

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

<b>MINES OFFICE:</b>	<b>REGD. OFFICE:</b>
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha)- Telephone No. : 06767-275530, 275058, 276131	Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar--751001 (Odisha) E-MAIL: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> Telephone No. : 0674-2391495

**NOTICE INVITING TENDER (NIT) FOR**

**SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC.**

This Tender Document is issued to

Name of Bidder

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Issued by:**

\_\_\_\_\_

**The Orissa Minerals Development Company Limited**

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**NOTICE INVITING TENDER (NIT)**

NOTICE NO: -OMDC/MINE/2024-25/1

Date: 10/05/2024

Online e-tenders are invited from experienced agencies for the following work

**1. NAME OF THE WORK:**

**SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAH I MINES OF OMDC.**

Cost of tender	Contract Period	Earnest Money Deposit EMD
Nil	60 months from the date of signing of contract. (Refer Cl. No. 6 of SCC)	Rs1,00,000,00/-

**2. BRIEF SCOPE OF WORK:**

OMDC will offer ~50 lakhs MT of undisposed stock of Iron Ore fines to the successful single or two bidders from Bhadrasahi mines of OMDC. The brief scope of work shall include stacking of lots of 4000 MT each in geometrical shape, assisting in joint verification by IBM & DDM, Joda and lifting & transportation of undisposed stock of minerals after inclusion in i3MS portal, Govt. of Odisha

**3. Modus operandi**

The subject work may be awarded in two parts in the following manner.

The bid submitted by the qualified bidder who has quoted the highest price (H-1) in Price Bid/forward auction, if any/negotiated price, may be accepted as one of the agencies for the subject work.

Opportunity shall be given to the subsequent qualified Bidders in the order of their ranking to match their price with H1 price. Whoever in sequence of H-2, H-3 etc. matches with agreed price of H-1, shall be the second agency for the subject work and the work will be distributed part wise among the two bidder equally. However, if none of the qualified Bidders match with the agreed price of H1 Bidder, then total work will be awarded to the H-1 Bidder.

However, OMDC reserves the right to place order on single/multiple sources.

**4. ELIGIBILITY CRITERIA for consideration of Tender:**

As per Annexure -1

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

EMD of Rs.1,00,000,00/- shall be paid through NEFT or in the form of BG in favor of "The Orissa Minerals Development Company Limited". As per the bank account details as mentioned below:

EMD amount to be remitted through NEFT to the Current BOB Bank Account of OMDC Account No.

If opted for NEFT/RTGS, scanned copy of UTR details/challan shall be attached at Tech RFX cFolder of RFX as proof.

Online Payment in SRM portal: 'Online EMD Payment' or 'Challan mode of payment' facilities in SRM portal is not available for this tender. Bidders are requested not to submit EMD through this mode.

EMD submitted in the form of Bank Guarantee as per the format enclosed at Appendix-1 shall be enforceable at Barbil. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone numbers of the Controlling Branch of the Bank where from confirmation for the BG can be obtained.

Bidders should upload the scanned copy of the BG in their Tech RFX cFolder and should submit original BG to OMDC before opening of the Bid.

## **6. PROCUREMENT OF TENDER DOCUMENT:**

The tender documents can be obtained -

- By downloading from OMDC web site [www.birdgroup.co.in](http://www.birdgroup.co.in) → OMDC-TENDERS → View/ save complete tender Document / RINL's SRM Portal / CPP.

N.B: Bidders should note that clauses in the present NIT will supersede any corresponding clause mentioned elsewhere in the Tender documents.

## **7. SUBMISSION OF TENDER PROCEDURE: (BID 2 PART % E RFX)**

- 7.1. Present tender is issued through RINL's SAP SRM 7.0 for Electronic Tendering System. E-RFX Response to be submitted electronically through System only. No physical paper/print needs to be submitted in the Tender stage unless specifically asked for. Bidders need to have User ID and Password to participate in SRM E- Tenders. If a Bidder who wish to participate and not having User ID and Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.
- 7.2. In 2-Part E-RFX, Technical RFX Response is to be uploaded to Tech. RFX cFolder and Price RFX is to be quoted in Bidding Engine by Bidders.
- 7.3. E-Tendering User Manual available in SRM Portal contains the procedure for participating in RINL E-Tenders.
- 7.4. Bidders should ensure the following before submitting the 2-Part E-RFX Response.
- 7.5. All Mandatory questions are answered and requisite documents which consists of following are uploaded into Tech RFX cFolder including the EMD Submission proof by Bidders.

### **Eligibility Criteria Fulfillment:**

- a) Valid documentary evidence in support of eligibility as per clause no. 4.0 above.
- b) Duly signed "Integrity Pact" refer to Annexure-II of NIT.

All Techno-Commercial documents required as per Tender document which consists of following should be uploaded into Tech RFXc Folder by Bidders:

#### **I. Commercial Part:**

- a) Commercial offer in terms of requirements set forth in bidding documents.
- b) Notarized copy of Power of Attorney in favor of Authorized signatory.
- c) Copies of PAN, registration under Goods and Services Tax (GST) Act, as applicable.

#### **II. Technical Part:**

- a) Technical offer in conformity to the Scope of Work given in the Bidding document.

Prices and Taxes (Conditions) are to be quoted in the bidding engine by Bidder. Bidders should quote Premium over the Base price as per cl.no.7 of SCC "Bidders must double check the Premium being quoted by them appearing in figures".

Price should not be disclosed in any manner in Part-1. Such bidder shall not be considered for opening on-line

bids and their Offer shall be rejected.

Then, upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response should be submitted by the Bidder.

Bidders to ensure that E-RFX Response submission is done before "Submission deadline Date & Time" indicated in the NIT at Table-1. RFX response including bid documents as well as Price can be modified as long as "Submission deadline date & Time" is not over. RFX Response cannot be modified once Submission deadline time passed.

#### **"E-RFX RESPONSE" OPENING PROCEDURE - 2 PART:**

E-RFX Responses are opened in the system Electronically. System allows opening of RFX responses only after the specified date and Time as indicated at Table-1 of NIT. Authorized Tender opening officers of RINL/ OMDC shall open the RFX Responses in System through the process of "Simultaneous Log-on".

For 2-Part E-RFX first "Tech RFX" cFolders are opened by system through Simultaneous Log-on Process. Only those Bidders who have furnished EMD as per Clause number 5 above shall be considered for further processing.

Then Price RFX responses will be opened on a specified Date & Time through 'Simultaneous Log-on process of RINL in case of Bidders who have fulfilled the Eligibility Criteria and whose offers are technically and commercially acceptable Responses on intimation to Bidders.

#### **BID (2 PART % E RFX) EVALUATION PROCESS:**

- a. Pre-qualification evaluation shall be done based on the documents submitted by the Bidders in the respective Tech RFX 'cFolders'.
- b. All the RFX shall be evaluated on the basis of premium offered over the base price as per the pricing mechanism mentioned at clause no. 7 of SCC. The total of premium added with the monthly base price will become the selling price for that month. This premium is exclusive of all taxes & duties. Bidders should note that OMDC reserves the right to exercise the option of finalizing this Tender through on-line competitive bidding (i.e. Forward Auction).
- c. Bidding procedure is available in the user manuals under 'Public Documents' of 'Supplier Requests' tab which can be accessed by Bidders by logging in to SRM Portal of RINL.
- d. Technically accepted H-1 price (highest offered premium ) arrived by the System shall follow automatically to Auction Screen as start bid price for all cases of forward Auction and will be visible in the System only after the start time of Live Auction (E-Forward Auction).
- e. On completion of Live Auction, composite comparative statement is generated by the System considering the RFX Prices and Forward Auction Prices.

#### **8. FORWARD E-AUCTION PROCESS:**

In case OMDC wishes to conduct Forward auction, the same shall be communicated to all the techno commercially qualified bidders at an appropriate time.

The Auction shall be conducted on SAP SRMLIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the forward e-auction and quote from the start Price.

Bidders would be required to quote a premium over & above

No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering to be used for Live Auction also.

##### **(a) AUCTION TIME EXTENSION:**

- Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.
- Bidders to note that System calculates Auction End time during the Auto extension period as under:
- If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the Auction End time to "Existing End Time + Y minutes". This will be done "N" number of times.

Here, Remaining Time Trigger = X Extension Period = Y Number of Extensions = N

The Auction time extension is explained below with an example. Example: Forward Auction conducted with Auction parameters as:

AUCTION SCHEDULE: 11.00 AM to 12.00 noon, REMAINING TIME TRIGGER: 4

minutes and EXTENSION TIME: 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11.56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes) of the auction, the auction end time gets extended up to 12.05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12.05 PM. However, in case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12.01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12.10 PM. (12:05 plus 5Minutes). In case the bid is submitted by any bidder from 12.00 to 12.01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shall be 12:05.

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

### **9.1. TECHNO-COMMERCIAL BID:**

The Bidders who fulfill all the requisite conditions of Eligibility Criteria as given at Annexure-I, will be considered as Technically & Commercially Qualified and will be considered for opening of Price Bids.

### **9.2. FORWARD E-AUCTION:**

OMDC shall be conducting forward e-auction, starting with the H-1 value of the price bids offered by techno-commercially qualified agencies through RINL's SRM Portal. OMDC will inform the Technically and Commercially Acceptable (TA & CA) tenderers, regarding details of date and time and agency for conducting forward e-auction. TA & CA tenderers would be authorized to quote their price on forward e-auction engine on the assigned time and date. All technically and commercially acceptable (TA & CA) bidders would be required to participate in the forward e-auction.

### **9.3. EVALUATION OF PRICE BID:**

Tender will be evaluated based on quoted premium in the price bid which is net of all taxes & duties.

## **10. OTHER TERMS & CONDITIONS**

- a) The documents placed in website along with this NOTICE INVITING TENDER
- b) TENDER forms the complete tender document. All the documents along with detailed NIT as placed in the web site are final.
- c) On participation in the bidding, it will be presumed that the Bidders have gone through the entire tender document available in web site which shall be binding on them.
- d) If it comes to the notice of OMDC at any stage that any of the certificates/ documents submitted by bidders are false / fake / doctored, the party will be debarred from participation in all OMDC tenders for a period of 05 (Five) years apart from termination of Contract, if awarded and EMD/Security Deposit etc., if any will be forfeited. The Contractor in such cases shall make good to OMDC any loss or damage suffered by OMDC resulting from such termination. Contracts in operation anywhere in OMDC may also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc., Decision of OMDC Management will be final and binding.
- e) Successful Bidder should be in a position to produce, after opening of the Price Bids, the Original Certificates in support of the attested copies of relevant documents submitted along with Tender Document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/experience/ qualification/any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in OMDC's future tenders.
- f) Tender Documents can be downloaded from [www.birdgroup.co.in](http://www.birdgroup.co.in) → OMDC- TENDERS → View/save complete tender Document /RINL's SRM Portal/ CPP. However, OMDC will not be responsible for any delay/loss/any web site related problems in downloading the tender documents etc. If any

- portal related issues arise, the bidder may use contact numbers available on the portal.
- g) OMDC reserves the right to cancel the Tender without assigning any reason whatsoever. For such cancellation the Bidder shall not be entitled to claim any cost, charges, expenses, and incidental thereto or incurred thereon by him in connection with the preparation of tender.
  - h) If a Bidder submits more than one Tender, then all the Tenders submitted by the said Bidder shall be rejected.
  - i) The Bidder shall furnish complete details of works executed, works in hand and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the Bidder getting disqualified.
  - j) No mobilization advance shall be considered.
  - k) OMDC reserves the right to check the authenticity of the documents/certificates submitted, and /or verify performance of the Bidders in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of the Bidder will be liable for rejection.
  - l) Bidder shall necessarily indicate the details of contact no, Fax no. and e-Mail ID (active) in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the Bidder.
  - m) The Bidder shall submit Bank Account details as per the format given at Appendix-8 i.e., duly signed along with his offer in Bid-I for enabling OMDC to make e-payment, for refund of EMD/SD etc.
  - n) Tenderer, who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance will not be allowed to participate in any Tender of OMDC up to a maximum period of 02 (two) years from the date of such communication. The decision of the OMDC in this regard will be final & binding.
  - o) OMDC reserves the right to reject the offers of the Bidders whose performance is poor in awarded/ongoing works if any.
  - p) OMDC after opening of tender/bid may seek in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the Bidders/bidders or issuing authority for confirmation of eligible/pre-qualifications stipulated in the NIT.
  - q) At any time prior to the deadline for submission of the bids, OMDC may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on OMDC/BIRD GROUP's/RINL'S SRM E-TENDERING/ CPP website at regular intervals.
  - r) The duration of agreement shall be equivalent to the period of contract.

Sd/-  
Business Head

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

<b>MINES OFFICE:</b> P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha) Telephone No. : 06767-275530, 275058, 276131	<b>REGD. OFFICE:</b> Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar (Odisha) E-MAIL: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> Telephone No. : 0674-2391495
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**NOTICE INVITING TENDER(NIT)**

e-Tenders in two bids i.e. BID-1(Techno-Commercial Bid), BID-2 (PRICE BID) are invited online mode from reputed and experienced agencies for the job of **SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC.**

**Table-1**

A.	Notice Inviting Tender(NIT)No & Date	<b>OMDC/MINE/2024-25/1</b>
		<b>DATE: 10/05/2024</b>
		<b>SRM Portal of RINL Tender No-</b>
B.	Name of the Work	SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES.
C	Date & time for issue of tender document	From 11:00 IST to IST 1:00 Hours of 10/05/2024 to 30/05/2024
D	Place & Time of Pre-Bid Consultation.	20/05/2024 at IST 15:30 Hours in the Office of the Business Head, OMDC, Barbil, Keonjhar (Odisha)
E.	Due Date & Time of Submission of e-Tender	30/05/2024 at IST 15:00 Hours
F	Opening Of Tender	30/05/2024 at IST 15:30 Hours
G	Earnest Money Deposit	INR Rs.1,00, 00, 000/- (Rupees One Crore).
H	Period of Contract	60 months from the date of signing of contract. (Refer Cl. No. 6 of SCC)
I	Validity of Price Bid	180 days from the tender opening date.
J	Name and Address Contact person:	J.P. Dash G.M (IT), Mob No - 9866727722
K	The detailed NIT & Tender document can be downloaded from	The detailed NIT & Tender document can be downloaded from company's website/RINL's SRM Portal /CPP.

Note: "The bidder should refer to company's website/RINL's SRM Portal /CPP regularly for any corrigendum".

Sd/  
BUSINESS HEAD





## **INSTRUCTION TO BIDDERS**

### **1. DATE, TIME & PLACE OF TENDER**

e-Tenders shall be submitted online for SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHU MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES not later than IST 15:00 Hours on 30/05/2024.

Tenders will be opened immediately thereafter in the above said Office, in the presence of the Bidders or their authorized representatives should they choose to be present.

### **2. EARNEST MONEY DEPOSIT (EMD)**

- 2.1. The Bidder is required to deposit a lump sum amount of Rs. 1,00,00,000/- (Rupees One Crore only) as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered. Bank Guarantee (BG) from any of the Nationalized Banks or Scheduled Commercial Banks except Co-operative & Gramin Bank(s), alternatively EMD amount can be remitted through NEFT/RTGS to the Current BOB Bank Account of OMDC Account No. 00480200000380 IFS code: BARB0BARBIL. If opted for NEFT/ RTGS, UTR details should be attached as proof, in the Proforma at Appendix-1. The BG shall be valid up to 7 months from the due date of submission of tender. The validity of BG is to be extended depending on the need.
- 2.2. The Earnest Money Deposit will be refunded to the unsuccessful Bidder. The Earnest Money deposited by the successful Bidder will be retained until the Security Deposit for the due fulfillment of the Contract is submitted, but shall be forfeited if the Contractor fails to deposit the required Security Deposit and / or sign the agreement and / or commence the work.
- 2.3. No interest on the Earnest Money Deposit shall be paid.
- 2.4. The Public Sector Enterprises or State/ Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provided they submit a letter requesting for exemption from submission of EMD along with the offer.
- 2.5. The Small-Scale Industries (SSI) /MSME Industries registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) is exempted from submission of Tender Cost, Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the Permanent Registration Certificate of their Small-Scale Industries council along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" (Appendix-3) in lieu of Security Deposit. The Small-Scale Industries who are registered for the particular trade/ Item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their Provisional/ Temporary Registration and not registered for the particular Trade/Item for which tender is being invited would not be eligible for exemption.
- 2.6. In case of submission of BG, it should be valid for a period of 7 (seven) months from the due date of submission of tender. The validity of BG is to be extended depending on the need.
- 2.7. Tenders without EMD shall summarily be rejected.
- 2.8. Earnest Money Deposit of the unsuccessful Bidder will be refunded / returned within 1(one) month after finalization of the tender.
- 2.9. EMD of successful Bidder will be returned after submission of Security Deposit.

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

- 3.1. On acceptance of the Tender, the Successful Bidder shall furnish a Security Deposit in any of the forms mentioned in clause no. 18 of SCC.
- 3.2. If it is submitted in the form of Bank Guarantee, the same shall be from any of the Nationalized Banks or Scheduled Commercial Banks and enforceable at Barbil, Keonjhar, Odisha. The Proforma for the BG is attached at Appendix-2.
- 3.3. The Public Sector Enterprises or State/Central Govt. Undertakings will not be required to submit Security Deposit, but however they shall submit "Performance Guarantee Bond" in lieu of Security Deposit in the formats at Appendix-3.
- 3.4. The Bank Guarantee for Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the OMDC.
- 3.5. The Bank Guarantee for Security Deposit shall remain in full force and effect during the period of the Contract and shall continue to be valid up-to twelve Months after the expiry of the Contract Completion Period.
- 3.6. Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to affect an increase or decrease on the Contract Price by more than 10%, the amount of the Bank Guarantee shall be increased or decreased correspondingly.
- 3.7. The Bank Guarantee and any amendment thereto shall be executed on a Non- Judicial Stamp Paper of requisite money value as prescribed by the Statute.

### **4. INSTRUCTION REGARDING BANK GUARANTEE:**

- 4.1. Bank Guarantee for EMD shall be submitted in a closed envelope as sealed by the Bank. The sealed envelope shall be submitted by the Bidder along with the Offer. For e-tender EMD shall be submitted in original in the designated office before the due date & time of submission of offer. In case the BG is not received in original in the designated office before the due date & time of submission of offer, the Offer shall be summarily rejected.
- 4.2. All Bank Guarantees for Security Deposit and other payments and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered / Speed Post to the Business Head, The Orissa Minerals Development Company Limited- 758035 (Odisha). The issuing branch of the Bank shall indicate in their covering letter the full address and telephone number(s) of the Controlling Office of the bank wherefrom confirmation for the BG can be obtained.
- 4.3. Bidder shall submit the duly filled in Check List for BG (as per Appendix-10) along with their Offer.
- 4.4. The Non-Judicial Stamp Paper for the Bank Guarantee should be purchased in the name of executing Bank only.

### **5. STATUS OF BIDDER:**

Information w.r.t ownership shall also be furnished by the Bidder in respect of the following:

- 5.1. In case of Sole Proprietorship:
  - a) Name of Sole Proprietor and address.
  - b) Financial Status.
  - c) Previous experience.
  - d) Self-attested copy of latest Annual Audited Profit & Loss Statement.
  - e) Self-attested copy of the Registration Certificate issued by the Register of Firms /Appropriate Authority.

f) Phone Nos., Mobile Nos., Email Addresses, Fax Nos. etc.

5.2. In case of Partnership Firms:

- a) The names of all partners and their addresses.
- b) The financial status of the firm and its partners.
- c) Previous experience of the firm and its partners.
- d) Self-attested Copy of Partnership Deed.
- e) A Self-attested Copy of latest Annual audited Profit & Loss Statement.
- f) Self-attested copy of the Registration Certificate issued by the Registrar of Firms/ Appropriate Authority.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

5.3. In case of Companies:

- a) Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- b) Nature of business carried out by the Company including Serial Number of the relevant provisions of its Memorandum relating thereto.
- c) Names and particulars, including addresses of all the Directors.
- d) Previous experiences of Company and Directors in similar works.
- e) Relevant Credentials with Reference List.
- f) A Self-attested copy of latest Annual Report.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

**6. OTHER REQUIREMENTS**

- 6.1. The Tender Specification along with all technical details, data, etc., covering the Scope of Work, is to be read in conjunction with the General Conditions of Contract, Special Conditions of Contract if any, Drawings, General Specifications, Price Schedule/Price Bid, etc., enclosed with the Tender Document.
- 6.2. The Bidder shall carefully study the enclosed Tender Specifications and the documents referred to therein, before submitting his Offer. The Bidder shall fully satisfy himself on the suitability of the equipment and layout as indicated in the Technical Specification and take full responsibility for the safe and efficient operation of equipment installed for stacking and purchase of Iron Ore fines as per the Tender Specifications.
- 6.3. The analysis of the raw materials, where applicable, shall be treated as guiding figures only. The successful Bidder shall take the samples and test them in laboratories either in India or abroad, as may be required for suitability of the materials for stacking and purchase of Iron Ore fines as per the Tender Specifications.
- 6.4. The Bidder shall visit and inspect the site and shall satisfy himself of the site conditions and shall collect any other information which he may require before submitting his Tender. The Bidder shall be deemed to have ascertained all special Local and National Standards, Regulations, etc., which may affect his design, schedule, choice of supervisory personnel, etc., prior to the preparation of his Tender. Claims and objections due to ignorance of site conditions and particulars mentioned above, technical details & data, drawings etc., and/or failure to get the required information shall not be entertained after submission of the Tender.
- 6.5. Completion and Completeness of Work: The Bidder shall consider, while submitting his tender for stacking and purchase of Iron Ore fines as per the Tender Specifications for fulfilling the functional and contractual requirement of the Work as a whole and the Bidders aforesaid responsibility shall be construed as included in his quoted PRICE.

In addition, all the Equipment, services and site work, whether specifically mentioned or not in the Tender Specification but which are necessary for completion of Work under the Contract and for proper, efficient, safe and stable operation and maintenance of the Work and /or for the fulfillment of the performance of the Contract for generation of desired output, shall be supplied or provided or executed by the successful Bidder without any additional price implication and without any dilution of his liabilities and responsibilities under the Contract.

- 6.6. The Tender and the prices quoted shall be deemed to remain valid for a period of six months from the due date of submission of tender. In case of Bidder revoking or withdrawing/canceling his Tender, varying any term in regard thereof, during the validity period of the Tender without the written consent of Employer, the Tender submitted shall be liable for rejection and the Employer shall forfeit the Earnest Money Deposit paid by the Bidder along with the Tender. The bidder will be liable to compensate for any loss that may be sustained by OMDC on account of such revocation/withdrawal or cancellation.
- 6.7. The OMDC reserves the right to reject any or all the Tender/s, or to accept any Tender wholly or in part, or drop the proposal of receiving Tenders at any time without assigning any reason thereof and without being liable to refund the cost of the Tender document thereafter and without liability for any loss or damage if any suffered by the Bidder in submitting his offer and /or conducting discussions etc.
- 6.8. The Bidders shall sign all pages of Tender Document as a token of acceptance thereof. However, the signature on the PRICE BID alone shall be deemed as acceptance of all the documents enclosed to the Tender.
- 6.9. The successful Bidder shall submit the following documents for signing of the formal Contract immediately after the Letter of Acceptance (LOA) is issued:
  - a. Copy of LOA duly signed on all pages as a token of acknowledgement of receipt.
  - b. Security Deposit amount of requisite value.
  - c. Non-Judicial Stamp Paper as per Statute purchased in Odisha, India for the signing of Contract.
  - d. Self-attested Photostat copy of Labour License from the Regional Labour Commissioner (Central), Govt. of India, Ministry of Labour & Employment, Old Chief Engineers Bungalow, Sector-5, Rourkela, Dist-Sundargarh, Odisha, India, Pin Code – 769002 for carrying out work as envisaged in the Scope of Work).
  - e. Self-attested copy of Permanent Account Number allotted by Income Tax Department.
  - f. Self-attested Photostat copy of Notarized Power of Attorney by the Competent Authority or Board of Director's resolution authorizing the individual(s), to sign the contract.
  - g. Self-attested copies of GST and PF registration.

## **7. PARTICULARS TO BE FURNISHED WITH THE TENDER:**

The offer submitted by the Bidder shall be complete and self-sufficient in all respects. Each Clause of the Tender Specification shall be addressed in seriatim in the Offer for easy understanding and evaluation of the Offer.

The Bidder along with his offer shall submit a Time Schedule as per Appendix- 6. Time Schedule shall be accompanied by a Network Diagram incorporating all important activities and their estimated duration for starting generation of finished products as per the tender specifications.

## **8. DEVIATIONS FROM THE TENDER DOCUMENTS:**

Deviations, if any, from the tender specifications and other parts of the Tender Document, shall

be listed out separately and clearly specified by the Bidder in the form provided at Appendix-7 only. If deviations are not clearly listed as such, they will not be considered by the Employer.

## **9. LEGAL CAPACITY OF THE BIDDER**

- 9.1. The Bidder shall satisfy the Employer that he is competent and authorized to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that he is duly authorized and his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.
- 9.2. A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the Contract and hold the Bidder and/or the person signing liable for all Costs and Damages.

## **10. TECHNO-COMMERCIAL BID (one original):**

This part should only contain Techno-Commercial particulars but not the Price of the Tenders in any form. The following are to be clearly indicated in this part:

- a) Details as required at Para 07 & 11 of the Instructions to the Bidder.
- b) Detailed statement of Similar Jobs done by the Bidder as per Appendix-4.
- c) Detailed Statement of Schedule of Equipment each to be deployed by the Bidder for the execution of the Contract as per **Appendix-5** for material as per the tender specifications.
- d) Details of Time Schedule as per Appendix-6.
- e) Deviations to the Tender Specification as per Appendix-7.
- f) Confirmation to the effect that Pricing Mechanism will be as per Clause No. 7 of SCC.
- g) Confirmation to the effect that all Insurances as per Clause No. 7.0 of GCC will be arranged by the successful Bidder.
- h) Confirmation to the effect that the Terms of Payment as per Clause No 20.0 of SCC are acceptable.
- i) Confirmation to the effect that all taxes, duties etc., will be met by the successful Bidder as per Clause No 20.0 of SCC.
- j) Auditor's Report/ Chartered Accountant's Report / Balance Sheet as per Annexure-I of Eligibility Criteria of NIT.
- k) Confirmation of Period of Validity of the Offer as per Para 6.6 of Instructions to the Bidder.
- l) Details of Earnest Money Deposit as per Para 2.0 of Instructions to the Bidder.
- m) Confirmation to the effect that all the terms mentioned in the General Conditions of Contract and Special Conditions of Contract are acceptable to the Bidder.
- n) Confirmation to the effect that the prices quoted in the PRICE BID (Appendix-11) are for the detailed Scope of Work and the Quoted Prices is / are in conformity with the said Job.
- o) Prices shall not be indicated in this part.

## **11. OTHER MISCELLANEOUS INFORMATION**

- 11.1. Payments under the contract shall be released through E-Payment system only. The successful Bidder is to submit Bank Account details for E-Payment as per enclosed format as per Appendix-8 duly signed and certified by authorized signatory of Bank.
- 11.2. Once the successful Bidder submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of E-Payment shall be permitted by the Employer only if the request of the bidder for the same is accompanied by a written consent from the same branch from which the format for E-Payment, duly signed was initially submitted.
- 11.3. Payment shall be made through Electronic Payment System only. The bidder should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and No Claims will be entertained after the said 10 days.
- 11.4. If it comes to the notice of the Employer at any stage right from request for enlistment/ tender document that any of the certificates/documents submitted by applicants for enlistment or by Bidders are found to be false/fake/doctored, the party will be debarred from participation in all the Employer's tenders for a period of five (5) years including termination of Contract, if awarded. EMD/Security Deposit etc., given by them, if any, will be forfeited. The bidder in such cases shall make good to the Employer any loss or damage resulting from such termination. Contracts in operation anywhere in the Employer will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of the Employer will be final and binding.
- 11.5. Failure to sign the Contract Agreement and/or commence the Work within the date to be agreed upon after issue of Letter of Acceptance (LOA), the LOA will be terminated and the Contractor will be liable for debarring from participation in the Employer's Tenders for a period of two (2) years, besides forfeiture of EMD as stipulated in Para No. 2.0 of Instructions to the Bidder and forfeiture of Security Deposit, if any.
- 11.6. The Bidder shall submit GST Registration Certificate along with their Offer. In case the same is not available with them, they shall submit a letter of undertaking to submit the same before signing of Agreement.
- 11.7. Bidder is not permitted to transfer the Tender Document to any other Bidder for submitting the Offers on his behalf. Similarly, transfer of Offers submitted by one Bidder to another Bidder is not permitted.
- 11.8. The Employer's Consultant(s) and their Associates and their Sister Concerns shall not participate in the Tender.
- 11.9. OMDC shall not entertain any Revised Price/Revision in Price basing on the technical discussions unless OMDC itself changes Specifications / Scope as compared to Tender Specifications/ Scope, which calls for Revision in the Estimate.

## **12. QUERIES/CLARIFICATIONS:**

Bidders are encouraged to submit their respective bids after visiting the office/site of OMDC Mine and ascertaining for themselves the availability of documents and other data with OMDC, Applicable Laws and regulations or any other matter considered relevant by them.

All queries, if any, shall be referred to the Business Head, The Orissa Minerals Development Company Limited, Barbil, District- Keonjhar, Odisha-758035 by the Bidder.

.....XXXXX.....

**ELIGIBILITY CRITERIA**

In order to qualify in the Techno-Commercial Bid, the Bidder must submit the following documentary evidences: -

1. Cost of Tender Documents: Nil
2. Experience: - Experience of having successfully executed/completed at least one similar work of a value not less than Rs.100,00,00,000 (Rupees One Hundred Crore only) during any one financial year of last 5 (five) years ending 31.03.2024. Copy of the Work order / Purchase order including execution certificate of the same with TDS certificate should be enclosed along with bid documents to verify the correctness of the execution capacity of the Bidder.  
Experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender.  
**Similar works means** purchase of Limestone /Coal/Manganese / Chromite / Iron Ore.
3. Average Annual turnover: Average Annual financial turnover during the last 3 (three) years ending 31.03.2024 should be at least Rs. 60,00,00,000/-(Rupees Sixty Crore ). For Financial Turn Over, the Tenderer shall submit Audited Annual Financial report for the above 03 financial years in support of their meeting stipulated financial requirements. Copy of TDS certificate and copy of Income Tax Return for the last Three (3) Financial Years i.e.,2021-22, 2022-23 and 2023-24 duly certified by a Chartered Accountant is enclosed.
4. Having its own Iron Ore Beneficiation Plant/Pellet Plant, Central /State Govt. agencies/bodies, traders having valid trade license or export permission.
5. Earnest Money Deposit (EMD) of Rs.1,00,00,000 (Rupees One Crore).
6. Copy of Memorandum and Article of Association of company.
7. Valid Consent to Operate from Odisha State Pollution Control Board for end users.
8. IBM Registration and Trading Licence from concerned DDM/MO.
9. Ownership documents: Copy of Sole Proprietorship or Copy of the Registered Partnership Deed in case of a Partnership Firm or Memorandum of Association and Article of Association in case of a Joint Stock Company, Incorporation Certificate in case of proprietorship firm/Limited Liability Partnership (LLP), duly certified by a Notary Public.
10. Statutory Registration certificates: Copies of PAN, GST, PF Registration.
11. Declaration: Declaration stating that the Bidder has carefully read all terms and conditions of the tender document and bidder is fully satisfied and unconditionally accepted all terms and conditions of the tender as per format attached as per Appendix –12. Non submission of Appendix – 12 in the given format will lead to disqualification.
12. Integrity Pact: The Bidder shall submit the signed Integrity Pact in the prescribed format of M/s OMDC along with tender document otherwise the tender will be treated as invalid.

**Note-**

- a. All signed declarations are to be made in the Bidder's Letter head.
- b. Sub Contractors' experience and resources will not be taken into account in determining the Bidder compliance with qualifying criteria.
- c. Tender/ Bid Documents duly filled and signed in all pages / fields / columns along with required undertakings / certificates. Otherwise, the tender will be treated as invalid.
- d. Bid should be submitted by sole bidder and **consortium bidding is not allowed.**



**INTEGRITY PACT**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) herein after referred to as “**The Principal**”, and .....

-----, herein after referred to as “**The Bidder/ Contractor**”

**Preamble**

The principal intends to award, under laid down organizational procedures, for “SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES.”

The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

The principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the tender stage/ will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

**Section1–Commitments of the Principal:**

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non-material benefit which the person is not legally entitled to.
  - (b) The principal will, during the tender process treat all bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the principal will inform Chief Vigilance Officer of OMDC and in addition can initiate disciplinary action.

**Section 2 – Commitments of the Bidder(s)/Contractor(s):**

- (1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contractor to vitiate the principal’s tender process or contract execution.
  - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement

or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the principal's tender process or execution of the contract.

- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the IPC / PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass onto others, any information or document provided by the principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/ representative(s) in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of a foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s)/ Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/ representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts:**

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility in question, the principal is entitled also to exclude the bidder/ Contractor from future tenders/ Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion before the expiry of the period of such exclusion.

### **Section 4 – Compensation for Damages:**

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in

accordance with Section 3 above, the Earnest Money Deposit(EMD)/ Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender(ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the principal as brought out at Section 3 above

- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the principal, as brought out at Section 3 above.

#### **Section 5 – Previous transgressions:**

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anti-corruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

- (1) The Bidder(s)/Contractor(s) undertake to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before seeking permission for such subcontracting.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section-7–Criminal charges against violating Bidder(s)/ Contractor(s)/ subcontractor(s):**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub Contractor or of any employee or a representative or an associate of a Bidder/ Contractor/ Sub Contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to CVO of OMDC.

#### **Section - 8 –Independent External Monitor(s) (IEM(s)):**

- (1) The principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of non compliance of the provisions of the Integrity pact, the complaint/ non compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by MD/OMDC. The Nodal Officer shall refer the complaint/ non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the MD, OMDC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub Contractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub Contractor(s) with confidentiality.

- (5) The principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the principal and request the principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the MD, OMDC within four (04) to six (06) weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of OMDC and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by OMDC as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

#### **Section - 9 – Duration of the Integrity Pact:**

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six(06)months after the contract has been awarded and accordingly for the principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by MD of OMDC.

#### **Section -10 – Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Bhubaneswar, State of Odisha, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/ she or his/her, as the case may be.

**For & On behalf of the principal**

**For & On behalf of Bidder / Contractor**

**(Office Seal)**

**(Office Seal)**

**Place:**

Date:

Witness1:  
Name & Address

Witness2:  
Name & Address

ANNEXURE-III

PART-I

TECHNO COMMERCIAL BID

Tender Notice No. OMDC/MINE/2024-25/1 Date:10/05/2024

Sub: SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES.

Sl. No.	Particulars	Information By Bidder
	Name of the Bidder	
	Address of the Bidder	
	Mobile number	
	e-mail ID	
1	<b>Cost of Tender Document:</b> NIL	NA
2	<b>Submission of EMD:</b> Evidence of payment of EMD of Rs.1,00,00,000/- (Rupees One Crore only) NEFT/RTGS/BG in favour of "The Orissa Minerals Development Company Limited" payable at Barbil. (In case of BG, Details of BG No. date, Validity, value, Bank name etc., to be furnished).	BG No:/Letter of OMDC
		Date:
		Drawn on:
		Amount(Rs):
3	<b>Experience:</b> - Experience of having successfully executed/completed at least one similar work of a value not less than Rs.100,00,00,000 (Rupees One Hundred Crore only) during any one financial year of last 5 (five) years ending 31.03.2024. Copy of the Work order / Purchase order including execution certificate of the same with TDS certificate should be enclosed along with bid documents to verify the correctness of the execution capacity of the Bidder. Experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender. <b>Similar works means</b> purchase of Limestone /Coal/Manganese / Chromite / Iron Ore.	Bank Name (In case of BG) Validity period of/BG No
4		<b>Financial Turnover:</b> The Bidder shall have Average Annual financial turnover during the last 3 (three) years ending 31.03.2024 should be at least Rs. 60,00,00,000/- (Rupees Sixty Crore only ). For

	Financial Turn Over, the Tenderer shall submit Audited Annual Financial report for the above 03 financial years in support of their meeting stipulated financial requirements. Copy of TDS certificate and copy of Income Tax Return for the last Three (3) Financial Years i.e., 2021-22, 2022-23 and 2023-24 duly certified by a Chartered Accountant is enclosed.	
5	<b>Ownership:</b> Status of the Bidder [Sole Proprietorship/ Partnership/ Company-private limited Firm or Public limited. (A Notarized copy of the certificate is enclosed)	
6	Copy of GST Registration & PAN Card	
7	Copy of PF Registration	
8	Undertaking that the Bidder has visited the site and understood and got acquainted in details including but not limited to the followings: (i) Specified working area (ii) Extent of work to be done (iii) Labour related local conditions (iv) Other relevant local conditions and submit a letter of site visit duly certified by the Business Head or his Authorized Representative.	
9	Acknowledgement of Tender/ Documents duly filled in and signed on all pages/ fields/ columns along with required undertakings/ certificates.	
10	Declaration stating that the Bidder has carefully read all terms and conditions of the tender document and he/she is fully satisfied and unconditionally accepted all terms and condition of the tender as per format (Appendix-12) has been attached.	

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

In response to the tender invited by you vide Tender Notice Ref No:-OMDC/MINE/2024-25/1 Dated 10/05/2024. I/ We examined the General Conditions and other Terms and Conditions of the Tender. I/ We agree to abide by all instructions in these documents attached hereto and hereto bind myself/ ourselves to execute the work as per schedule stipulated in the Tender Notice. Certified that above mentioned particulars are correct and true to the best of my/ our knowledge. In case any statement made above is found not correct my/ our tender may be rejected by OMDC Ltd. I/ we also certify that I/ We have visited the site and got myself/ourselves acquainted with local conditions. My/ Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid for 180 days from the date of opening of the Techno Commercial Bid. I/ We also authorize the Company to forfeit my Earnest Money Deposit and Security Deposit in case I/ We fail to execute the job if my/our tender is accepted.

SIGNATURE OF THE BIDDER WITH SEAL



**LETTER OF SUBMISSION OF TENDER**

(To be submitted by the Bidder on their letter head along with his/ their Tender)

Ref No.: Dated:  
To,  
The Business Head  
The Orissa Minerals Development Company Limited  
Barbil, District: Keonjhar  
PIN- 758035  
Ref: OMDC/ MINE/2024-25/1 dated 10/05/2024

SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAH I MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES.

Dear Sirs,

With reference to the Tender invited by The Orissa Minerals Development Company Limited (OMDC), I/ we, M/s ....., have examined the Tender Documents comprising of Instructions to the Bidder, Articles of Agreement, General Conditions of Contract, Special Conditions of Contract, Tender Specifications, and hereby offer to undertake PURCHASE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAH I MINES OF OMDC SUBJECT TO CLEARANCE OF STATUTORY BODIES.

I/ We undertake to commence work as mentioned in the Scope of Work and Terms & Conditions of tender, in conformity to the Contract Schedule.

I/We have deposited/adjusted against clear outstanding bills (by submitting letter of approval from Business Head, OMDC) as Earnest Money a sum of Rs. 1,00,00,000/- (Rupees One Crore only) which amount is not to bear any interest and we do hereby agree that this sum shall be forfeited in the event of my/ our withdrawal of the Tender or if I/ we fail to sign the agreement when called upon to do so.

I/ We hereby agree that until a formal Agreement is prepared and signed in accordance with the Articles of Agreement, this Tender together with OMDC’s written Letter of Acceptance (LoA) thereof shall constitute a binding Contract.

I/ We agree that Price Bid of this Tender submitted by us shall remain valid for a period of 180 days from the due date of submission of Tender.

Yours faithfully,

[Signature and Name]

Dated this.....day of , 2024. in the capacity of.....[position] Duly authorized to sign this Tender for and on behalf of M/s. ....[Name of the Bidder].....(Address of the Bidder), e-mail ID:.....Telephone:.....Mobile:.....



**(Para 2.0 of Instructions to the Bidder)**

(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

**FORM OF BANK GUARANTEE**

1. Name and address of the Bank:  
(Full Postal Address & PIN code to be given)
2. Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_
3. Limit of Liability \_\_\_\_\_ Expiry Date \_\_\_\_\_
4. Tender Notice No. \_\_\_\_\_ Date \_\_\_\_\_
5. Name of the work as given in the Tender \_\_\_\_\_

To,

The Orissa Minerals Development Company Limited  
Barbil, District: Keonjhar  
PIN- 758035

**Sub: Earnest Money Deposit**

In consideration of M/s The Orissa Minerals Development Company Limited having its office at Barbil, District-Keonjhar, Odisha-758035 (hereinafter called "the company") which expression shall unless repugnant to the subject or context includes his successors and assigns having agreed to exempt M/s.....(Hereinafter called "the bidder/ ") from demand under the terms and conditions of the Tender Number(\*).....Dated....issued by the Company for the work(\*\*).. ..(hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment of the bidder of terms and Conditions contained in the said documents on production of a Bank Guarantee for Rs.....(Rupees only).

1. We, the . . . . . Bank (hereinafter referred to as "the said Bank") a Company under the Companies Act, 1956 and having our Registered Office at . . . . do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs.....(Rupees.....Only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reasons of any breach or breaches by the bidder of any of the terms and conditions contained in the said documents and unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.
2. We, the... .. Bank further agree that if the bidder commits any breach of the terms and conditions of the said documents in respect of which the bidder has been exempted from depositing the Earnest Money because of the guarantee furnished by the Bank to the Company and the Company has become entitled to forfeit the Earnest Money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Company on demand and without demur the amount of the Earnest Money required to be furnished by the bidder under the conditions of the said documents in respect of which the breach is committed to the extent of `..... (Rupees (Only)
3. We, the Bank further agree that the company shall be the sole judge of and as to whether the bidder has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the bidder in respect of the said document and the decision of the company that the bidder has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We, the said Bank further, agree that the guarantee herein contained shall remain in full force and effect, until it is released by the Company provided always this guarantee shall in no event remain in force after the.....day of.....without prejudice to the claims of the company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same are enforced after the said date.
5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder or to postpone for any time and from time to time any of the powers exercisable by it against the bidder and either to enforce or forbear from enforcing any of the terms and conditions governing the said document or securities available to the company and the said Bank shall not be released from its liability under these presents by any exercise of the company of the liberty with reference to the matters aforesaid or by reason of time being given to the bidder or any other forbearance act or omission on the part of the company or any indulgence by the Company to the bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for these provision have the effect of so releasing the Bank from its liability.
6. It shall not be necessary for the company to proceed against the bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the company may have obtained or obtain from the bidder shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
7. We, the said bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the company or the bidder of the Bank shall not discharge our liability hereunder.
8. We .....(name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Rourkela /Bhubaneswar and they shall honor such demand in any case not later than next working day.
9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below:

Place:  
Date:

Signature  
Name

*Note: Instructions to the Bank: Not to be reproduced in the Bond Paper*

1. *The following are to be filled up in the blanks pace indicated thus:  
(\*)Tender No. of the tender (i.e.) No. of the covering letter of the tender of the bidder.  
(\*\*)Name of the work as given in the Tender Notice.*
2. *All pages of bank guarantees shall have the rubber stamp and signature of the officer of the Bank.*
3. *All corrections shall be attested by Rubber Stamp and Stamp of the officer of Bank.*

**(Para 3.0 to Instructions to the Bidder)**

**BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK**

(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

To  
 The Orissa Minerals Development Company Limited  
 Barbil, District-Keonjhar  
 Odisha-758035

- 1 Name and Address of the Bank :
- 2 Bank Guarantee No :
- 3 Date of Issue/with effect :
- 4 Date of Expiry :
- 5 Claim Period :
- 6 Limit of Liability :
- 7 Ref. Letter of Acceptance and Date :
- 8 For (Name of work) :

**SUBJECT: SECURITY DEPOSIT**

In consideration of The Orissa Minerals Development Company Limited having its office at Barbil, District-Keonjhar, Odisha-758035(a Government Company incorporated under the Companies Act,1956)having its registered Office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha) (hereinafter called the Company)having agreed to accept the Security Deposit.....of .....(Rupees....only). M/s .....(hereinafter called the Contractor) under the Terms and conditions of the Letter of Acceptance No: dated....for (Name of.....the work) on a comprehensive basis and as per your Letter of Acceptance dated (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of performance under the custody of the Contractor in terms of the said tender as also for the due fulfillment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for `.....Rupees.....(Only).

We, (Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs.....(Rupees..... (Only) caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of..... (Rupees..... (Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/defaults on the part of the Contractor.

- 1. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.
- 2. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to

time under this Guarantee, subject to a ceiling limit..... (Rupees..... (Only) as referred to above and this Guarantee shall not become invalid or in fructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.

3. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate.

Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works in the said contractor otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required.

4. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein contained will enlarge our liability beyond the limit of `..... (Rupees (Only)as aforesaid or extended the period of the Guarantee beyond the said day of unless expressly agreed to by us in writing.
5. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
6. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
7. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
8. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.
9. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
10. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or un-realized.

11. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- (A) Our liability under this bank guarantee shall not exceed Rs.....(Rupees--only)
- (B) \* The Bank guarantee shall be valid up to.....
- (C) We are liable to pay the Guaranteed Amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or demand on or before(\* date of expiry of Guarantee)

Dated the.....day of.....2024

SIGNATURE WITH SEAL

\*Validity of BG to cover contract period + Closure obligation period+6 months (claim period)

- 12. We (Name of the Bank)hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Barbil (Name and address of the bank) and they shall honor such demand in any case not later than next working day.
- 13. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/ higher Authority(Name & address):

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND.....

**(Para 3.3 of Instructions to the Bidder)****FORM OF PERFORMANCE GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT**

This AGREEMENT is made this.....day of ..... ,2024, between M/s ..... , a company registered under the Companies Act 1956, having its registered office at.....(herein after called“ The Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part and the Orissa Minerals Development Company Limited, a company registered under the Companies Act 1956 having its registered office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha) called “The Company” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

WHEREAS the Contractor has interalia agreed with the company to execute the work.....onacomprehensivebasisonthetermsandconditionscontainedintheContractNo.....madebetweentheCompanyandtheContractor.

AND WHEREAS the Contractor has to furnish a sum of `.....(Rupees..... (Only), as Security for the due performance of the said Agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of`.....(Rupees.....(only) from the Contractor as security but to accept this Performance Bond for the due performance of the said agreement by the Contractor on the terms & conditions herein contained.

It is now agreed by and between the parties hereto as follows:

1. In consideration of the company agreeing to waive the payment by the Contractor, Security Deposit in accordance with the said agreement on the Contractor furnishing this indemnity, the Contractor hereby undertakes to indemnify the Company and keep the company indemnified from time to time to the extent of`.....(Rupees.....(Only) being value of Security Deposit in accordance with the said agreement against any loss or damage caused to or suffered by the Company by reason of any breach or breaches on the Contractor’s part of any of the terms & conditions contained in the said agreement and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said agreement or otherwise in the observance or performance of any of the terms & conditions relating thereto in accordance with the true intent and meaning thereof the Contractor shall forthwith on demand and without demur pay to the company such sum or sums not exceeding in total the said sum of`.....(Rupees.....(Only) as may be claimed by the company as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractors’ part.
2. Notwithstanding anything to the contrary in these presents or in the said agreement the Company’s notice as to whether the Contractor has made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Contractor for the purposes of this indemnity and the Contractor shall not be entitled to ask the Company to establish its claim or claims under this Indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way prejudiced by reason of such demand by the Company and payment by the Contract or under this indemnity and the claims under the said agreement shall be settled in accordance with the said agreement without prejudice to the Company’s rights to demand immediately under this indemnity and the Contractor’s liability to pay the same, but any amount so paid by the Contractor being taken into consideration the settlement as per the said agreement.

3. This Indemnity shall continue and hold good until it is released by the Company in writing on the Contractor's application after the expiry of relative guarantee period of the said agreement and after the Contractor has discharged all his obligations under the said agreement and submitted a No Demand Certificate from the Engineer under the said agreement.
4. The company will have the fullest liberty from time to time to enforce or for bear to enforce any of the terms & conditions of the said agreement and the Contractor shall not be released from his liability under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Company's part or any indulgence by the Company to the Contractor or by any variations or modifications of the said agreement or any other act, matter or thing whatsoever on the Company's part.
5. This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company by the Contractor and this indemnity does not revoke or limit such indemnities or Guarantee.

IN WITNESS WHEREOF the parties hereto have executed these presents the day the year first herein above written.

Signed by Shri .....(Name and Designation) on behalf of the Contractor in the presence of

1

For and on behalf of  
The Orissa Minerals Development Company  
Limited

2

Signed by Shri  
(Name and Designation)

.....XXXX.....

**DETAILS OF JOBS UNDERTAKEN (ON-HAND & COMPLETED)**

S No	Full Particulars of similar work carried out by the Bidder	Amount of work	Period of Contract	Name & Complete Postal address of Authorities for whom work was carried out with telephone No, Mobile No, email if any
<b>A</b>	Work executed in the Name of the Bidder			
<b>B</b>	Work Executed by Bidder not in the name of the Bidder but in a different name or in a different partnership or as sub-Contractor to a principal Contractor			

*Note: 1. A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the tender.  
2. Completion Certificate to be enclosed.*



**DEPLOYMENT OF MINING EQUIPMENT AND MACHINERY**

Schedule of works with details of equipment to be deployed by the Bidder for the contract.

S No	Description	Details	Approximate date when it will be deployed at Site

*NB: A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the tender.*

**DETAILS OF TIME SCHEDULE FOR COMMENCEMENT OF MINING ACTIVITY**

<b>S No</b>	<b>Items of Commencement</b>	<b>Completion Work From Fax LOA</b>	<b>No. of Days From Fax LOA</b>

**FORM FOR DEVIATIONS FROM THE TENDER DOCUMENT**

We have examined the Tender Documents and understood all the requirements. We hereby confirm that all the details of our offer conform to Tender Notice No. **OMDC/MINE/2024-25/1** excepting for deviations listed below. We understand that Employer/Employer’s representative will not entertain any deviations other than those specified below and accepted by Employer/Employer’s representative in writing:

Refer Clause no. of Tender Specifications	Deviations	Justification for the deviation

Name of the Work.....

Signature: .....

Specification No.....

Name:.....

Designation:.....

Bidder’s seal with date:

**BANK ACCOUNT DATA FOR e-PAYMENT**

1. Contractor's Code :
2. Option : RTGS/NEFT
3. Beneficiary Details:
  - i) Name of Beneficiary :(maximum 35 characters)
  - ii) Bank Name :  
(maximum 35 characters)
  - iii) Branch Name :  
(maximum 35 characters)
  - iv) Branch Address :
  - v) Branch Telephone Number :
  - vi) Account No. :  
(maximum 35 characters)
  - vii) Account Type :  
Savings/Current/Overdraft  
(mention Code No. also)
  - viii) Beneficiary Bank's IFSC Code :(maximum 11 characters)

**Declaration:-**I hereby declare that the particulars given above are correct and complete.

(Signature of Contractor)

Name:

Design:

---

**Certificate**

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/--  
Branch Manager  
Bank Seal

**(TO BE ENCLOSED WITH ON-ACCOUNT BILLS)****Sub: Proforma of Statutory Obligations of Labour Rules**

<b>S No</b>		
1	Name of the Contractor:	
2	Name of the Work:	
3	Agreement No:	
4	Labour License No. & Validity:	
5	No. of workers for which above Labour License is Obtained:	
6	Compliance to the provision of	
	-Employees Provident Fund& Misc Provision Act 1952	
	<b>Verified and Certified that the certificates are in order</b>	<b>Certified that I / We the above are found to be complying with the above Statutory Provisions</b>
	Signature of the Manager	Signature of the Contract / Authorized representative/ Power of Attorney Holder with Date
	Name	Name
	Designation	Address
	Address	

**CHECKLIST FOR BANK GUARANTEES**

Name of the Work	
Tender Notice No. & Date	
Name of the Party Submitting BG	
Name of the Bank issuing BG	
BG No & date	
BG Value	
BG Validity upto	

Sl. No.	Check List points	Yes/No
1	Is the BG as per the approved format of OMDC?	
2	Is the BG issued by the specified category of Banks (Scheduled Commercial bank/ Nationalized bank etc. As specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant State rules?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/ tender with reference to which the BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/ officers signing the BG are mentioned against the signature of respective officer/ officers	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11	Whether the BG format contains the details of the controlling office/ higher authority from which confirmation regarding issuance of BG may also be obtained.	
12	BG contains the clause for " Enforceability of the same at Rourkela Or Bhubaneswar and the address of the same is also specified in the BG.	

**NOTE:**

1. The BGs are to be submitted to OMDC, only when reply to all the above are ' Yes'.
2. Successful Bidder shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Signature of the Contractor

Date:

## PRICE BID

(Bidders may please note that only "QUOTED" to be written in the below table as confirmation to the scope of Work. Price shall not be written here. Price Break up shall be obtained from H-1 Bidder after opening of Price bid or Forward Auction, if any)

Tender Notice No. **OMDC/MINE/2024-25/1**

Date:**10/05/2024**

**Sub:** SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC.

Item No.	Description	Amount (Rs/MT)
A.	Base Price	As per Cl.No.7 of SCC (Pricing mechanism)
B.	Premium per MT of iron ore purchased from OMDC	
C.	TOTAL (Excluding taxes) In Indian Rupees (A+B) ..... (in figures) ..... (in words)	

**Note:**

This above quoted rate shall be exclusive of all statutory payments such as Royalty, DMF, NMETF, Forest Development Tax, Forest Permit fee, Infrastructure and Environment, Development Tax or any other taxes applicable at the time of dispatch of Iron ore and applicable GST on it. Any other taxes /levies that may be introduced in future will be extra.



**UNDERTAKING**

To  
The Business Head  
The Orissa Minerals Development Company Limited  
Barbil, District: Keonjhar  
PIN- 758035

Ref: Tender Notice No. OMDC/MINE/2024-25/1

Date: 10/05/2024.

Sub: SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC  
SUBJECT TO CLEARANCE OF STATUTORY BODIES.

Dear Sir,

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

I/ We have visited the site and got myself/ ourselves acquainted with local conditions. I/We have submitted the letter of site visit duly certified by the Business Head or his Authorized Representative. 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 180 days from the date of opening of the Techno Commercial Bid.

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 Public Sector Enterprises or State/ Central Govt. Undertakings or debarred by OMDC at any time.

I/We enclose here with the required documents.

Yours faithfully,

Signature of the Bidder  
With Seal

Encl: List of documents [I] Tender Schedule  
[ii] Part-I Techno commercial Bid  
[iii] Part-II Price Bid.

Witness1: \_\_\_\_\_

Witness2: \_\_\_\_\_

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

<b>MINES OFFICE:</b>	<b>REGD. OFFICE:</b>
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha) Telephone No. : 06767-275530, 275058, 276131	Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha) E-MAIL: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> Telephone No. : 0674-2391495

**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC.**

**Issued by:**

\_\_\_\_\_  
**The Orissa Minerals Development Company Limited**



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

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

Telephone No. : 06767-275530, 275058, 276131

REGD. OFFICE: Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha). Telephone No. : 0674-2391495, E-MAIL: info.birdgroup@nic.in

**SPECIAL CONDITIONS OF CONTRACT**

**TECHNO-COMMERCIAL (PART-I)**

**TENDER NOTICE NO: OMDC/MINE/2024-25/1 DATED 10/05/2024.**

The Orissa Minerals Development Company Limited (OMDC) is a mining company located at Barbil, in the district of Keonjhar, Odisha. OMDC is a subsidiary Company of Eastern Investment Limited (EIL) which is a subsidiary of Rashtriya Ispat Nigam Limited (RINL).

OMDC is going to sell undisposed stock of ~50 lakhs MT of iron ore fines from Bhadrasahi mines of OMDC subject to clearance of statutory bodies as per the scope of work detailed below:

**1. SCOPE OF WORK:**

- a. The selected agency/(ies) are required to sign the contract to purchase the Iron Ore fines of 05 (five) Million Tonnes from Bhadrasahi mines.
- b. Each successful bidder has to lift minimum 20 stacks of ~4,000 MT each (i.e. ~80,000 MT approx.) in every month and minimum 60 stacks of ~4000 MT each (i.e. ~2,40,000 MT) in every quarter. Failure to lift the quantity as indicated above, either on monthly or quarterly basis shall attract penalty as envisaged in Clause no.14 of SCC.
- c. Stacking of minerals in geometrical shape of 4000 MT each as per statute, for facilitating joint verification by the offices of DDM, Joda and IBM shall be in the scope of the successful bidder.
- d. The agency shall assist in obtaining necessary approvals/ permission from the statutory authorities for dispatching the minerals without any financial implication to M/s OMDC. Any statutory changes or new approvals required as per changes in government guidelines from time to time shall be in the scope of Bidder without any financial implication to M/s OMDC during the currency of the Contract.
- e. The agency shall co-ordinate with the Steel & Mines / Forest departments (Govt. of Odisha) or any other authority required for obtaining the necessary clearances required for dispatch of the minerals to them.
- f. The agency would also coordinate with the corporation, the mining contractor deployed by the Corporation, registered transporters, authorities and officers of Odisha mineral development company and tax authorities.
- g. The quantities of ore are only indicative/tentative and OMDC reserves the right to increase or decrease the quantity. The successful bidder will not be entitled to any compensation or indemnity on account of increase or decrease in the quantity. The successful bidder shall agree and understand that the Stock may vary from time to time and material accounting will be done based on the actual recorded weighed by weighbridge provided by OMDC to which the successful bidder will not have any objection.
- h. OMDC will offer quantities based on availability of inspected lots after receipt of Form-K from the office of DDCA/ DDM, Joda.
- i. OMDC will dispatch the minerals on ex-mines basis.
- j. This contract will become operational only after inclusion of stock in i3MS portal, Govt. of Odisha.

## **2. EXTENT AND SCOPE OF CONTRACT**

The Contractor shall carry out and complete the work in every respect as per the directions of and to the satisfaction of the Employer/Engineer in accordance with the Contract. Further during the course of execution, the Employer/Engineer from time to time shall discuss and issue necessary written instructions, details, directions and explanations, etc., which are hereafter collectively referred to as the "Employer's Instructions". The same shall include the following:

- 1) The variations or modifications, corrigendum, revisions issued in this regard.
- 2) Intimating the method or form of payment of bills or intimating any changes thereof.
- 3) Pull down, removal or break-up and/or re-execution of any works executed by the Contractor which are not in accordance to the Contract.
- 4) The dismissal from the works of any person employed thereupon.
- 5) The opening up for inspection any work covered up.
- 6) The rectifying and making good of any defects.
- 7) The inspection and carrying out of tests of materials.
- 8) Deducting and recovering any amounts, in respect of products for which payments had been made, from any amounts due to the Contractor
- 9) If a work is transferred from the jurisdiction of the Employer to any Successor, while the Contract is in subsistence, the Contract shall be binding on the Contractor and the Successor in the same manner and take effect in all respects as if the Contractor and the Successor were parties thereto from the inception and then corresponding office of the competent authority of the Successor will exercise the same powers and enjoy the same authority as conferred to the Employer under the Original Contract entered into and the Engineer so appointed shall have the same powers as envisaged in the Contract.
- 10) If for any reason the Contract is transferred to the Successor of the Employer as above, the Contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the said Successor and shall take effect in all respects as if the Contractor and the said Successor had been parties thereto from the date of this Contract.
- 11) The Contract shall be governed by the law for the time being in force in the Republic of India.
- 12) In case of demise or dissolution or bankruptcy or insolvency of the Contractor or if the Contractor causes or suffers any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefits of its creditors or any of them, the Employer shall be at liberty:
  - to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the Contract may become vested. (Or)
  - to give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

### 3. SPECIFICATIONS OF PRODUCTS: -

Physical Specification:

Sl. No.	Size of Finished products	Nomenclature
1	-10 mm	Iron Ore Fines

Chemical Specification:

Mineral	Quality
Iron Ore	Fe less than 55%

### 4. AREAS OF OPERATION:

The area / place of work shall be at Bhadrasahi Iron & Manganese Ore Mines of OMDC, Keonjhar district, Odisha. The bidders are advised to visit the site to acquaint themselves and other working conditions before submitting the Tender document. The OMDC will provide necessary help in facilitating such visits to the mines.

### 5. COMMENCEMENT OF CONTRACT

The effective date of the contract shall be 15 days from the date of signing of the Contract agreement.

### 6. PERIOD OF CONTRACT:

The period of Contract shall be as follows:

- In case work is awarded to only one bidder, period of contract shall be for 60(Sixty) months from the date of commencement of contract.
- In case work is awarded to two bidders, period of contract shall be for 30(Thirty) months from the date of commencement of contract for each bidder.

Note: However, the LOA will be issued after the date of inclusion of at least 10 lakh MT (out of 50 Lakh MT) undisposed stocks in i3MS portal, Govt. of Odisha and the contract agreement will be signed within 15 days from the date of issue of LOA.

### 7. PRICING MECHANISM:

The base price will be any one of the below, whichever is higher:

- The weighted average price of the last e-auction in OMDC for the appropriate grade in the month of offer will be fixed as the sales price for the particular product and the sales price will be changed continuously with each e-auction.
- Average price by considering 50% of the equated base price of said Fe% shall be computed considering the long term price of NMDC Iron Ore material Bailadila fines as on date of offer with bonus / penalty as per respective NMDC price circular and 50% average sales price published by IBM for Odisha region as available in the month of offer.
- IBM's published price for the Odisha region as available in the month of offer.
- Total selling price per MT of the corresponding month = Base price + quoted premium on base price + Applicable taxes.
- All other charges incl. transportation, loading, unloading, etc. are to Contractor's account.

### 8. WORKING HOURS

The permissible working hours at mines shall be from **7 A.M to 5 P.M** on all the working days except Sundays and Holidays. On Sundays/Holidays, the job shall have to be done by the Contractor as per the requirements which shall be at the discretion of OMDC with permission from Engineer. No extra cost shall be paid by OMDC for such work on

Sundays/Holidays.

**9. MAINTENANCE OF HINDRANCE REGISTER:**

The Contractor shall maintain the hindrance register regarding reasons for shortfall of desired work which will be signed by both Contractors' representative and Mines Manager or Engineer or his representative on daily basis.

**10. WORK PROGRESS REPORTS**

The Contractor shall submit progress reports in every 15 days till contractual work is completed and also should submit Daily Management Report covering stacking, inspection and dispatch, to the Engineer/ Manager(Mines) as per the format given by the Engineer/ Manager(Mines)after award of the Contract.

The Employer may call the representatives of the Contractor for Progress Review Meetings to be held at periodical intervals. The Contractor shall depute his representatives for such meeting at his own cost. For this purpose, the Contractor shall depute his representatives so that the exact state of progress of work could be reviewed with the Engineer/ Manager (Mines) or his authorized representative.

**11. METHOD OF SAMPLING & ANALYSIS:**

The quality analysis report of Iron Ore conducted by the office of DDM, Joda will be final and binding.

**12. LOCAL CONDITIONS:**

The Contractor shall visit the site(s) along with Engineer or their authorized representative and ascertain local conditions, traffic restriction, facilities for drainage on site, obstruction in the area and all other factors likely to affect the rate to be quoted by them. Contractor shall be deemed to have included in their bid for the incidence of extra cost, if any, due to such site conditions and other factors.

OMDC shall not entertain any complaints regarding bad working conditions such as roads, inundation etc.

The Contractor should ensure that the materials loaded/ transported by them to the specified places do not interfere / hamper the working of OMDC.

**13. WEIGHMENT**

The weighment of the truck/ tipper carrying the product shall be taken at OMDC weigh-bridge and the weight recorded in such weighbridge shall form the basis for invoicing purpose. The weighment at weigh-bridge shall be final and binding on the contractor and OMDC for determining the quantity of ore. After dispatching the material from the mining area, OMDC will not be responsible for any deviation in quality and quantity both.

**14. PENALTIES:**

- a) The non-compliance or delay in compliance or delay in achieving the milestones/ generation of desired output within the specified time will attract penalties as follows:

Sl.No.	Particulars	Milestone	Penalty
1	Commencement of Stacking	Within 15 Days from the date of Signing of Contract Agreement	If the Contractor fails to commence stacking within the 15 days from the date of Signing of Contract Agreement and the reasons are attributed to Contractor, the EMD/SD amount will be forfeited
2	Lifting of contract quantity quarterly as mentioned in the scope of work	Within 90 Days from the date of Signing of Contract Agreement	If the Contractor fails to lift the contract quantity quarterly and the reasons are attributed to Contractor,0.5% of Final Price offer (base price + premium) for the less lifted quantity will be charged, as a penalty.



## 15. REGISTERS & FORMS:

The Contractor shall maintain the following Forms as may be in force from time to time in bound registers required under the statute: -

- a) Form A Register of Employment.
- b) Form D Attendance Register of Persons Employed in the Open Cast Mine.
- c) Form E Register of Persons Employed above Ground.
- d) Form F Register of Compensatory Day of Rest.
- e) Form G Register of Leave Account.
- f) Form H Register of Leave Wage Account.
- g) Form I Register of Overtime Wages.
- h) Form J Register of Reportable Accident.
- i) Form K Register of Minor Accident.
- j) Any other Form/Register/Record as required and directed by the Mines Manager/Manager (Personnel) or their authorized representative.

All the above registers are to be kept in the Site Office during working hours and should be readily available for inspection by the OMDC/authorized representative or by the Statutory Authorities. During the execution of the work, if there is any change in the Form A, the same should be reported forthwith to the Mines Manager. No name of persons should be added in form-A Register without the express permission of the Mines Manager. Identity Cards are to be issued by the Contractor to all workmen engaged. The costs of Photographs for Form-A Register, Vocational Training Center (VTC) and Identity Cards are to be borne by the Contractor. Before engagement, the employees should be imparted Basic Training at VTC and also undergo Initial Medical Examination (IME). The Contractor shall furnish copies of Returns filed with DGMS to OMDC in time.

## 16. ENVIRONMENTAL OR FOREST LAWS:

The Contractor shall be solely responsible and liable for contravention of Environmental or Forest Laws arising out of their acts of omissions or commissions from time to time. The Contractor will indemnify the OMDC against any legal action taken by the State/Central Government.

## 17. OPERATING AUTHORITY:

Engineer or his authorized representative shall certify the execution of the jobs as per the contract terms & conditions and he shall be the inspecting /operating authority. However, for deviation in the Scope of Work, the same shall be operated as per the discretion of OMDC management.

## 18. SECURITY DEPOSIT:

Security Deposit for the work shall be @ 5% of the total contract price **[(base price arrived as per pricing mechanism as per clause no. 7 above + final premium quoted by the successful bidder + applicable taxes) x Contracted Quantity in MT]** as on the date of award of contract. Earnest Money Deposited by the successful bidder shall be returned on submission of SD.

## 19. SAFETY:

In addition to the points mentioned in clause no. 11.5 of GCC. The following safety measures are to be ensured by the Contractor.

- a) The Contractor shall be responsible to ensure safety of the workmen engaged for the jobs.
- b) Contractor will not be allowed to sublet the work without prior permission of OMDC, except in special circumstances which needs to be recorded in writing and with due approval.
- c) Engineer or their authorized representatives must ensure that the Contractor's employees use safety appliances/PPEs at the worksites.
- d) Contractor must ensure that the Supervisors concerned must visit the entire area of worksite every day and take immediate action to remove hazards whenever noticed.
- e) Contractor must ensure that all the working areas are as per provisions of Mines Act, Regulations & Rules and bylaws made there under or any changes from time to time.
- f) The Contractor shall maintain good housekeeping at the worksite for safe working.
- g) The Contractor shall ensure that no workman is deployed on work without undergoing a basic safety training from VTO/Safety Officer and those who are not trained earlier are to be released (with wages) for training under VTO/ Safety Officer of OMDC. Record of such training is to be maintained in a register meant for the purpose.
- h) For violation of Safety Rules etc., following would be the penalties to be imposed on the Contractor:

Sl.No.	Job / Area	Violation	Penalty
a)	Working at Height without safety belts & height pass	After 3 repeated violations	a) Rs. 10,000/-
b)	Electrical fittings	After 3 repeated violations	a) Rs. 10,000/-
c)	Non-use of vital safety appliances	After 3 repeated violations For any serious accident	Rs. 10,000/- b) Rs. 2,00,000/-
d)	Improper sloping shuttering over hangs	After 3 repeated violations For any serious accident	Rs. 10,000/- Rs. 20,000/-
e)	Uses of improper tools / tackles	After 3 repeated violations For any serious accident	Rs. 5,000/- b) Rs. 2,00,000/-
f)	Fatal Accident	-	Rs.5,00,000/- in case compensation is not received from insurer.

The penalty at the above rate shall be imposed after investigation and obtaining the report either from Engineer or from the committee, if formed for the same. The penalty shall be imposed by Business Head in consultation with Mines Manager/Engineer. Record of such penalties imposed shall be maintained by OMDC.

## 20. PAYMENT TERMS:

- a) Contractor has to deposit advance payment of Base price plus Premium quoted by the bidder in the form of RTGS an amount equivalent to monthly scheduled quantity ((Base price plus Premium quoted by the bidder and accepted by OMDC) x Monthly Scheduled Quantity) in maximum three installment of every month. Delivery Order, equivalent to full amount or value of Installment for dispatch will be issued by Mines Manager/Engineer only after payment in advance in the form of a Crossed Demand Draft or RTGS/ NEFT in favour of OMDC.
- b) Contractor has to deposit royalty, DMF, NMET, Reclamation charges and all other

applicable taxes etc. in maximum three installments in a month. Delivery Order will be issued accordingly on payment of such taxes and duties as mentioned above.

- c) In Case of assessment of royalty by Mining department if any difference found and demand raised issued by OMDC the same shall be deposited by the contractor within 15 days from the issuing demand note by OMDC.
- d) Even if the contractor fails to lift the scheduled quantity of Iron ore for what so ever reasons, he shall be bound to pay the amount of value of Iron ore for the scheduled quantity, however the balance un-lifted quantity can be lifted at any time during the tenure of the contract.
- e) If the scheduled monthly payments of the bid value of Iron ore due to OMDC are not realized from the contractor for the continuous period of three months then the interest of 12% per annum will be charged on delayed payments from the date of start of delay.
- f) If the scheduled Monthly Payments are not paid for six months, the agreement shall be terminated, and the entire security deposit shall be forfeited after serving the Show-cause Notice to the buyer.
- g) Further, the appropriate authority of OMDC shall have the discretion for relax the above clause, if authority satisfy with the reasons for non-compliance of the conditions.

The applicant is expected to make itself acquainted with the acts, rules and regulations of the below mentioned taxes and duties and also with any other taxes and duties imposed in future.

- TCS
- Royalty
- Infrastructure & Development Cess
- Environmental Cess
- Panchayat Tax
- Forest Cess
- NMET
- DMF
- Additional Amount (as applicable)
- Other taxes/ duties/ levies (as applicable)

## **21. CONTRACT DOCUMENT:**

The several documents forming part of the contract are to be taken as mutually explanatory of one another. Should any condition in General Condition of Contract be contrary to the Special Conditions of Contract then the Special Conditions shall prevail.

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**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

<b>MINES OFFICE:</b>	<b>REGD. OFFICE:</b>
P.O. :Thakurani, Via- Barbil, Dist.-Keonjhar Odisha-758035. Telephone No. : 06767-275530, 275058, 276131	Plot No.- 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit- IV, Bhubaneswar-751001( Odisha) E-mail: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> Telephone No. : 0674-2391495

**LETTER OF SUBMISSION OF TENDER,  
ARTICLES OF AGREEMENT  
GENERAL CONDITIONS OF CONTRACT GCC  
FOR**

**SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT OF IRON ORE FINES FROM BHADRASAHU MINES OF  
OMDC AFTER INCLUSION IN i3MS PORTAL.**

This Tender Document is issued to

Name of Bidder

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Issued by:**

\_\_\_\_\_

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## THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

AGREEMENT NO:

DATED:

### ARTICLES OF AGREEMENT

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

AND

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

Whereas

SALE OF UNDISPOSED STOCK OF ~50 LAKHS MT( ~25 lakh MT for H1 and ~25 lakh MT for H2 matching with H1 prices) OF IRON ORE FINES FROM BHADRASAHU MINES OF OMDC AFTER INCLUSION IN i3MS PORTAL.

The Bidder has declared that he has proven and specialized knowledge and expertise in purchase for a value of >= Rs.100,00,000,00 during \_\_\_\_\_ (any one financial year of last 5 (five) years ending 31.03.2024) and

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

The Bidder has agreed to undertake purchase of UNDISPOSED STOCK OF ~50 LAKHS MT( ~25 lakh MT for H1 and ~25 lakh MT for H2 matching with H1 prices) OF IRON ORE FINES FROM BHADRASAHU MINES OF OMDC AFTER INCLUSION IN i3MS PORTAL.

As specified in the NIT No. \_\_\_\_\_ and other documents of the Contract, and the Employer has accepted the Tender of the Bidder as modified and agreed upon, and

Now it is hereby agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.
  - a) NIT and annexure/appendix, if any
  - b) Instructions to Bidders
  - c) Letter of Acceptance
  - d) Price Bid
  - e) General Conditions of Contract
  - f) Special Conditions of Contract
  - g) Contract Specification
  - h) Other Technical Documents and drawings.

i) Other document and correspondences

3. The Commencement of Contract shall be 15 days from the date of signing of the contract agreement.

In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer for the

PURCHASE OF UNDISPOSED STOCK OF ~50 LAKHS MT ( ~25 lakh MT for H1 and ~25 lakh MT for H2 matching with H1 prices) OF IRON ORE FINES FROM BHADRASAHI MINES OF OMDC AFTER INCLUSION IN i3MS PORTAL.

4. Time is the essence of the Contract. Stacking of the minerals will commence within 15 days from the date of signing of the contract agreement. The Work shall be considered as completed in all respects only after fulfilling all the contractual obligations under the Contract.

5. No amendment to this Contract shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Contract.

6. All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen in Barbil, Odisha. Only the Courts in Odisha shall have jurisdiction. However, the disputes, if any, shall be settled by Arbitration mentioned in the General Conditions of Contract.

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

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

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Employer)

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Bidder)

# THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

- 1.1. Definitions: In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except wherein the context otherwise requires.
- 1.1.1. "Approved" means approved in writing including the subsequent written confirmation of previous verbal approval, if any.
- 1.1.2. "Approval" means approval in writing including as above said.
- 1.1.3. OMDC: OMDC means "The Orissa Minerals Development Company Limited". A company incorporated in India and having its registered office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha).
- 1.1.4. Business Head: Unit Head of OMDC at Barbil or his/her Authorized Representative.
- 1.1.5. "Contract" means the Offer of the successful Bidder along with all clarifications/confirmations or Contract Specifications, Tender with all the enclosures, Articles of Agreement, General Conditions of Contract and Appendices, Special Conditions of Contract and Annexure, together with the Letter of Acceptance and other documents specifically indicated therein and entered into between the Employer and the Bidder for executing the Work.
- 1.1.6. "Contract Specification" shall include the agreed Scope of work, the schedules and all other particulars mentioned as such in the Contract.
- 1.1.7. "Bidder's Plant and Equipment" means all equipment, machinery engaged in this tender/contract for carrying out the work.
- 1.1.8. "Bidder" shall mean the Bidder(s) whose bid(s) has been accepted and shall include his/their heirs, executors, administrators, legal representatives, successors/assigns and his/their Indian Agents approved by the Employer.
- 1.1.9. "Date of Award of Contract" shall mean the date of issue of Letter of Acceptance.
- 1.1.10. "Employer" means The Orissa Minerals Development Company Limited". A company incorporated in India and having its registered office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001 (Odisha).
- 1.1.11. "Engineer" means Manager(Mines) or any other Officer appointed by designation from time to time by the Employer (Business Head / Director / Managing Director / Chairman) who is to deal with the contract on behalf of OMDC.
- 1.1.12. "Engineer's Representative" means any assistant of the "Engineer" or any other Employee or Agent appointed from time to time by the Employer or the Engineer to perform the duties.
- 1.1.13. "Letter of Acceptance" means intimation from the OMDC by a letter/Fax/Email to the successful Bidder that his tender has been accepted in accordance with the provisions contained therein.
- 1.1.14. "Month" means a Calendar month according to the Gregorian Calendar.
- 1.1.15. Name of the Tender: Name of the Tender means the work to be performed by the Bidder;
- 1.1.16. "Notice in Writing" and "Written Notice" means a Notice in written, typed or printed characters sent in person or by Registered Post or by Speed Post or through Courier or by Fax or by Email to the Business or Registered Office address of the Bidder or any other address communicated by the Bidder and shall be deemed to have been received where in the ordinary course of post it would have been delivered.
- 1.1.17. "Plant, Machinery, Equipment, Facility or Stores" shall severally or jointly mean all or any part of the material, Equipment, etc., which is either specifically required by the Contract or is required in connection with performance of the Scope of the Contract.
- 1.1.18. Price Bid: Price Bid means the document containing the Scheduled Rate quoted by the Bidder in prescribed format to be considered for the purpose of evaluation and award of Contract.
- 1.1.19. "Site" means the land and other places envisaged by the Employer on, under, in or through which the works and/or services to be performed or to be executed or carried out and any other lands or places provided by the Employer for the purpose of execution



of the Contract.

- 1.1.20. "Supervision" shall mean the successive controls and directions given by the Employer or his representative in relation to Work, either during the stacking, transportation and allied activities as per the Contract.
- 1.1.21. "Schedule" and "Work Schedule" shall mean the accepted schedules between the Bidder and the Employer forming a part of the Contract.
- 1.1.22. Scheduled Premium: Scheduled Premium means the premium quoted by the Bidder in the prescribed Price Bid Format.
- 1.1.23. 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.
- 1.1.24. "Bidder" shall mean Individual/ Firm/ Company/ Corporation submitting a Tender against the Notice Inviting Tender (NIT) and shall include his/its/their heirs, executors, administrators, legal representatives, and successors.
- 1.1.25. "Tender Specification" shall mean the schedules, broad equipment characteristics and other technical details furnished with the Tender Document and subsequent clarifications, if any, furnished by the Employer for the purpose of submitting the offer by the Bidder.
- 1.1.26. "Tests" shall include all tests made without relieving the Bidder of his liability, as may be considered necessary by the Employer or his representative, in order to ascertain the quality of finished products generated during the process of sale.
- 1.1.27. Taxes: Taxes means Income Tax, Surcharge, GST, Cess, Entry Tax and any other Tax, Levy, Fees, imposed by the Government from time to time.
- 1.1.28. "The Inspector" shall mean any person nominated by or on behalf of the OMDC/ Statutory Authorities to inspect work under the Contract.

"Work" shall mean to undertake PURCHASE OF UNDISPOSED STOCK OF ~50 LAKHS MT ( ~25 lakh MT for H1 and ~25 lakh MT for H2 matching with H1 prices) OF IRON ORE FINES FROM BHADRASAHU MINES OF OMDC AFTER INCLUSION IN i3MS PORTAL.

## **2.0 INTERPRETATIONS**

- 2.1 In case of any conflict of meaning between the "Special Conditions of Contract" and "General Conditions of Contract" and other documents, the documents shall prevail as given below:
  - a) "Special Conditions of Contract" shall prevail over "General Conditions of Contract".
  - b) Between two documents on the same issue, the document revised or reissued as of the later date shall prevail.
  - c) All documents shall be interpreted in conformity with the General Conditions of Contract as supplemented and/or modified by the Special Conditions of Contract.
- 2.2 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.3 "Singular and Plural": words expressed in singular shall also include the plural and vice versa where the context requires or permits. Words expressed as 'persons' include Firms, Companies, Corporations, Associations or body of individuals and vice versa where the context so requires or permits. Words expressed as 'masculine' gender include the 'feminine' gender and vice versa where the context so requires or permits.
- 2.4 The Contract and all correspondence between the Employer and the Bidder shall be in English language.

## **3.0 ENGINEER**

- 3.1 Duties and Powers of Engineer /Manager(Mines):

To ensure the proper execution of the Contract, the Engineer/ Manager(Mines) shall have the right of:

- (a) supervision and direction of the Contract,
- (b) directing the Bidder about application of its labor and machinery forces to any portion

of the work as required,

- (c) ordering the increase or decrease of the size of the labor and machinery and to resolve issues which arise in the execution of the Contract,
- (d) rejecting any or all work and Materials, Plant and Equipment which do not conform to specification in the Contract,
- (e) Stopping the work of execution whenever such stoppage may be necessary.

### 3.2 DUTIES OF ENGINEER'S REPRESENTATIVE:

- a) To inspect Mining Equipment, Materials and to watch and supervise the works.
- b) Any instructions or approvals given by the Engineer's representative to the Bidder in connection with the Contract shall bind the Bidder as though it had been given by the Manager provided always as follows:

#### 3.2.1 The Engineer's Representative shall have no authority to:

- a) Relieve the Bidder of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract.
- b) to order
  - i) any work involving delay,
  - ii) any extra payment by the Employer,
  - iii) any variation in the works.

3.3 Failure of the Engineer to reject Equipment, Materials, workmanship etc., or to disapprove any work or materials shall not prejudice the Employer to reject such Equipment, Materials, workmanship etc., or to disapprove such work or materials and to order re-supply of such Equipment & Materials or to pull down, remove or break up such disapproved work at the cost of the Bidder, in case the Bidder fails to comply with the direction and requirement of the Employer therefore. The decision, opinion, certificates or valuation of the Employer in respect of any matter under this Clause shall be final, binding and conclusive upon the Bidder.

3.4 If the Bidder is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Engineer, he shall be entitled to refer the matters to the Business Head who shall thereupon confirm, reverse or vary such matters.

3.5 DOCUMENTS MUTUALLY EXPLANATORY: The Several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be mutually discussed, explained and resolved by the Engineer who shall thereupon issue to the Bidder instructions directing in what manner the work is to be carried out

#### 4.0 ASSIGNING AND SUB-CONTRACTING

4.1 Assigning: The Bidder shall not transfer or assign the contract any part thereof or any benefit or interest therein or there under without the written consent of the Employer. In the event of the Bidder contravening this condition, the Employer shall be entitled to cancel the Contract and award the work to someone else at his Risk and Cost. The Bidder shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such award of contract. This, however, shall not relieve the Bidder of any responsibility under this Contract.

4.2 Sub-contracting:

The Bidder shall not sub-contract the whole or any part of the works without the prior written approval of the Employer and such approval, if given, shall not establish any contractual relationship between the sub-Bidder and the Employer and shall not relieve the Bidder of any responsibility, liability or obligation under the Contract and the Bidder shall be responsible for the acts, defaults and neglects of any sub-Bidder or sub-Bidder's agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Bidder or his agents, servants or workmen. However, the execution of the works by Piece Rate Worker (PRW) Contract under the direct and personal supervision of the Bidder or his agent shall not be deemed to be sub-contract under this clause. However, the Bidder will be liable and responsible for compliance of all statutory requirements.

#### 5.0 GENERAL OBLIGATIONS

- a) **Contract:** The Bidder shall sign an agreement and/or commence the Work as stipulated in the Letter of Acceptance and in default thereof, the Earnest Money Deposit and/or the Security Deposit amount furnished by the Bidder shall be forfeited and the acceptance of the Tender shall be considered as withdrawn at the cost of the Bidder. Moreover, the Contract will be terminated and the Bidder will be liable for debaring from participation in the Employer's tenders for a period of **2(two)** years.
- b) **Inspection of Site:** The Bidder may visit, inspect and examine the site and its surroundings and shall satisfy himself before submitting the tender as to the various facilities available at the site and the means of access to the site and the accommodation and other facilities that may be required and, in general, shall himself obtain all necessary information as to the working conditions, risk and contingency and other circumstances which may influence or affect his tender. The Bidder shall note no claim on this ground shall be admissible.
- c) **Sufficiency of Tender:** The Bidder shall be deemed to have satisfied himself before submission of Tender as to the correctness and sufficiency of his Tender for the Works and the Rates and Prices stated in his Price Schedule / Price Bid shall cover all his obligations under the Contract.
- d) The Bidder is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of specifications and all other documents referred to in the Contract.
- e) **Indemnity:**

The Bidder assumes responsibility for and shall indemnify and save harmless the Employer, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, Attorney's fees and Court Cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder or his sub-Bidders or suppliers in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver, and shall cause his sub-Bidders and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the Employer.

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

f) The Bidder shall be responsible for the proper guarding and watching of all the works at the Site and protection of the owners and occupiers of adjacent property, the public and others.

g) **Environment:**

The Bidder shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Bidder shall ensure that air emission, surface discharges and effluent from the Site during the Contract period shall not exceed the values indicated in the Employer’s requirements, and shall not exceed the values prescribed by law including Environment Protection Act, 1986. The Bidder shall conform to the Employer’s requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations.

h) The following **Environment, Safety and Health points** are to be adhered:

- i. The Bidder must adhere to all the applicable statutory laws pertaining to Safety, Health and Environment relating to mining and allied operations.
- ii. All the motor vehicles of the Bidder used for transporting materials/machinery etc., should have pollution under control/clearance certificates and the same should be submitted at the time of obtaining gate pass. A copy of the same must be exhibited/pasted on the vehicle also.
- iii. The Bidder must ensure dust suppression measures in the work areas by sprinkling water and also ensure that all his workers use dust masks while working in dusty areas.
- iv. Bidder must ensure proper housekeeping at site by keeping work areas free from unwanted material and greases, oil to avoid slips & falls
- v. All representatives / supervisors / workers of Bidders must take Safety and Environmental Induction Training and comply with the Instructions given therein.

**6.0 COMMENCEMENT TIME AND DELAYS:**

a) **Commencement of Contract:** The Contract shall be deemed to commence after 15 days from the date of signing of contract agreement. The Bidder shall proceed with the due expedition and without any delay for the fulfillment of the Contract.

**Contractual Schedule: -**

<b>Particulars</b>	<b>Period</b>
Signing of Contract Agreement	Within 15 Days of Issuance of LOA
Commencement of Stacking	Within 15 Days from the date of Signing of Contract Agreement
Commencement of Dispatch	Within 7 Days from the date of Form-L

**7.0 INSURANCE:**

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

7.1.1 The Bidder shall maintain and shall require his sub-Bidder to maintain in full force and effect all such insurances as above and required by the law for the purpose of the

Contract at the cost of the Bidder.

- 7.1.2 The Bidder shall furnish to the Engineer/ Manager(Mines) with evidence of such insurance a copy of the issued policy and any cancellation or termination thereof Should the Bidder default in paying any premium when due, Engineer/ Manager(Mines), without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from Bidder.
- 7.1.3 The provisions contained within this Clause are not intended to and do not impair or in any manner limit the liabilities or obligation assumed by Bidder as may be set forth more fully elsewhere in the Contract.
- 7.1.4 The vehicles, mobile equipment, etc., (whether or not those are owned by them) deployed at site by Bidder or his sub-Bidder shall be covered under Automobile Liability Insurance at Bidder's cost.
- 7.1.5 Bidder shall ensure that where applicable, its Sub-Bidder(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Bidders are covered by the policies taken out by the Bidder.
- 7.1.6 The Employer shall be the Principal Holder of the policy along with the Bidder. Sub-Bidder(s)of the Bidder shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Employer reserves the exclusive right to assign the policy.
- 7.1.7 While the payment of premium may be phased in agreement with the Insurance Company, at no time shall the equipment, men and other services required to be provided by the Bidder shall remain uninsured.
- 7.2 In order to adequately cover the works under such composite and comprehensive insurance, the Bidder shall fulfill the necessary requirements / obligations which will inter-alia include the following:
- 7.2.1 Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at Site and kept ready for immediate use.
- 7.2.2 Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- 7.2.3 The Bidder shall be responsible for effecting insurance under the Indian Workmen's Compensation Act and any other insurance in accordance with the Indian laws and regulations at his own cost.

## **8.0 INSPECTION:**

The Bidder will make all arrangement for inspection of following by OMDC/Employer.

- a) Stacking Equipment
- b) Loading & Transporting Equipment
- c) Manpower
- d) Safety Equipment including Fire Extinguisher

## **9.0 TESTS AT SITE:**

The Bidder has to make his own arrangements such as labour, materials, stores, all apparatus and instruments as may be required from time to time as may reasonably be demanded to carry out such Tests of the Material or workmanship in accordance with the Contract at his cost to the satisfaction of the Engineer/ Manager(Mines).Special apparatus and instruments, if any required, shall also be provided free of charge by the Bidder.

## **10.0 ACCESS & POSSESSION OF SITE:**

- a. Subject to **Clause No. 4 of SCC**, on receipt of written request from the Bidder, access to and possession of the Site shall be afforded to the Bidder by the Employer/Engineer to start the Contract Work.

- b. In the execution of the Work no person other than the Bidder, approved sub-Bidder and his or their employees shall be allowed on the Site except with the written permission of the Employer. All facilities to inspect the Work at all times shall be afforded to the Employer and his representatives and other authorized officials.
- c. The access to and possession of the Site referred to shall not be exclusive to the Bidder but only such as shall enable him to execute the Work. The Bidder shall afford to the Employer, and to the other Bidders, whose names are communicated in writing to the Bidder by the Employer, reasonable access to site and facilities for the execution of work concurrently along with his own work.
- d. The Bidder shall plan and execute his work in phased manner as directed by the Engineer/Manager (Mines) from time to time and shall fully co-operate with other agencies working at Site simultaneously as well as with the Employer's other Departments so as not to obstruct or retard the work simultaneously being executed by other agencies and the Mining operations in any way. The decision of the Engineer/Manager (Mines) on any point of dispute between the various Bidders shall be final and binding on all the parties concerned.

## **11.0 OBLIGATIONS OF THE BIDDER**

- 11.1 Water: The Bidder shall at his own expenses lay and maintain the pipelines for the water required for drinking water and for subsequent use for dust suppression, sprinkling of water etc. for the work covered under the scope of the contract from the point of supply to his work site with suitable connections, storage reservoir etc. as may be necessary. The water for the above purpose will be supplied free of cost by the employer from the existing source of water located near the site as decided by the employer on a written request by the Bidder mentioning his requirements. The Bidder shall ensure the avoidance of misuse or wastage of water, make adequate arrangements for storage and regulate supply and if necessary, install supplementary arrangements for supply of water. The employer will try to maintain a regular supply of water to meet the construction requirements. However, no claim for compensation for any failure or short supply of water will be entertained by the employer.
- 11.2 Land:
  - i. Area for Yards, Offices etc.: The Employer may, at his discretion and for the duration of the Contract, make available land, free of charge, within and/or near the Employer's work site for the Bidder to put up the stores, site fabrication yard, office, etc., as required for the execution of the Contract. Any clearing and leveling of ground, services, roads, etc., as required shall be done and maintained by the Bidder at his own cost conforming to various stipulations of the Employer. The area required for the above purpose shall be indicated in a sketch or drawing by the Bidder for the consideration of the Employer.
  - ii. On completion of Work and/or on termination of Contract, field office, construction stores, fabrication yard and any other temporary works shall be dismantled and removed from the site by the Bidder and the site and works shall be left clear and clean of all obstruction at his own cost. In the event of Bidder's failure to do so, the Employer reserves the right to clear the site in the manner as he may deem necessary and the cost and expenses for all such clearances incurred by the Employer shall be recovered from the Bidder's bills or from any money due to the Bidder from the Employer without prejudice to any other measures the Employer is empowered to take under the Contract. The Employer also reserves the right to take over any or all such temporary structures put up by the Bidder on completion of the works.

With regards to Bidder's supervisory staff, all arrangement related to their accommodation etc., shall be arranged by Bidder at his own cost.

Allotment of land will be valid till the validity of contract period after which Bidder shall handover the land to employer, removing all temporary structures, debris, etc. otherwise rent as per fixation at that time will be levied.

Bidder's Security Deposit for the work and last payment will be released only after the

land is handed over.

Bidder shall abide by the terms & conditions indicated by Employer.

- 11.3 The Bidder shall not be entitled to any claim due to absence of the above facilities namely water, power and land.
- 11.4 Watching and Lighting: The Bidder shall provide and maintain at his own cost proper fencing, notice boards, lighting, guarding, watchmen to protect and warn the public and watching of all the works at the site and when & where necessary as decided by the Engineer/Manager(Mines) or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the public or others, until the works are taken over by the Employer. The lighting in and around the work spots shall be so arranged that there is sufficient illumination available in minimum area of 15 meters radius around the work spot. The standard of lighting should strictly be as per DGMS Guidelines.
- 11.5 SAFETY AND GUARDING OF WORKS:
- i. The Employer shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of stacking & dispatch.
  - ii. The Bidder shall be responsible for following the provisions of all safety laws and rules made there under and other statutory requirements at his own cost.
  - iii. Without prejudice to the above, following shall be followed by the Bidder:
    - a) The Bidder and his workers must strictly take all safety precautions. The Bidder shall supply to his workers' dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter, tools, fluorescent jacket etc.
    - b) The Bidder shall take adequate safety precaution to prevent accidents at site. The Bidder shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the Employer from time to time and promptly submit report of accident to the prescribed statutory authority and the Business Head and state the measures taken by him to prevent their recurrence and also keep the Employer indemnified of all claims arising out of such accidents.
    - c) No Workmen shall be engaged on the work without proper safety induction training and without using required Personal Protective Equipment (PPE). Use of safety helmet and shoe is must.
    - d) All the safety appliances required for safe working as decided by Manager (Mines) shall be provided by the Bidder to his workmen.
    - e) The Bidder shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon synthetic dress. This is required to avoid any fire accident. This must be followed strictly.
    - f) The Engineer/Manager (Mines) reserves the right to issue directions regarding safety and such directions shall immediately be implemented by the Bidder. Contravention of any safety regulation of the Employer in vogue shall result in recovery from Bidder's "On Account Bills" as given below:
      - (i) Rs 5,000 for each case of not providing safety appliances and non-compliance of safety procedures.
      - (ii) Rs 5,00,000 for each case of death or permanent disability to the legal heir of the deceased employee in the absence of having any valid insurance policy of equivalent value in favor of the employee.

Repeated violation of safety procedures may lead to suspension of work. Further violation of safety procedures may lead to termination of the Contract and execution of balance work at the Risk & cost of the Bidder. The recoveries mentioned above are in addition to those which are applicable as per the Standard Safety Rules and Statutory Labor Regulations. Decision of the Manager (Mines) on any of the above issues is final

and binding on the Bidder.

#### 11.6 SECURITY REGULATIONS:

- i. The Bidder shall abide by all the security regulations of the Employer in force and promulgated from time to time and other statutory requirements.
- ii. Final payment would be made to the Bidder only after obtaining clearance of all concerned including Security Department.
- iii. The Bidder shall register all equipment and all other materials, tools etc., that may be taken inside the mines area in order to facilitate the issue of Exit Gate Permits for such items to be taken out after the completion of Work.

#### 11.7 DAMAGES TO PERSONS & PROPERTY:

The Bidder shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface, land and trees being on the site) suffered by the Employer which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Bidder liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

- a. The permanent use or occupation of land by the Works or any part thereof;
- b. The right of the Employer to construct the Works or any part thereof on over, under, in or through any land;
- c. Interference, whether temporary or permanent, with any right of light, air, way or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract;
- d. Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the Contract by the Employer, his representatives, servants, other Bidders (not being employed by the Bidder) for or in respect of any claim, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.
  - i. **Third party Insurance:** Before commencing the execution of the Works, the Bidder shall insure against any damages, loss or injury which may occur to any property or to any person by or arising out of the execution of the Works, Temporary works or in the carrying out the Contract, otherwise than due to the matters referred to elsewhere in the GCC.
  - ii. **Minimum amount of Third-Party Insurance:** Such Insurance shall be affected with an insurer and in terms, approved by the Employer and for an amount not less than Rupees Two Lakh only and the Bidder shall whenever require produce to the Business Head or his authorized representative the valid policy or policies of insurance and the receipts for payment of the current premium.
  - iii. **Accident or injury to Workmen:** The Employer shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequences of any accident or injury to any workman or other person in the employment of the Bidder or any Sub-Bidder.
  - iv. **Insurance Policy:** The Bidder shall take insurance policy for payment of an ex-gratia amount of Rs. 5,00,000/- (Rupees Five Lakh only) per head in case of fatal accidents while on duty to the Contract labor engaged by him in addition to the coverage under the Workmen's Compensation Insurance Policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the Workmen's Compensation, whichever is applicable the Bidder is required to pay the ex-gratia amount within thirty (30) days from the date of accident. In case of any delay in paying the ex-gratia amount as above,



the Employer has the right to pay such amount directly to the family of the deceased and recover the same from the Bidder's running/future bills.

#### 11.8 Machinery and Materials:

- i. The Bidder shall at his cost make his own arrangements for all plant, equipment, instruments, tools & tackles etc., for all the works including stacking, inspection and dispatch covered in the Contract. He shall indicate the type and number of different equipment in good working conditions, with their capacities etc., which he will use for the works to ensure the completion of the works in the specified time.
- ii. All plant and equipment, instruments, etc., once brought by the Bidder to the Site are not to be removed from there without the written permission of the Manager (Mines)/Engineer. Also, the Bidder shall promptly arrange spare parts, consumables, fuel, chemical & hydraulic fluids, lubricants etc., for the equipment on the Site as and when necessary, at his own cost.
- iii. If in the opinion of the Manager (Mines)/Engineer, the tools, tackles, plant, equipment, instruments etc., brought to Site or arranged by the Bidder, are not sufficient and/or inadequate, the Manager(Mines)/Engineer shall have the right to direct the Bidder and the Bidder shall comply with the directions and arrange to bring such items to the Site and employ the same for the Work at his own cost.
- iv. **Vesting of Plant:** All plants, temporary works and materials owned by the Bidder or by any company in which the Bidder has controlling interest shall, when brought on to the site, immediately be deemed to be vested with the Employer till the currency of contract. The Employer shall not at any time be liable for the loss or damage of those items. None of those items or any part thereof shall be removed from the site without the written consent of the Manager(Mines)/Engineer. However, the consent shall not be unreasonably withheld.

#### 11.9 Bidder's Representative:

- i. In order to carry out his responsibilities under the Contract, the Bidder shall employ competent representatives/agents whose names shall previously have been communicated in writing by the Bidder to the Employer to superintend the Work. The said representatives/agents shall be present at site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representatives/agents of the Bidder shall be deemed to have been given to the Bidder. Any notice under the Contract shall be deemed to have been served on the Bidder if served upon such agent or sent by registered letter to his address at site. Such agent shall not be changed (unless required by the Business Head) and shall not leave the site during the duration of the Contract unless the consent of the Business Head /his authorized representative shall have been previously obtained.
- ii. The Bidder shall send a duly authorized competent representatives/agents to meet the Employer at his office at Barbil or at any other place within the country in connection with his works whenever called upon to do so by the Employer at his own cost and any instructions, directions or explanations given by the Employer or by the /Business Head to such representatives/ agents shall be deemed to have been given to the Bidder.
- iii. The Bidder shall ensure that each individual of the Bidder's personnel at Site shall co-operate with the Business Head /his authorized representative and any other agencies engaged in the Work to avoid difficulties in carrying out the Work. Failure to extend such co-operation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Bidder forthwith upon request by the Business Head /Authorized Representative. In such cases, the Bidder shall provide immediately competent personnel to replace such individuals at the Bidder's own cost and such personnel shall not be again employed. In case of disagreement as to the cause of such removal, the decision of the Employer/Business Head shall be final.
- iv. The Bidder's Representatives shall be available for such periods as the Employer/

Business Head may require and they shall work at all reasonable times as may be necessary to complete the Work within the time specified in the Contract.

- v. During the execution of the work, no visitors or personnel, other than the Bidder or his duly appointed representatives/agents, sub-Bidders and workmen, shall be allowed to do work at Site except by the special permission in writing of Employer/ Business Head or his authorized representatives. The Bidder shall not object to the execution of any work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.

11.10 So far as the Work it is carried out in the Employer's premises, shall be carried out at such time as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Bidder all reasonable facilities for carrying out his Work.

11.11 General Supervision by the Employer/Business Head and Coordination:  
All the Works shall be carried out under the general supervision of and to the satisfaction of the Manager(Mines)/Business Head or his authorized representatives.

11.12 Payment of Taxes & Duties in relation to the contract:

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

11.13 Recruitment of Labour:

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

- ii. **Labour Returns:** Periodical statements of labour employed by the Bidder shall be submitted as per statute and in the proforma prescribed by the Business Head /or his authorized representative. The statement shall indicate the details of Displaced Persons, B. C's., S. C's., S. T's. engaged and other classifications viz., skilled, semi-skilled and unskilled.

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

11.14 Medical:

- i. The Bidder shall employ such persons as are found to be healthy and free from contagious diseases and shall produce, if required by the Employer, certificate of fitness of all his employees working at Site. Whenever in the opinion of the Employer, it is necessary to do so, for the protection of other employees & their families, the Bidder shall arrange to shift such employees suspected to be suffering from contagious diseases to a hospital. The Bidder shall, if required by the Employer, subject all his employees to regular medical checkups and produce satisfactory evidence of their being free from any contagious disease.

- ii. The Bidder shall also be responsible for observance of the above clause by his sub-Bidders.

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

## **12.0 STATUTORY AND OTHER OBLIGATION:**

12.1 The Bidder shall not employ for the purpose of the Work, any person below the age of 18 years. The Employer shall have the right to decide whether any person employed by the Bidder is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the Bidder.

12.2 Labour Rules etc.: In respect of all labour directly or indirectly employed, the Bidder shall comply with all legislations and rules of State and/or Central Government and/or local authority governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for labor employed for the works under the contract. The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Compensation Act, 1923, Contract Labor (Regulation & Abolition) Act, 1970 and other statutory provisions with

regard to fair wages, welfare amenities and safety measures, maintenance of register etc., will be deemed to be part of the Contract. The Bidder shall take out necessary License under the Contract Labor (Regulation & Abolition) Act, 1970 within the time limit allowed by the appropriate Government i.e., Central Government

- 12.3 The Bidder has to comply with all statutory requirements in respect of labor employed during the period of the contract. The Bidder has to obtain license from Regional Labor Commissioner (Central), Rourkela and should maintain the documents/registers prescribed under the Contract Labor (R&A) Act, 1970 read with Contract Labor (R&A) Central Rules, 1971 made there under and follow the rules made there under and as amended from time to time.
- 12.4 The Bidder shall ensure the implementation of all the relevant provisions of the various Labor Laws and regulations. Accordingly, he will get himself registered with the concerned statutory authority as provided under the different Acts and shall be directly responsible to the authorities there under for compliance with the provisions thereof.
- 12.5 The Bidder shall ensure that the provisions of relevant Statutory Rules and Regulations are implemented by him, his employees and sub-Bidders.
- 12.6 MINES ACT 1952, MINES RULES-1955, MMR ( REGULATIONS)- 1961: The Bidder shall follow the provisions of Mines Act-1952, Mines Rules-1955, MMR - 1961 and all rules & regulations made there under from time to time as applicable, and shall indemnify the Employer against all claims of compensations under the provisions of the Act in respect of workmen employed by the Bidder in carrying out the works and against all costs and expenses or penalties that may be incurred by the Employer in connection therewith.
- 12.7 Employees' Provident Fund and Miscellaneous Provisions Act, 1952: The Bidder shall ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952 and the schemes framed there under in so far as they are applicable to their establishments and agencies engaged by him. The Bidder is also required to indemnify the Employer against any loss or claims or penalties or damages whatsoever resulting out of non-compliance on the part of the Bidder with the provisions of the aforesaid Act and the schemes framed there under Bidder.
- 12.8 Payment of Wages Act, 1936: The Bidder will abide by the provisions of Payment of Wages Act, 1936.

- i. **Payment of Minimum Wages:** Wages paid to the workmen by the Bidder should not be less than the rates notified by Department of Labor, Govt. of India from time to time with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7<sup>th</sup> of the following month. If 7<sup>th</sup> day falls on a holiday or weekly off day the payment should be made one day prior to that. Payment of Provident Fund (PF) for the month, both the Employer's (in this case Bidder) and Employee's (in this case workmen employed by the Bidder) contributions should be deposited in the bank in the Permanent PF Code and Challan should be obtained before the 15<sup>th</sup> of the following month and forwarded to the Business Head /his authorized representative. If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or the Employer will pay and recover from Bidder said dues including penalty as per Law in the following manner:

1.	Payment of wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under the Minimum Wages Notification of the Government applicable for the period fewer actual wages paid shall be recovered from the bills as certified by the Manager(Mines).
2.	Non-payment Of wages	An amount equivalent to wages payable by the Bidder applicable for the relevant period shall be recovered from the bills as certified by the Manager(Mines) or his authorized representative.

3.	Non-payment of PF	Recovery of the PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of the Bidder as certified by the Manager (Mines).
4.	Delayed payment of PF	An amount equivalent to maximum penalty including interest and other charges leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules and subsequent amendments made from time to time for delayed remittance of PF contributions (both the Employee's and the Employer's), shall be recovered from the bills of Bidder as certified by the Manager(Mines).

The aforesaid amount shall be recoverable from the Bidder's Bills by the Manager(Mines) or may be deducted by the Employer from due amount or which may become due to the Bidder under the Contract or any other Contract between the Bidder and the Employer or Employer's Subsidiary units/Companies.

- ii. The Bidder shall pay wages to his workmen by way of crossed cheques or by crediting the salaries in the bank accounts of concerned employee.
- iii. Reporting of accidents: The Bidder shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to the Employer and other local authorities concerned all cases of accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediate all possible aid to the victims of the accidents.
- iv. Workman's Compensation: The Bidder shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by the Employer in connection there with. Without prejudice to other means of recovery, the Employer shall be entitled to deduct from any money due or to become due to the Bidder under the Contract or any other Contract between the Bidder and the Employer or Employer's Subsidiary Units/Companies, all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto. The Bidder shall abide by the decision of the Employer as to the sum payable by the Bidder under the provision of this clause.
- v. The Bidder shall give all notices and pay all fees required to be given or paid under any Central or State Statute, Ordinance or other Law or any regulation or bye-Law of any local or other duly constituted authority in relation to the execution of the Work or of any temporary work and by the rules and regulations of all Public Bodies whose property or rights are affected or may be affected in any way by the Work or any temporary work.
- vi. The Bidder shall conform in all respects with the provisions of any Statute, Ordinance or Laws as aforesaid and the rules, regulations or bye-Laws of any local or other duly constituted authority which may be applicable to the Work or to any temporary work and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation or Bye-Law.
- vii. All fossils, coins, articles of value of antiquity and structures and other remains or things of Geological or Archaeological interest discovered on the Site of the work shall, as between the Employer and the Bidder, be deemed to be absolute property of the Employer and the Bidder shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, inform in writing the Employer/ Manager(Mines) of such discovery and carry out, at the expense of the

Employer, the disposal, removal or otherwise of the same.

- viii. Except where otherwise specified, the Bidder shall pay all tollage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Work or temporary work or any of them.
- ix. All operations necessary for the execution of the Work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried out so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot paths or of properties whether in the possession of the Employer or of any other person and the Bidder shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- x. The Bidder shall use every reasonable means to prevent any of the highway and bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Bidder or any of his sub-Bidders and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of the Equipment, Machinery and Materials from and to the Site shall be limited as far as reasonably possible so that no unnecessary damage or injury may be occasioned to such highway and bridges. For any damage caused thereby, the Bidder shall be solely responsible.
- xi. On the completion of the Work, all rubbish, debris, spillage, soil, tanks, other materials, surplus items, temporary structures, etc., of any sort or kind used for the purpose of or connected with its construction are to be removed by the Bidder and all pits and excavations filled up and the Site handed over in a tidy and workable conditions. No final payments in settlement of the accounts for the said work shall be due or shall be made to the Bidder till such Site clearance shall have been affected by him. Such clearance may be made by the Employer at the expense of the Bidder in the event of his failure to comply with this provision within seven (7) days after receiving direction in writing from the Manager(Mines) to that effect. If it becomes necessary for the Employer to have the Site cleared as indicated above at the expense of the Bidder, the Employer shall under no circumstances be held liable for any losses or damages to such of the Bidder's property as may be found at Site due to such removal there from. Such removal may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Employer.
- xii. The use or sale of ardent spirits or other intoxicating beverages upon the Work or in any of the buildings, boarding houses, encampments, or other tenements owned, occupied by or within the control of the Bidder or any of his employees, is strictly forbidden and shall comply with these conditions.
- xiii. The Bidder must take sufficient care in moving construction Plant and equipment from one place to another so that they may not cause any damage to the property of the Employer. In the event of his failure to do so, the cost of such damage including eventual loss of working hours in any plant as estimated by the Manager(Mines) is to be borne by the Bidder.
- xiv. The Bidder shall not, in the performance of Contract Work, in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- xv. The Contract shall be governed by the law for the time being in force in the Republic of India.

### **13.0 WORK MATERIALS:**

- 13.1 Access to Site: The Business Head /Engineer and any person authorized by him shall at all times have access to the Works and to the Site and to all workshops and places where work is going on and the Bidder shall afford every assistance to such access.
- 13.2 Examination of work before covering up: No work shall be covered up or put out of view without the prior approval of the Manager(Mines) /his authorized representative. The

Bidder shall afford full opportunity for the Manager(Mines) /his authorized representative to examine and measure any work which is about to be covered up or put out of view. The Bidder shall give due notice to the Manager(Mines)/his authorized representative whenever any such work/works is/are ready or about to be ready for his examination. The Manager(Mines) /his authorized representative shall without unreasonable delay, unless he considers it unnecessary and directs the Bidder accordingly, attend for the purpose of examining and measuring such work/works.

- 13.3 Suspension lasting more than three (3) months: If the progress of the works or any part thereof is suspended on the written order of the Manager(Mines) /his authorized representative, the Bidder may, within one (1) month after completion of suspension period of three (3) months, serve a written notice on the Manager(Mines) requiring permission to proceed with the works or part thereof in regard to which the progress is suspended without any liability thereof on the Employer. If such permission is not granted within fifteen (15) days on receipt of such written notice, the Bidder may serve a second written notice, requesting for mutual discussion about further course of action.

#### **14.0 GENERAL:**

- 14.1 Clearing the Site after completion of contract period of all debris left out, construction materials including micro dressing the area in neat and clean shape.
- 14.2 Considering the progress of the works and in order to meet the Contract Schedule.

#### **15.0 REMEDIES AND POWERS:**

- 15.1 Termination of Contract by the Employer: If the Bidder becomes bankrupt or have a receiver's order made against him or presents his petition in bankruptcy or makes an arrangement in favors of his creditors or agrees to carry out the contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Bidder assigns the Contract without the consent in writing of the Employer first obtained or if the supplies under the Contract have been attached under an order of a Court of Law for any default of the Bidder or if the Engineer certifies in writing to the Employer that in his opinion the Bidder:
- a) has abandoned the Contract, or,
  - b) without a reasonable excuse has failed to execute the work with due diligence or expedition, or,
  - c) refuses or neglects to comply with any repeated orders of at least 03 times given to him in writing by the Business Head in connection with the work, or,
  - d) has contravened the provisions in the Contract including timely supply of equipment, Mining, generation of desired output as per the tender specifications, or,
  - e) has failed to remove the materials from the site or to pull down and replace the work within 14 days after receiving from the Manager (Mines)'s written notice that the said materials or work have been condemned and rejected by the Manager, or,
  - f) is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or,
  - g) has to the detriment of good workmanship or in defiance of the Manager's instructions to the contrary sub-contracted or assigned any part of the Contract, or,
  - h) has contravened any Mines safety regulation or environmental regulations or Labour regulations in vogue from time to time, the Employer, after giving fifteen (15) days' notice in writing to the Bidder may terminate the Contract at the Risk and Cost of the Bidder. After the expiry of the fifteen (15) days, the Manager shall then enter upon the site and the Works and expel the Bidder there from, without releasing the Bidder from any of his obligations or liabilities under the Contract and without affecting the rights and powers conferred on the Employer or the Engineer by the Contract.
- 15.2 The termination of the Contract as stated above may be either for whole or part of the Contract at the Employer's option. In the event of the Employer terminating the Contract

in the whole or in part, OMDC may engage alternate Bidders on such terms and in such manner as it deems appropriate, to the extent possible to be executed by any other Bidder to get the desired output of targeted quantity. The Bidder shall be liable to pay to the Employer any extra amount incurred or to be incurred by the Employer by engaging alternative Bidders. Such recovery however shall not absolve the Bidder from his obligations under the Contract; to the extent it is not terminated.

- 15.3 Termination of Contract by the Bidder: If the Employer commits any act of Insolvency or if the Employer shall be adjudged an insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of his Creditors or shall have an order made against him or pass an effective resolution of winding up either compulsory or subject to the supervision of the court or voluntarily or if the official assignee of the Employer shall repudiate the Contract or if the official assignee or the liquidator in any such winding up shall be unable within 14 days after notice to him requiring him to do to show to the reasonable satisfaction of the Bidder that he is able to carry out and fulfill the Contract and to make all payments due and to become due there under and if the work be stopped for three months or more at a stretch under the order of the Engineer or by an injunction or other order of any court of law for reasons not attributable to the Bidder then and in any of the said cases the Bidder subject to provision contained in Clause No. 13.3 hereof shall be at liberty to determine the Contract by notice in writing to the Employer through the Engineer/Manager(Mines)/Business Head and he shall be entitled to recover from the Employer payment for all the finished portions of the work as per the Tender/Contract/Agreement/LOA/Work Order.

In arriving at the amount of such payment, the rates contained in the Contract shall be followed. Provided always the Employer shall not be liable for payment of any claims or losses arising on account of suspension or stoppage of work under force majeure circumstances beyond the sum payable for the work already executed. No payment will be made whatsoever towards cost of any Equipment & Machineries etc., thereof, which will be the property of the Bidder.

#### **16.0 FORCE MAJEURE:**

- 16.1 If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strike, lock-out, restriction of electrical power, judicial pronouncements, Statutory Notifications/Orders, any order from Statutory Authority or Indian Railways preventing /restricting the mining, production & dispatch of minerals and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified by Competent Authority in case Events occur in India is given by either party to the other within twenty-one (21) days from the date of occurrence thereof, the Employer shall have the right by reason of such Events to terminate the Contract without however, affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However, in the event of the Employer having agreed, the stacking, transportation and allied activities under the Contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least four (4) months and the Employer not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of two (2) months from the expiry of four (4) months referred to above, the Contract shall be deemed to have expired at the end of the six (6) months starting from the date of commencement of Force Majeure date. The above-mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.
- 16.2 No payment will be made whatsoever towards cost of any Equipment, Machineries etc., thereof, which will be the property of the Bidder.

- 16.3 The above-mentioned force majeure Events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangements etc.
- 16.4 The above-mentioned force majeure Events shall not also include similar events happening in the works of the sub-Bidders / suppliers etc., of the Bidder.
- 16.5 The Bidder shall resume the work as soon as practicable after such eventuality has ceased to exist of which the Company shall be sole judge.

**17.0 RIGHTS OF EMPLOYER TO VARY AND/OR ALTER THE SCOPE OF THE CONTRACT:**

- 17.1 The Employer shall have right to vary and/or alter the extent, scope and/or technical parameters of the Work, provided that such variations and/or alterations fall within the general scope of Work and the Bidder shall be bound thereby.
- 17.2 Any amount to be allowed in respect of such variations and/or alterations effected by the Employer under this Clause shall be added to or deducted from the Contract Price as the case may be. The Employer may call for documents, vouchers, analysis, etc. of such works and the Bidder shall forthwith furnish the same to fix up the value of such works which shall be mutually agreed upon.
- 17.3 The Employer may at any time temporarily stop the Work under the Contract or any part thereof by notice in writing to the Bidder. All Work so stopped shall be resumed by the Bidder based on a schedule to be mutually agreed upon between the Employer and the Bidder.
- 17.4 The Employer will not pay the Bidder for any work done during the period of such temporary stoppage and the Employer will not be liable to the Bidder for any damages or loss caused by such stoppage.

**18.0 SETTLEMENT OF DISPUTES & ARBITRATION:**

- 18.1 Disputes to be finally determined by the Engineer/ Manager(Mines)/Business Head: In case of any difference of opinion with respect to the decisions, opinions, directions, order, certificates or valuation of the matters or any part of the matters under the Contract, the matter should be mutually settled and the decision of Business Head will be final. However, if the decision is not acceptable to the Bidder, this may be settled through Arbitration with the approval of Managing Director of OMDC.
- 18.2 Settlement of Disputes by Arbitration: If any dispute is not settled amicably between the Bidder and Business Head of OMDC , then, all such disputes and differences whatsoever arising between the parties out of or relating to the Contract, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration. Each party shall appoint its arbitrator; the two arbitrators so appointed shall appoint the third arbitrator who shall be the presiding Arbitrator. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties.

The further progress of any work under the Contract shall unless otherwise directed by the Engineer /Manager(Mines) / Business Head Continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during the Arbitration proceedings.

Provided further that no reference to Arbitration whether the Final Bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the Contract.

No Interest shall be awarded by the Arbitrator in any arbitration proceedings.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the arbitrator give specific award in respect of costs then it would prevail.

The Arbitration bench shall make a reasoned award.



The Seat of Arbitration shall be at OMDC, Bhubaneswar, India.

In case the Bidder is Government of India Undertaking or any Government Department, dispute between the Bidder and the Employer in respect of this Contract shall be settled in accordance with the procedure laid down from time to time by Department of Public Enterprises (DPE)/Government of India.

**19.0 NON-WAIVAL OF DEFAULTS:**

- 19.1 Failure of the Employer to insist upon strict performance of any terms and conditions of the Contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any rights for any subsequent default under the terms and conditions of the Contract. No right or remedy of the Employer will be exclusive of any other right or remedy and Employer will have all rights and remedies given under the Contract and in law or by statute in force and amendments thereto. The execution by the Bidder or receiving of or payment by the Employer for the job under this Contract will not be deemed a waiver of any rights for any prior failure by the Bidder to comply with any of the provisions of the Contract.

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