency also obliged to compensate OMDC for the Material value calculated at sale price per MT basis for the shortage quantity.

**Note:** Agency will have no claim on account of loss /reduction in indicative work as specified in Para 1 of Chapter- II.



**CHAPTER-III**

**GENERAL CONDITION**

**1. DEFFINATION:**

- a) **Tender Documenter/Bidder:** Tender Documenter/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the Tender Document documents
- b) **Tender Document:** Tender Document means the work to be performed according to the Tender Document (both technical and commercial) submitted by the Tender Documenter for consideration of OMDC.
- c) **Name of the Tender Document:** Name of the Tender Document means the work to be performed by the Tender Documenter.
- d) **Techno-commercial Bid:** Techno-commercial Bid means documents regarding legibility condition as stipulated in the Tender Document documents for qualifying the bidder for consideration of the Price Bid
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the Tender Documenter in the prescribed format for various activities to be performed by the Agency.
- 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) **Agency:** Agency means the person or society, firm, company whose Tender Document has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Minerals Development Company Ltd.” A company incorporated in India and having its registered office at AG-104, “SOURAV ABASAN”, 2<sup>nd</sup> FLOOR, SECTOR-II, SALT LAKE CITY, KOLKATA-700091.
- i) **Competent Authority:-** Competent Authority means CMD or any designated officer by the CMD.
- j) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.
- k) **MT:** Metric Ton.

**2.EARNEST MONEY:**

2.1 Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money & no interest will be paid on EMD.

2.2 Tender Document without prescribed earnest money shall be rejected.

2.3 Earnest money shall be refunded to the unsuccessful bidders after the finalisation of the Tender Document.

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

3.1 Recovery of security deposit @ 2% of the value of the work done shall be made by the OMDC on the gross value of the running bill of the Agency. However the amount so accumulated at the end of the 1st year will attract interest at the rate of 3% for the subsequent period till expiry of the contract. This formula will be repeated for working of interest on amount accumulated for the subsequent period.

Example:-

# At the end of the 1st year, say Rs. One crore is the accumulated amount which will attract interest @ 3%P.A for the remaining period of contract if extended.

**3.2 REFUND OF SECURITY DEPOSIT:**

The security deposit shall be refunded to the Agency within 90days from the date of completion of contract work on production of certificate from Mines Manager and Agent by the Agency having disbursed all labour payments including all statutory payments. The Agency shall also furnish a certificate from the Head of the Personnel department stating that he has cleared and performed his obligation whatsoever under this contract.

**4. SUBMISSION OF TENDER:**

The Tender Document shall be submitted in parts i.e. Part-I i.e. Techno-Commercial Bid and Part-II i.e. Price Bid in separate covers super scribing for which the Tender Document is submitted, name and address of the Tender Documenter. Both the above covers shall be put in another covers super scribing the job for which the Tender Document is submitted along with address of the Tender Documenter.

The Tender Document shall be submitted to the GM/DGM (I/C), The Orissa Minerals Development Company Limited, At/P.O. - Thakurani near Barbil, Dist- Keonjhar (Orissa) on or before 3-00 P.M of.../.../2010.

**5. (A) OPENING OF TENDER DOCUMENT:**

The Technical bid part-I shall be opened on .. /.../.2010 at 3.30 P.M in the office of the GM/DGM [I/C], The Orissa Minerals Development Company Limited, At/P.O.- Thakurani near Barbil, Dist-Keonjhar (Orissa) in the presence of the Tender Documenters or their accredited representatives. The date of opening of price bid shall be intimated to the Tender Documenter whose techno commercial bids found acceptable.

**B) EVALUATION OF THE BIDS**

- I) The Part-I Techno commercial bid: Parties who will fulfil all requisites condition of eligibility clause 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 party will be treated as L1, if the rate quoted by such bidder for Part –II (Price Bid) is the lowest among all the technically qualified bidders.

**6. PENALTY :**

6.1 In relation to non compliance of production as per the physical & chemical specification as indicated in para- 1 of scope of work given in chapter-II, the rate of penalty shall be as under:

6.2 If any material is found beyond tolerance limit of chemical & physical specification as given in Scope of work of Chapter –II, a notional amount of Re. 1/- per M.T. shall be paid to the Agency towards development and raising cost of the material as well as transportation & loading cost.

6.3 The Agency is expected to develop the mine by removing insitu body consisting of hard/ semi hard/ loose/rejects/spoils/spurious materials and dump at specified place as per approved mining plan and procedure Iron Ore as per schedule of production given in Scope of work, failing which he may be penalized. Besides, the company may get the work done at agency's risk & cost.

6.4 The agency is obliged to produce Iron ore as per chemical & physical specification & scheduled production given in scope of work in Chapter II and as per approved mining plan failing which he may be subjected to penalty @ 10% of the contractual rate per M.T for the shortfall quantity, unless the loss of production is attributed to force majeure clause. Quarterly production schedule will be the basis for purpose of imposition of penalty from 2<sup>nd</sup> quarter from the date of issue of LOI.

6.5 If agency violets the mining plan during development or mining of Iron ore, he will be under obligation to rectify the violation, failing which OMDC will get the same rectified at the risk & cost of the Agency.

## **7. Award Of Contract**

7.1. The company reserves the right to accept or reject any or all Tender Documents or distributes the work amongst different Tender Documenters without assigning any reason thereof.

7.2. 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 Document without assigning any reason whatsoever. For such cancellation the Tender Documenter 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.

7.3. OMDC also reserves the right not to accept the lowest offer and to divide the work to more than one party/ parties.

7.4. OMDC shall not be liable for any delay in receipt of the Tender Document by the Tender Documenters due to postal delay and no extension of time to the date of Tender Document opening shall be given for this reason.

## **8. Signing of Agreement and execution of work.**

8.1 The successful bidder is expected to appear in the office of GM/DGM (I/C) to sign the contract agreement within 10 days and to start the work within 15 days from the date of issuance of LOI. In case the Tender Documenter is decline to sign the agreement or to take up the work within stipulated time, in such eventuality the Agency shall be penalized as per clause -6 of chapter III.

8.2 In case the Tender Documenter declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the Agency's in such eventually, the Tender Documenter have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

## **9. Working hours:**

The working time at the Mines Head and at crusher plant site shall be during the working hours between 7 AM to 5PM on all working days. On Sundays/Holidays the job shall have to be done by the Agency's as per the requirements which shall be at the discretion of OMDC. No extra cost shall be paid by OMDC for such work on Sundays/Holidays.

## **10. Obligation of the Agency:**

10.1. The Agency shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of Agency/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.

10.2 The Agency shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Mines Office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions act, 1952.

10.3 For any materials supplied, services rendered by the company which are not expressly specified to be provided free of cost under the terms of contract by the company, full cost of the same (including Tax) plus 17.5% of the cost as usual charges towards storage, supervision, transport etc. is to be realized from the Agency(s) bill or otherwise.

10.4 The Agency shall reimburse the cost of medicines and other medical facilities, if any, given to the workers of the Agency(s) at the company's Hospital/Dispensary by the company within its available medical facilities.

10.5 Safety / Protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the Agency to all his entitled workers at its own cost. The Agency has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the Agency fails to provide safety equipment, the Mines Manager shall procure the safety equipment and supply to the workers of the Agency(s). The cost of procurement plus 17.5% of cost as usual charges of supervision etc. shall be recovered from Agency(s) dues or otherwise.

10.6. Registered partnership Deed in case of a partnership firm. If the bidder is a partnership firm, a registered deed must be submitted

10.7. Memorandum & Articles of Association in case of a Joint Stock Company.

10.8. Copy of PAN as per Income Tax Act, Service Tax No. and P.F registration No.

10.9. Photo Copy of the latest Income Tax Return Signed by a Chartered Accountant

10.10. An under taking, in company/ firm's letter head is required regarding that the party is not debarred/blacklisted by any PSU and OMDC at any point of time.

10.11 A declaration to be submitted that the bidder has carefully read all terms and conditions of the Tender Document and he is fully satisfied and accepted all terms and condition of the Tender Document as per undertaking format attached as per (Annexure-II).

### **11. Required document from Tender Documenter:-**

Tender Documenters, along with Tender Document (Techno-Commercial Bid), shall submit the following authenticated documents.

Details and documents regarding financial status of the firm like latest Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the Tender Documented work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tender Documenters.

### **12 SPECIAL CONDITIONS:**

12.1. The Tender Documenter shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the Tender Document and specification, OMDC shall not entertain any request for clarification from the Tender Documenter regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the Tender Document. No claim for financial adjustment to the Agency may be entertained by OMDC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OMDC which are based on the lack of clear information.

12.2. The Tender Documenter shall submit the list of equipment/machineries to be deployed to the Mines Manager for the job as stated in the part-I techno commercial bid. The Tender Documenter should submit the documents to proof their ownership of equipments / machineries. The list of all equipment should be completed with a brief specification including type/make/model/size/rating capacity etc.

### **13 PAYMENT & SETTLEMENT OF DUES :**

- 1) The Agency will be entitled for 50% of the amount of ore produced on the basis of quantity of Iron ore delivered at the nominated stockyard as per the quantity specifications given in Scope of Work of Chapter 2. Balance 50% will be paid after the said material is sold and dispatched to the customers.
- 2) The monthly bill will be subject to deduction of the TDS, any other dues levied by the Government, penalties/ other deductions, if any, as per the contract.
- 3) The Agency is expected to submit the duly verified bills from the Mines Manager to Finance Officer by 10<sup>th</sup> of the succeeding month. The Finance Officer will arrange 50% of payment of the bill within 7 days & balance amount as per entitlement within 30 days from submission of the bill.

### **14 TOOLS AND IMPLEMENTS :**

No tools and implements for the work shall be supplied by OMDCL. For any materials supplied by OMDCL, full cost of the same (including tax) plus 17.5% of the cost as usual charges towards storage, supervision and transport etc. shall be realized from the Agency(s).

**15. TAX DEDUCTED AT SOURCES:**

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

**16. UNLOADING AT SITE:**

16.1 The tippers/ dumpers carrying the approved grade of Iron Ore shall be Unloaded at the Stock yard as per direction of the Mines Manager or any authorized representative of the company.

16.2 Agency should maintain proper record in respect of Quantities unloaded at railway siding/stockyard/nominated plot.

**17. TERMINAL BENEFIT OF THE EMPLOYEES OF THE AGENCY**

“The Agency has to submit an irrecoverable Bank Guarantee in favour of **THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED** for an amount of Rs. 16 (Sixteen) Crores (Rupees Sixteen Crores only) having validity period of Four Year Six months from the date of issuance of LOI/WORK ORDER whichever is later. The Bank Guarantee is to be submitted at the time of agreement. The Agency should obtain the “draft Bank Guarantee format” from the Sr. Manager (Fin) OMDC Thakurani. The OMDC shall have absolute right to encash the said Bank Guarantee in the event of failure of the Agency to discharge their statutory liabilities towards their employees and other related dues. However, this does not absolve the Agency from his statutory liability or otherwise which may be found more than the amount of Bank Guarantee towards terminal benefit.”

**18. ROYALTY, TAX ETC.:**

All payments towards Royalty & Cess on Royalty payable to the Central and State Government and/or local self administration as Cess Revenue in connection with this work shall be paid by the company but forest enumeration in the mining area and felling, sizing and stacking of trees for the purpose of mining operation as permissible under relevant act and Rules will be done by the Agency(s) at his own cost and he will have no right over the timber and hand over the same to the company.

**19. ESCALATION:**

- i) Normally no escalation in any form will be entertained during the tenure of the contract. However, in case of increase in price of the HSD and labour rates and in minimum wages over the prevailing rate (on the date of awarding contract/ L.O.I), escalation may be considered as per following:-  
In case of any increase in minimum wages or VDA by the Government of India and its settlement by OMDC, the same shall be applicable to identified contract workers engaged in Iron Ore raising. On revision of minimum wages or VDA, revised rate of wages shall be implemented as per the practice followed by OMDC, Barbil. The agency



will re-imbursed differential amount of wages and VDA to be applicable on per M.T basis.

- ii) Not withstand with above If there is any increase in Taxes, Duties & Levies or imposition of any new Taxes, the same also be considered for increase. However in all the above cases, the Agency required to submit the documentary proof from the appropriate Govt. Authorities.
- iii) The impact of escalation will be considered at the sole discretion of the management Once in every 6 months from date of commencement of work.
- iv) The first escalation may be considered only after (6) Six months from the date of awarding the contract and the subsequent escalation would be considered at the interval of 6 months from the previous revision.

## **20. LEGAL & MISCELANEOUS OBLIGATION:**

20.1 Depending upon the work load, the Agency(s) should assess the requirement of the workmen. The required workmen to achieve the production schedule by the Agency(s) should be taken preferably from the existing strength of outgoing Agency if any with prior permission of the management of the company.

20.2. The Agency shall submit a list of workers / employees to be engaged by him along with their rates, scale of pay/wages, respective date of appointment and such other details as may be required by the company. Any deviation from above will be treated as breach of contract and the management will be force to take appropriate action against the Agency including termination of the contract.

20.3. The Agency shall report occurrence of all accidents in the Mines including particulars of his employees involved and effect payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the Agency must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities. In the event of Agency's failure to pay / deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act, the 19 company shall have the right to set aside the relevant amount from the bills or other assets of the Agency with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the Agency shall bear the full responsibilities in this behalf.

20.4. The Agency shall comply with all provisions laid down in the Industrial Dispute Act in matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said Act and Rules framed there under as amended from time to time by the Central Government in the matter of retrenchment, lay off and conditions of service of the employees engaged in his work. Besides he shall adopt all measures in the direction of maintenance of perfect industrial peace in the works allotted to him. Any failure in this respect shall be treated as disqualification of the Agency and the management shall be free to take appropriate action against the Agency including termination of contract.

20.5. The Agency shall make his own standing order for the labourers engaged by him and get the same approved through the concerned Regional Labour Commissioner or other appropriate authorities and implement the same in conformity with the provision of Industries Employment Standing Order Act. In absence of such standing orders, the model standing orders shall be implemented.

20.6 The Agency shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition and Regulation) Act,1971, and the rules made there under and as amended from time to time. The Agency shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the Agency any cost of expenses that it may have to incur or suffer on account of Agency failure.

20.7. Copy of labour licence issued by Central Labour Authorities under the Contract labour (Regulation & Abolition) Act, 1971, as an evidence for similar jobs executed and having engaged labourers on raising / mining job earlier in Government Company, Public Undertaking or in any organization of repute. Necessary Labour License Certificate for the Tender Documented job, if awarded, is to be procured from the concerned authority and produced within the time specified in the L.O.I.

20.8. An attested copy of P.F registration certificate, within the time specified in the L.O.I.

20.9. Detailed lists of Technical, Managerial and Supervisory Personnel with name, age, qualification and experience including Directors in respect of Company and Partners in respect of Firm

20.10. The Agency shall abide by the decisions / recommendations/award of the Court / Labour Court / Industrial Tribunal / Wage Board or Commissions appointed by the appropriate Government in respect of this industry and shall ensure implementation of the provision of the decision / award / recommendation from time to time and maintain such relevant records and registers as are required to be maintained under those legislations/awards/decisions and produce them before the officers of the company and other statutory authorities as and when required. Any award for relevant industry shall be implemented if required within the rate decided in respect of this contract without any additional financial liability to the company.

20.11. The Agency shall be responsible to comply the provisions under the Mines Act 1952 Regulation and Rules framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of mines .Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit ,including termination of the contract.

20.12. Vocational Training to Agency's worker is compulsory and will be provided by the company. But daily wages of the workers during the period of initial training as well as for refresher course as per the VT rules and the cost of photographs will be borne by the Agency.

20.13. The Agency shall solely be responsible in respect of payment to the laborers under the payment of Bonus Act, 1965. He shall also be solely responsible for maintenance of records in

respect of the above payments and submission of returns in accordance with the provision of the said Act. The Agency shall have to submit all statutory records and returns etc. in respect of his work to the Mines Manager or any other authority as and when required for verification and such records are to be maintained as per the direction of Mines Manager.

20.14. In all matters connected with labour and staff under this agreement, the Agency shall be employer as defined in the various Acts, Rules, Regulations pertaining to the nature of work involved. The Agency shall have to obtain a license under section 12 of the contract labour (Regulation & Abolition) Central Rule, 1971. No Agency to whom this act applies shall undertake or execute any work through contract labour accept under and in accordance with a license issued in that behalf by the licensing authorities. In the event of Agency's failure to do so, the OMDCL shall be free without prejudice to its other rights remedy the breach and recover the cost thereof by making deductions from the Agency bills, security deposit or otherwise.

20.15. The Agency shall at his own cost provide housing accommodation to his employees and the company shall be under no obligation to provide such accommodation. If any land is made available on rental basis by the company to the Agency for building of temporary huts for accommodation to his workers the Agency shall have no right whatsoever on the land on which such huts are/have been constructed and the Agency shall not be entitled to transfer such huts or houses to any person. He shall not make any additions or alterations to any existing building without prior permission of the company or any representative duly authorised in this behalf. The Agency(s) will use the existing available hutting / quarters for his workers at a nominal rent that will be fixed by the competent authority of the company. However, it will not be obligatory on the part of the company to provide hutting / quarters to the Agency's workers.

20.16. In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the Agency or his employees the company shall be entitled to recover from the Agency(s) and the Agency will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the Agency.

20.17. The Agency shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the Agency liable to the company or any expenses or liabilities incurred by reason of such failure.

20.18. The Agency shall report immediately non compliance of the provisions of Forest Conservation Act and Rules made there under. Any penalty damage etc imposed shall be borne by the Agency and will be recovered from the Agency dues or otherwise.

20.19. The Agency shall at his own cost, observe perform and comply with the provisions of all statutory enactments, rules, regulations and byelaws framed there under as are applicable or made applicable for control / operation / regulation of mines during the execution of work and shall maintain such registers, documents, records etc. as are required under the various statutes, for production of the same before the Employer and / or other statutory authorities prescribed in this behalf, as and when required. Non compliance of the provisions / stipulations of these Acts / Rules will render the Agency liable to payment of necessary compensation / penalty, as deemed fit by the Employer. It will be the sole responsibility of the Agency to ensure all kinds of statutory payments

to his workers and submission of return etc. to various statutory authorities in time. In case of Agency's default in making statutory payment in time, the Employer reserves the right to deduct necessary amount from the agencies towards such payments.

If the Employer enter & expel the Agency under this clause he shall not be liable to pay to the Agency any money on account of the contra cast unit the expiration of the period of contract and thereafter until the costs of completion and damages and all other expenses incurred by the Employer have been ascertained. The Agency shall then be entitled to receive only such amount (if any) as the Mine Engineer may certify to be due to him upon the completion by him after deducting the said amount payable to Employer. But if such amounts shall exceed the sum which would have been payable to the Agency on the completion by him then the Agency shall upon demand pay to the Employer the such excess amount and it shall be deemed a debt by the Agency to the Employer and shall be recoverable accordingly.

20.20. The Agency shall ply trucks and / or dumpers for transportation of despatchable ores. He shall provide licensed drivers and authorized helpers for the trucks and dumpers. Loading into trucks and dumpers and unloading at the railway siding or nominated places will be arranged by the Agency. For this operation, the Agency must arrange adequate fleet or truck / dumpers. In case the Agency fails to engage the adequate number of trucks / dumpers and there is accumulation of stock which is directly or indirectly affecting mining operation the company reserves the right to do the job and recover the cost from the Agency. The Agency shall maintain relevant records, registers required to be maintained as per law.

20.21. All vehicles engaged for this work must be duly registered and fully insured against third party risks and must have fitness certificate, Road permit, Tax token etc. issued by road transport authorities of Orissa as required. The Agency shall be liable for all compensation that may arise for any accident, death, injury occasioned by or during the operation of the job.

20.22. The Agency shall declare ten holidays for the workers as notified by the company and also 18 days sick leave with full pay within a calendar year in addition to leave admissible under Mines Act, 1952.

20.23. The Agency shall ensure adequate facilities to the piece rated workers engaged by him so that their minimum earnings per day per head are not affected as per law.

20.24. In the event of Agency's failure to pay his workmen at full rate to cover minimum earnings, the company shall arrange to disburse the same to his workmen and recover it from first subsequent bill due to the Agency or from his security deposit or otherwise. The Agency shall maintain records for admissibility and / or payment of leave with wages, provident fund, maternity benefit, sick wages, paid holidays etc. No tools and implements for the work shall be supplied by the company.

20.25. All the statutory buildings such as crèche, canteen, latrine, urinal etc. shall be constructed and equipped by the company without any charge to the Agency. The Agency while utilizing the crèche and canteen shall run and maintain the same at his own cost and provide children sheds wherever needed. First aid equipments, drinking water shall be supplied by the Agency at his cost.

All other welfare measures required to be complied as per statute shall be done by the Agency at his own cost.

20.26. No part of the contract shall be sublet without written permission of the General Manager/Dy. General Manager (I/C) of the company or transfer is made by Power of Attorney authorizing others to receive payment on the Agency's behalf.

20.27. With regard to execution of this work, the Agency shall abide by the direction of Mines Manager.

20.28. Each page of the Tender Document schedule must be signed by the Tender Documenter as acceptance of the terms and condition before submission, otherwise the Tender Document will be treated as invalid.

20.29. 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 Agency or which arises on account of his default and/or any un fulfillment 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.

20.30. In the event of Agency's failure to fulfill 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 Agency. In case of such termination of the contract the earnest money and security deposit shall be treated as forfeited.

20.31. In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the Agency 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 Agency and his security deposit shall stand forfeited.

20.32. Mining is to be done as per approved mining plan approved by Indian Bureau of Mines (IBM). Any violation in this respect will attract penal action including termination of contract at the risk and cost of the Agency.

20.33. Successful bidder/Agency will stand debarred for participation in OMDC Tender Document for 4 Years if his services are terminated on ground of unsatisfactory working or breach of contract. The debarred period of 4 years will commence from date of termination of services.

20.34. Submission of any forge document will attract legal action including rejection of Tender Document or cancellation of contract at the risk and cost of the Agency if awarded.

20.35. Any person/firm/company/society etc who was having contracted in past for present work (Given in the Tender Document notice) and same was terminated on account of unsatisfactory performance or breach of contract is debarred from participating in this Tender Document. Any Tender Document for such party is liable for outright rejection.

20.36. If any bidding for public company is having a partner / Director who had been partner / Director in a Firm / company whose contract was terminated or cancelled on account of unsatisfactory performance / breach of contract will also be not eligible to participate in the Tender Document.

20.37. The Agency is obliged to develop & do the mining as per the IBM approved plan while maintaining the proper length, breadth & height of the benches. The Agency is to move in the direction of the benches as per mining plan. Any violation in this regard may attract cancellation of contract and Agency undertakes to indemnify OMDC for any direct & indirect losses suffered by the company in this account. The losses may be recovered from pending bills & security deposit.

20.38. The area to be developed and mined by the successful Tender Documenter is part of the Mining Lease granted by State Govt. and subject to forest & Environment clearance. If lease is withdrawn/ cancelled by the State Govt. or working is stopped by IBM / forest / Environment Authorities /Pollution control Board or environment or forest clearance is not granted by the concerned authority, and consequently mining operation is stopped, the Tender Documenter / Agency shall have no claim for damages/ losses against OMDC.

20.39. No idling charges shall be paid for idling of any machine like excavator loader, drill, tripper, dozer, compressor and pump etc. due to blasting or stoppage of work for any reason whatsoever including labour strike.

20.40. The Agency(s) shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P.Act,1986 & MMDR Act, 1957 & rules/ regulations/guide line framed there under and amended from time to time by the Central Government and mining plan as approved by IBM and the pollution norms stipulated by OSPCB.

20.41. All the terms and conditions of the agreement will be operated by the General Manager / Dy. General Manager (I/c) on behalf of The Orissa Minerals Development Company Ltd. and The General Manager/ Dy. General Manager (I/c) will give necessary direction to the Agency and Agency shall follow the instructions of the General Manager /Dy. General Manager (I/c) or any other officer designated by The Orissa Minerals Development Co. Ltd. for this agreement

## **21. Force majeure Clause.**

21.01 The Agency shall have no claim whatsoever against the company for any loss / damage caused to the Agency by reason of war, riot, commotion, disturbance, pestilence / epidemic sickness, strike, lock-out , earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the company.

21.02 The Agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.



21.03 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 beyond seven days, the contract may be terminated at the discretion of the company.

**22. EXIT CLAUSE:**

Both the parties have the right to exit from this contract/agreement by serving notice in writing of at least 90 days. However, they will continue to be liable for the work done during the contract period even after exist from the contract period.

Note: Exit notice from the Agency may not be accepted if reason for exit are hardship of business arising from enforcement of the laws , already existing and or facts supposed to be in the knowledge of the Agency at the time of participating in the Tender Document .In such eventuality , contract shall be terminated at the risk and cost of the Agency.

**22. A: Termination :**

In the event of Agency's failure to fulfill 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 Agency. In case of such termination of the contract the earnest money and security deposit shall be treated as forfeited.

**23. ARBITRATION :**

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the Chairman cum Managing Director, The Orissa Minerals Development Company Limited, AG-104, Sourav Abasan, 2<sup>nd</sup> Floor, Sector-II, Salt Lake, Kolkata-700 0091 and his decision in the matter will be final and binding on the Agency and the company. The arbitration shall be carried out as per Arbitration Act.1996 and Rules made there under as amended from time to time.

Note:

- i)The Court of Keonjhar & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.
- ii) No claim on arbitration will be entertained in regard to facts which party is supposed to ascertain before participating in the Tender Document

**24. COUNTER OFFER:**

Any offer of the Agency which stipulates deviations from the terms & condition stipulated In chapter -II (terms and condition) and chapter -III (general condition) of the Tender Document will be treated as counter offer and may be liable for rejection.

**25. MODIFICATION OF CONTRACT:**

No modification and alteration of the contract / agreement will be allowed during the currency of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the CMD, OMDC.



**PART-I**  
**TECHNO COMMERCIAL BID**  
**(Tender Document Notice No. OMD/ / dated )**

[1] NAME OF THE BIDDER :

[2] ADDRESS OF THE REGISTERED OFFICE & BRANCH OFFICE, PHONE NO. FAX NO.ETC. :

[3] STATUS OF THE BIDDER :  
[OWNERSHIP/PARTNERSHIP/  
COMPANY-PRIVATE LIMITED  
OR PUBLIC LIMITED\*]

- [4] EXPERIENCE IN RAISING & TRANSPORTING AT OPEN CAST MINES AS A AGENCY
- a. Experience certificate to be attached.
  - b. Total quantity handled.
  - c. Total value of the job.
  - d. Labour strength (with documentary evidence)
  - e. List of machineries including tippers, earthmoving equipments engaged.
  - f. List of assets/properties with documentary evidence.
  - g. Experience for last 3(three) years (documentary evidence to be attached)

Name of the organisation	Job description	Value of job	P.O. No. & date	Time schedule as per order	Time of completion on actual	Status % of job completion

- [5] INFRASTRUCTURE OF THE BIDDER
- a. DETAILS OF EARTH MOVING EQUIPMENTS & CRUSHING UNIT
  - b. PRESENTLY ENGAGED IN THE AREA
  - c. PROPOSED TO DEPLOY FOR OMDC'S JOB
  - d. TIME REQUIRED TO MOBILISE EQUIPMENTS COMPLETE DETAILS SUCH AS MAKE,MODEL,CAPACITY ETC. TO BE INDICATED XEROX COPIES OF DOCUMENTS AS PER MOTOR VEHICLES ACT TO BE ATTACHED

- [6] ORGANISATIONAL STRUCTURE
- a) TOTAL STRENGTH INDICATING DIFFERENT CATEGORIES
  - b) QUALIFICATION/EXPERIENCE OF THE KEY PERSONNEL

[7] FOR PARTNERSHIP/PROPRIETOR FIRM/LIMITED COMPANIES

a) PARTNERSHIP DEED TO BE ENCLOSED MEMORANDUM AND ARTICLES OF ASSOCIATION TO BE ENCLOSED WHEREVER IS APPLICABLE.

[8] NAME OF THE BANKER WITH BRANCH (A SOLVENCY CERTIFICATE TO BE ATTACHED FROM THE BANKER)

[9] ALL RELEVANT DOCUMENTS IN SUPPORT OF THE FINANCIAL STATUS OF THE COMPANY / FIRM / INDIVIDUAL FOR PREVIOUS THREE FINANCIAL YEARS SHOULD BE ATTACHED .

[10] EARNEST MONEY DEPOSIT

[a] DRAFT NO.                      DRAWN FROM  
[b] DATE  
[c] AMOUNT  
[d] PAYABLE TO  
[e] PAYABLE AT

[11] PHOTO COPIES OF CURRENT SALES TAX CLEARANCE CERTIFICATE & INCOME TAX PAN, SERVICE TAX REGN. NO. AND P.F. REGN. NO. TO BE ENCLOSED.

[12] COPIES OF BALANCE SHEET ,PROFIT & LOSS A/C AND INCOME TAX RETURNS OF LAST THREE YEARS.

[13] [A] PERFORMANCE LETTER FROM PREVIOUS ORGANISATIONS FOR RAISING, TRANSPORTATION OF IRON ORE.

[a.] THROUGH OWN EQUIPMENT  
[b.] THROUGH HIRE EQUIPMENT  
[c.] JOB DONE THROUGH SUB AGENCY

[14] WHETHER THE BIDDER HAS RELATIONSHIP WITH ANY OF THE COMPANY'S DIRECTORS. IF YES, PLEASE INDICATE THE RELATIONSHIP

[15] ANY OTHER DOCUMENTS NECESSARY FOR TAKING UP THIS TYPE OF JOB

[16] WHETHER VISITED THE SITE AND GOT FULLY ACQUAINTED WITH

[a] SPECIFIED MINING AREA  
[b] NATURE OF DEPOSITS  
[c] REQUIRED QUALITY PARAMETERS  
[d] EXTENT OF WORK TO BE DONE TO GET REQUIRED QUANTITY & QUALITY  
[e] EXTENT OF WORK REQUIDRED TO DISPOSE, REJECT, WASTES, SPURIOUS MATERIALS ETC.  
[f] LABOUR RELATED LOCAL CONDITIONS  
[g] OTHER RELEVANT LOCAL CONDITIONS

[17] LIST OF DEVIATION FROM TENDER DOCUMENT SPECIFICATION [IN ANY]

[18] ALL THE DOCUMENTS REQUIRED AS PER 6 (eligibility condition- chapter-II) ARE TO BE SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL BID.

[19] **CERTIFICATES TO BE GIVEN BY THE TENDER DOCUMENTER**

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 Document may be rejected by the company.

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. It is to confirm that our offer shall be valid for 120 days from the date of opening of the techno-commercial bid.

I/We also authorise the company to forfeit my earnest money, performance guarantee and security deposit in case I/We fail to execute the job if my/our Tender Document is accepted

SIGNATURE OF THE TENDER DOCUMENTER  
WITH SEAL

**UNDERTAKING**

TO  
The General Manager / DY. General Manager (I/C)  
The Orissa Minerals Dev. Co. Ltd  
At/P.O- Thakurani  
Dist – Keonjhar (Orissa)

Dear Sir,

**Ref. EOI NO: OMDC/EOI/2010-11 Dated: 05.09.2010**

**Sub : Expression of Interest for empanelment of Agencies for hiring of equipment for Development, Raising, Sizing transporting and loading of Iron Ore at OMDC Mines, Barbil, Dist. – Keonjhar, Orissa**

In response to the EOI invited by you, I/We have examined the general conditions and other terms and conditions of the document and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as indicated in the EOI 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 Tender Documenter  
with Seal**

Encl: List of document - EOI Bid