

# ONLINE FORWARD AUCTION DOCUMENT(OFAD)

**Sale of Iron Ore Calibrated Lump , Fines Ore from OMDC Mines.**

**Forward Auction No: MSTC/BBR/THE ORISSA MINERALS DEVELOPMENT  
COMPANY LIMITED/12/BHUBANESWAR/24-25/23178[453752]**



THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED  
(A Govt. of India Enterprise)

**COMMERCIAL DIVISION**

**OMDC, BHUBANESWAR**

### Check List

Before issuing the Sale Offer (SO), the bidder is required to ensure the following instructions are complied with / documents submitted to OMDC office along with the payment as per tender terms. The bidder has to number & signed all the pages of document (tender document & supporting documents). .

Sl. No.	Online Forward Auction Notice (OFAN):- Clause Reference	Page No.
1	Document as per Clause-3(xii) (IBM Registration number)	
2	Document as per Clause-3(xiii) (Valid Trading License, issued by Govt. of Odisha)	
3.	Document as per Clause-3(viii) (Self attested copies of PAN & GST Registration Certificate)	
4.	Duly signed and filled up Letter of Intent (LOI) as per (Annexure-A)	
5.	Authorisation letter for signatory as per Clause-3(xv) (Annexure-E)	
6.	<b>Declarations (Annexure-F) :</b>	
7	Duly signed (with witness) Integrity pact as per Clause-3(xv) (Annexure-G)	

**N.B. Apart from above, the bidder should submit any other documents if required as per terms & conditions of the tender.**

**SYNOPSIS OF CATALOGUE**

<b>FA Ref. Number</b>	MSTC/BBR/THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED/12/BHUBANESWAR/24-25/23178[453752]
<b>e-Booking Date</b>	28-08-2024
<b>Auction Method</b>	Single stage bidding
<b>Item Description</b>	Calibrated Lump Ore and Iron Ore Fines as defined in the catalogue
<b>Item Specification</b>	As defined in the catalogue
<b>Quantity</b>	As defined in the catalogue
<b>EMD Amount and Last Date of Submission</b>	As defined in the catalogue
<b>Bidding Basis</b>	Quantity (Only no. of lots to be quoted)
<b>Payment</b>	100% payment in advance only
<b>Payment Date/Schedule</b>	Within 07(Seven) Days excluding the date of Sale Offer.
<b>Mode of Delivery</b>	By ROAD
<b>Lifting Time/ Contract Period</b>	Co- terminus with From L.
<b>Special Remarks</b>	All participants should furnish their PAN/GSTIN Nos. compulsorily for taking part in the auction. Participants should also furnish the signed copy of LOI, GST Registration Certificate along with GST-TDS No. (Copy to be submitted), Procurement/Trade License, and Pollution Clearance as may be applicable.

**ON LINE FORWARD AUCTION NOTICE**

1. The following materials are available for sale through Online Forward Auction process from **OMDC- Mines**, Barbil, Dist Keonjhar, Odisha. The material will be delivered on **Ex Mines basis through road transport**.

Sl. No.	Material Description as per From K	Fe/ Mn %	Quantity (in Metric Tonne) & Lot Size	Location	EMD per Lot in Rs.	Auction Date/ Start Time
1	Calibrated Lump Ore (CLO) (10-40 mm)	58.84%	2000.00	OMDC Mines of Bagiaburu	497250.00	28-08-2024::15:00:00
2	Calibrated Lump Ore (CLO) (10-40 mm)	58.84%	2026.88		503710.00	
3	Iron Ore Fines(IOF) (0-10mm)	51.44%	3996.675		595200.00	

\* Quantity tolerance is +/- 10% per lot for road transport only.

**The bid value quoted shall be the price exclusive of GST& TCS in Rs.per MT for the material as per the above mentioned Fe percentage.**

The price shall be inclusive of material cost, Royalty, DMF(District Mineral Fund), NMETF(National Mineral Exploration Trust Fund) , Additional Amount @ 150% of royalty as per MMDR Amendment Act,2021. GST and TCS to be paid extra and any other statutory duties,levies,taxes,cess etc.applicable at the time of supplies or that may be introduced in future will be extra and are payable by the successful bidder.

The buyer has to make his own arrengment for loading and transportation Weighment to be done at deginated weighbridge .

**Any others facilities provided by OMDC will be charged extra..**

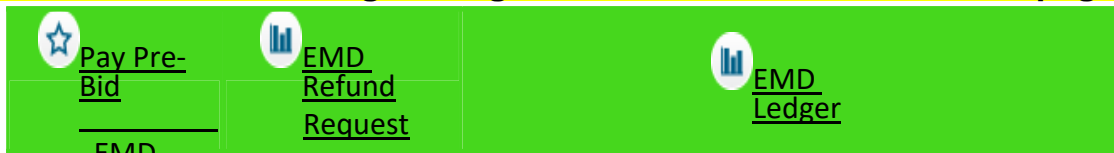
2. **Auction Date & Time** : 28-08-2024::15:00:00  
 3. **Inspection Date** : 22-08-2024 TO 27-08-2024 (only on working days)
- Inspection time** : Mines working hours
- Auction Engine** : <https://www.mstcecommerce.com>

**4. PRE BID EARNEST MONEY DEPOSIT (PEMD):**

The MSTC Ltd shall collect pre-bid non interest bearing EMD from the prospective e-bidders to enable them to participate in the e-auction. The Pre-bid EMD amount shall be displayed lot wise for each lot against respective grade. The pre-bid EMD amount needs to be paid by the participating buyers through "Pay Pre-Bid EMD" link provided in the buyer login dashboard of MSTC's e-commerce portal.

In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose. A bidder can add money to its EMD wallet anytime through e-payment mode only and by following the link "Pay Pre Bid EMD" provided in the dashboard. Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTC's bank account due to any reason resulting in delay in updating the EMD wallet of the bidder.

**Bidders after successful login will get three new links at their home page**



**as:**

Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through "Pay Pre-Bid EMD "link. The buyer should check the **EMD Ledger** link after making the payment and the same amount should be reflected in this link.

**For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will also be processed from HO on the next working day.**

**Procedure for making Pre-Bid EMD payment:**

STEP-1	ENTER BUYER USER ID & PASSWORD <a href="https://www.mstcecommerce.com/auctionhome/index_new.jsp">https://www.mstcecommerce.com/auctionhome/index_new.jsp</a>
STEP-2	CLICK ON " <u>Pay Pre-Bid EMD</u> " link
STEP-3	Against the Amount, insert the total Pre Bid EMD you want to pay

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STEP-4	CLICK ON RTGS/NEFT link and fill RTGS FUNDS TRANSFER APPLICATION FORM WITH YOUR DEBIT BANK A/C DETAILS and select any one bank option PNB/INDUSIND then CLICK ON GENERATE CHALLAN
STEP-5	REMIT THE PRE BID EMD AMOUNT TO BENEFICIARY A/C DETAILS GENERATED BY SYSTEM (AXIS/ INDUSIND)  If the EMD ledger is not updated with the deposited amount by next day, bidder has to send i)MSTC Portal generated challan copy and ii) Deposit / Transaction reference number to email ids :globalemd@mstcindia.co.in , nmohan@mstcindia.co.in and aksingh@mstcindia.co.in for crediting to EMD ledger

The EMD should be deposited with MSTC minimum one working day before the e-auction.

The EMD amount should commensurate with the bidding quantity. The bidding shall no way exceed the quantity for which EMD is deposited by the buyer. The MSTC shall refund the EMD amount of unsuccessful bidders within 2 working days on request.

The EMD deposited will be converted into Security Deposit on acceptance of the successful bid by OMDC. The Security Deposit (SD) will be transferred to the seller against the approved lot.

No interest shall accrue on the Pre bid EMD or Security Deposit (SD)

The Successful Bidder has to submit the following documents before issuance the Sale Offer to OMDC office . The agency must ensure that the documents are in order, failing which suitable penal action will be taken by OMDC:-

- i) A letter of interest duly signed and stamped. Annexure A
- ii) Online forward auction notice duly signed and stamped on every page.
- iii) Special Terms and Conditions signed and stamped on every page & also Form A which is to be filled up.
- iv) General Terms & Conditions of sale of OMDC for sale through online forward auction – OMDC FA1 signed and stamped on every page (Annexure B).
- v) General Rules and Regulations governing conduct of online forward auction signed and stamped on every page. Annexure C.
- vi) Definition of key terms duly signed and stamped. Annexure D.
- vii) Valid GST registration certificate along with PAN Card copy.
- viii) Consent to operate from state pollution control board.
- ix) Participants have to give an undertaking to the effect that they are not lease holders of any Iron Ore mines. Lease holder of Mines are not eligible for participation. If it is detected that any such Buyer has bid in the auction then the SD/EMD, as applicable will be forfeited.
- x) Material can be procured by any user/buyer having valid Procurement License/Trade License for lifting /procurement of material.
- xi) As per the IBM Circular No T-45014/CGBM/91-98 Dated 23.02.2011, any person or company engaged in trading or storage or end user of minerals mined in the country is required to be registered with the Indian Bureau of Mines in Form “M”. Hence, copy of document bearing registration number issued by IBM needs to be submitted.
- xii) Valid Trading License, issued by Govt. of Odisha, in prescribed FORM to be submitted by the bidder. In case, online application is pending for approval, the bidder shall submit acknowledgement of receipt

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towards online application. However a valid Trading License is to be submitted along with EMD before participation in the forward auction.

xiii) Material purchased against this auction is not permitted for export. Declaration as per Annexure-G in this respect has to be submitted by the bidder.

xiv) Duly signed (With witness) Integrity Pact. The name of Independent External Monitor (IEMs) is as follows:

Shri Sanjeev Prasad Narain Singh, House No-A-354, Nilgiri Apartments, Alaknanda, New Delhi-110019 and Shri Bontha Prasad Rao, Flat No. –X-8B, Meghdutam Apartments, TGB Meghduitam, Sector-50, Noida- 201 301, Uttar Pradesh. Nodal Officer-Mr. B.B. Gomango, GM(Commercial)-9491032209.

xv) Authorization Letter for signatory.

Auctioneer will issue a user ID and password to each such eligible bidder.

NOTE: It is the responsibility of the willing parties who have submitted documents expressing interest to participate in the particular Online Auction, to go through the requirements and submit all documents as per conditions mentioned in this auction document. Hence the parties are advised to carefully go through the requirements of this auction document and submit all relevant information. Any deviation to the requirements of this auction document (lack of information etc) will be construed as Conditional and measures as decided by OMDC will be applicable. The decision of OMDC in this regard will be final & binding on the bidder.

- Before actual participation, the bidders may obtain necessary training from service provider so as to enable them to participate in the online forward auction process without any difficulty.
- Final bids given by the successful bidder/ bidders in the online forward auction should be kept valid for upto the delivery period from the date of conduct of online forward auction.
- If for any reasons beyond the control of OMDC all the materials offered through the online forward auction or part thereof cannot be delivered by OMDC, the liability of OMDC will be limited only to refund of proportionate amount paid by the customer as applicable for the quantity not delivered and EMD for the subject lot.
- The sale of materials shall be governed by online forward auction notice, Special terms and conditions and OMDC FA1 General Terms and Conditions of sale from OMDC for sale through online forward auction. However, the Auction Notice, Special terms & conditions will over ride any similar clause laid out in OMDC FA1.
- Placing a bid on the service provider's platform and being allocated by the system does not entitle the bidder on any rights on the material. The bids placed are strictly subject to approval by OMDC. OMDC reserves the right to cancel or reject any or all bids without assigning any reason whatsoever and the decision of OMDC in this regard shall be final and binding and not liable to be questioned in any court or before any authority. OMDC reserves the right to withdraw from the sale after advertising, Auction or after issue of sale offer of any quantity of the material without assigning any reasons thereof to the bidder and customer. OMDC will not be responsible for any damages/loss what so ever to the bidder and customer on account of such withdrawal.

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The e-auction will be conducted through the auctioneer site. Auction document containing terms and conditions of the auction may be obtained/downloaded from any of the following websites [www.birdgroup.co.in](http://www.birdgroup.co.in), [www.mstcecommerce.com](http://www.mstcecommerce.com) and CPP Portal.

### SPECIAL TERMS & CONDITIONS

#### MATERIAL DESCRIPTION & SCOPE OF WORK

1. The material for disposal will be Iron ore (CLO/ Fines) of OMDC Mines, OMDC, Barbil, Dist Keonjhar, Odisha within the contract period.

The mode of dispatch will be on **Ex –Mines “BY ROAD ONLY”**.

2. **QUANTITY:** A total quantity as mentioned in the document with lot size including quantity tolerance and location of material.

3. **CONTRACT PERIOD:**

- a) Delivery of minerals (by Road) shall be **as per the guidelines of the DDM/JDM/Director of Mines, (Dept. of Steel & Mines, Odisha)** the validity of the contract shall be co-terminus with From L. If any goods for which release order/delivery order is issued and could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to OMDC, extension of delivery period may be granted by OMDC for the days commensurate to the period of delay which will be at the sole discretion of OMDC.

- b) In case of delay in issuance of transit pass by the **Dept. of Steel & Mines, Govt. of Orissa**, extension may be granted by OMDC for the days commensurate to period of delay which will be at the sole discretion of OMDC.

- c) For any consideration of request for extension of delivery period on the above stated ground at (a) & (b), it is necessary that the buyers should have made full payment towards value of material and other dues strictly as per terms of e-auction.

- d) In the event of non-lifting of material due to the reasons stated at (a) & (b) the OMDC may, at its own discretion, either extend the delivery period or refund EMD for the concerned unit. The decision of OMDC in this regard shall be final and binding on buyers.

- e) In case of non delivery of material due to restriction imposed by Govt Agency or others statutory authorities on case to case basis upon through review, the benefit of extension can be extended based on the merit of the case.



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f) The bidder on their own interest are advised to acquaint themselves with the local logistical conditions to avoid delay in getting supplies from OMDC and also resultant penalties. Ignorance of ground realities cannot be a plea for performance of this contract.

#### 4. **RATE:**

The rates quoted in Indian Ruppies per MT on Ex-mines basis, shall be inclusive of material cost, Royalty, DMF(District Mineral Fund), NMETF(National Mineral Exploration Trust Fund) , Additional Amount @ 150% of royalty as per MMDR Amendment Act,2021. GST and TCS to be paid extra and any other statutory duties,levies,taxes,cess etc.applicable at the time of supplies or that may be introduced in future will be extra and are payable by the successful bidders.

This Rate should be valid for 15 (Fifteen) working days from the date of online auction for acceptance by the Company. Once the rate is accepted by OMDC the price shall remain firm during the period of contract i.e.co-terminus with From L.

#### 5. **BIDDING:**

The entire bidding process shall be regulated by the MSTC Ltd. The buyers from their respective offices shall visit the website of MSTC Ltd i.e. [www.mstcecommerce.com](http://www.mstcecommerce.com) for bidding purpose. The buyer shall offer the price of the material of their choice (for which Pre Bid EMD is deposited) through on-line. During the bidding process, the buyers may change the price of the material subject to Pre Bid EMD amount deposited. The minimum bid increment is Rs. 20/- or multiple of Rs.20/-. The buyer can not reduce the price once quoted. The price quoted shall not be less than the floor price.

The auto-extension of closing time for the e-auction is 8 minutes, In case the bid is received during the last 8 (Eight) minutes before the scheduled close time of e-auction, the close time of e-auction will be automatically extended by 8 (Eight) minutes from the last received bid time to give equal opportunity to all bidders. This process of auto extension will continue till no bid is received during a period of 8 (Eight) minutes.

#### CAUTION IN SUBMISSION OF BID :

The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0/No.of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

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### UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY:

Each Lot will have to be bid, sold and delivered on the basis of Unit Of Measurement ( i.e. UOM ) stipulated in the Material List displayed on the Auction Floor of View Live Auctions. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained.

The price and quantity bided online should remain valid upto a period of 15 (Fifteen) working days from the date of online auction for acceptance by OMDC. Any modification / variation made thereto by the bidders during the above period of 15 (Fifteen) working days shall be construed as withdrawal from the OFA and in that event, OMDC shall reserve the right to cancel the bid and forfeit the Pre Bid EMD without any further reference to the bidder.

### 6. **TERMS OF PAYMENT:**

All payments is to be made in advance. The successful bidder shall deposit the bid value+ applicable statutory levies as per the details indicated in the sale order by RTGS/ NEFT/ CBS within stipulated time.

#### **6.1 Security Deposit (SD):**

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

#### **6.2 Release of SD:**

- a) After successful lifting of the minimum quantity (+/-10%) as specified in the catalogue by the successful bidder (SB) within the specified time.
- b) ) SD will be released after one month from the date of completion of contract period.

#### **6.3 Forfeiture of SD:**

Each unit will be treated as an independent contract and will be bound by the terms & conditions specified in the catalogue.

In case the bidder do not lift the minimum quantity (Unit/ Unit size minus tolerance limit), within the specified period, then the amount of SD for the incomplete units will stand forfeited.

However in case of allotment of multiple lots to a single bidder, minimum quantity (successful lifting) shall be determined on the basis of whole allotted quantity minus tolerance limit as specified in the catalogue.

#### **Conditions for Extension for delivery period**

- OMDC may extend the delivery period in the eventuality as mentioned in clause Contract Period of Special Terms & Condition.

### 7. **PAYMENT FOR LIFTING OF MATERIAL:**

The successful bidders shall be required to deposit non-interest bearing advance payment covering full value of 100% of the material including taxes and duties within 07(seven) days from the date of issue of Sale offer (excluding the date of S.O).

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The Buyer may be given extension for payment for another 5 days with imposition of penalty 0.2% per day, to maximum of 1% penalty of Sale Offer value.

Lifting will have to be concluded within contract period i.e. Co-terminus with From L.

The agency is to make own arrangement for transporting from mines of OMDC at their own cost. In case OMDC provides the facilities for transportation, the same shall be indicated in the sale offer and shall be deposited by the bidder along with the total material value.

All payments towards material value, taxes, levies, etc. are to be made in the form of any electronic money transfer system approved by RBI in favor of “**THE ORISSA MINERALS DEVELOPMENT CO. LTD**”.

### **Bank details:**

A/C. Name : The Orissa Minerals Development Company Ltd.  
Current A/c No. : 11334345990  
Bank Name & Address : State Bank Of India, Govt. Treasury Branch, Pt. J.N.Marg,  
Bhubaneswar  
IFSC Code : SBIN0009025

**In case where the last date of payment within the initial 7 day period coincides with a bank holiday, a one day extension without penalty may be permitted. If the extended last date of payment also falls on a bank holiday and additional one day may be granted and so forth.**

### **7.1 Failure to deposit payments:**

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

NOTE: Moreover the permission planner including destination route etc details for dispatch of material, to apply mining permission has to be provided by the buyer immediately after submission of Sale Offer value. Failure to do so may result in cancellation of Sale Offer/ termination of contract without any notice to the successful bidder and forfeiture of EMD amount along with the applicable GST of the allotted quantity/ stack.

**7.2 Tax Structure: The Statutory dues will be levied as per applicability. The bidding will be done on Basic Price. Taxes will be applicable above the Basic Price as per applicability.**

### **7.3 Tax Collection at Sources (TCS):**

The amount of TCS as applicable for the material covered under Sale Offer under the Provisions of Income Tax Act shall be deposited by the bidder within 07 days from the issue of Sale Offer. Bidders who are end users need to submit Annexure- F and declaration in Form 27C of Income Tax rules from whom TCS will not be collected or else it will be presumed that bidders are not end users and applicable TCS will be collected along with advance amount.

### **7.4 Other Taxes/ Duties/ Levies/ Charges:**

The liability on account of imposition or levy of any new or existing taxes / Duties/ Levies/ Charges and/ or increase in rate of Taxes / Duties/ Levies/ Charges as levied by Local/ State/ Central Govt. concerning all in relation to the material covered under Sale Offer is entirely on Buyer and OMDC shall not bear any liability or responsibility in this regard.

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### 8. **MODE OF DISPATCH:**

The bidder should follow the guidelines of the DDM/JDM/Director of Mines, (Dept. of Steel & Mines, Odisha) for dispatch of material. The Grade/Specifications of the respective stack/lot as mentioned in Form K issued by authorized government agency shall be final and binding on both buyer and seller.

### **Following procedure is for dispatch through Road mode:-**

- i. “ Successful bidder shall take delivery of material as per delivery order within the stipulated period and also strictly according to any other instructions / delivery programme given by the concerned OMDC Management from time to time. The successful bidder shall make necessary arrangement for loading, **adjustment and** transportation of materials on Ex-mines basis at their own cost.
- ii. If successful bidder fails to lift the material within the stipulated time of the contract, the EMD and material value as per clause of abandoned Goods for the concerned lot shall stand forfeited with the closing hour of the contractual period, until the contractual period is extended under clause “Contract Period” of SPECIAL TERMS & CONDITIONS. If the bidder fails to lift the quantity even during the extended period, with the closing hours of the extended period the EMD and Material value as per clause of abandoned Goods for the concerned lot shall stand forfeited.

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

Note- As per “The Environment Protection Act -2006” and guidelines, the buyer should ensure that the loaded trucks are to be covered with tarpaulin during transport.

### **09 SAMPLING & ANALYSIS:**

The stack has already been analysed by DDCA, Government laboratory, JODA The Grade/Specifications of the respective stack/lot as mentioned in FROM K issued by authorized government agency shall be final and binding on both buyer and seller. In this context it may be noted that the sale of material is on “AS IS WHERE IS” basis and “NO COMPLAINT” basis.

### 10. **WEIGHMENT:**

For the purpose of payment, weighment as recorded in OMDC's weighbridge (i3MS approved) as mentioned in Transit Pass (T.P) shall be final.

Necessary arrangement for loading, adjustment of weighment and transportation (as per the Govt. directives) is to be made by the buyer at their own cost.

11. **DELIVERY SCHEDULE:** Successful bidders (SB) have to lift the total offered quantity within the contract period.

12. **TERMINATION CLAUSE:** If the SB fails to arrange payment as per provision of clause related to Terms of Payment above, OMDC will terminate the contract without any notice to SB, forfeit the Pre Bid Earnest money deposit/Security Deposit.

### 14. **ABANDONED GOODS:**

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a) The Successful Bidder must arrange for complete removal of the goods from the site within the date specified in the delivery orders issued by the OMDC. In case goods are not removed in full within the specified date, delivery orders for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the Successful Bidder. OMDC will have full right on such abandoned goods and will be entitled to dispose of the same in any manners it will deem fit without any reference to the Successful Bidder. The Successful Bidder will have no claim on goods treated as abandoned goods. The Successful Bidder shall further be held liable to compensate OMDC for any loss as stipulated in Para b below. For all commission and other charges and losses suffered by the OMDC, the same which would be recovered from the security deposit or any other sum due to the Successful Bidder including material value.

**b) PENALTY AGAINST ABANDONED GOODS:-**

If the buyer fails to lift 80% of the allotted quantity, Penalty shall be **charged @ 2% + GST** of the sale value ( Excluding all taxes and levies) of unlifted quantity calculated from the total quantity allotted. In case of extension of supply period, sale value (to be calculated at the higher price comparing the price at the time of allotment and the price prevailing at the time of extension) applicable during the extension period shall be considered for calculation of Penalty.

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

**15. ARBITRATION:**

Any dispute or difference under or arising out of or to in respect of the Agreement/ Accepted OFA may be referred to the sole arbitration of a person appointed by The Managing Director, The Orissa Minerals Development Co. Ltd, Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001 and his decision in the matter will be final and binding on the Buyer and the company. The arbitration will be carried out as per Arbitration Act, 1996 and Rules made there-under as amended from time to time. The place of arbitration will be at Bhubaneswar.

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

**17. JURISDICTION:** For all kinds of Legal proceedings against “The Orissa Minerals Development Co. Ltd.” in any matter arising out of the purchase shall be under the jurisdiction of appropriate Court of Bhubaneswar.

**18. OTHER TERMS AND CONDITIONS :**

- Interested parties may visit Mines to inspect the materials by prior arrangement with office of Business Head (Phone No. 9491032209)/ Bhadrāsahi Mines Manager –(9438244208) , Bagiaburu Mines Manager-(9777758839)& Commercial Manager (Mines)-9748049555 with prior appointment on any working day.
- Successful bidders whose bid has been approved by OMDC, should intimate the name & address of their local representative who should be present at the work site and coordinate with the executing Dept. to carry out the job properly. All-important communication with successful bidder shall be through letters/e-mails/faxes/notices put up in Notice Boards at mines office and it will be obligation of successful bidder not to overlook such Notices. Any plea of ignorance of such Notices / letters put up in the Notice Board at mines office shall not be accepted.

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- OMDC accepts no liability towards any claim, compensation / damage that may arise out of non-fulfillment of contracts between the successful bidder and any third Buyer. OMDC will give no cognizance to such 3<sup>rd</sup> Buyer with whom it has no privity of the contract.
- A contract shall be deemed to have been concluded between successful bidder & OMDC upon acceptance of the bid by OMDC in writing and the terms & conditions herein shall be binding on both the parties.
- In the event of any internal requirement of materials including those from Steel Plants under SAIL/ RINL and Government, OMDC shall reserve the right to curtail quantity A/C 'Successful Bidder' or cancel the contract.
- In the event the successful bidders whose bid has been approved by OMDC, desires that the challans are to be issued stipulating consignee and destination subject to the provision of the relevant GST Act, the same may be considered provided the successful bidders makes a written request to that effect and indemnify OMDC against non-delivery of materials to the nominated consignee / destination for which the successful bidder/s shall be responsible for all cost and consequences.
- The bidders shall adhere to the Mines Act, Rules, Mines Regulations and Order issued under them.
- Preference will be given to Government and Public Sector Units as per Government guidelines.
- It shall be the responsibility of the persons submitting the applications to ensure that the documents have been submitted in the formats and as per the terms and conditions prescribed in the OMDC website and no change is made therein before submission of their documents in the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of OMDC In case any tampering/unauthorized alteration is noticed in the documents submitted, from the documents available on the OMDC website, the said documents shall be summarily rejected and OMDC shall have no liability whatsoever on the matter. However, deviation if any, proposed by the applicant maybe separately indicated for acceptance or otherwise of OMDC. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

LETTER OF INTENT

To  
**General Manager (Commercial),**  
 Plot No. 271, Ground Floor, Bidyut Marg,  
 Shastri Nagar, Unit- IV, Bhubaneswar- 751001

**THROUGH:** Service Provider

REF.: OFA No.: .....

Dear Sir,

(1) We \_\_\_\_\_ are interested in participating in the Auction notified vide your notice under reference, for \_\_\_\_\_ Ex\_\_\_\_\_.

(2) We are hereby submitting a Pre Bid Earnest Money Deposit (EMD) of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide RTGS/NEFT as per the details mentioned at clause no. 2 on “Pre Bid Earnest Money Deposit” of OFA document above for participating in the above mentioned online forward auction as per details below:-

Sl.No.	Material Description	Earnest Money Deposit	No. of Units Interested in	Total EMD (Rs.)

(3) We agree to abide by all the instructions contained in the above indicated auction notice, your special terms and conditions and your General Terms and Conditions of Sale of Material from units of OMDC for sale through auction available on OMDC’s/Service provider’s website.

(4) I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the “OMDC auction document- general terms and conditions of sale from Mines/units of OMDC for sale through auction”, General Rules & Regulations governing the conduct of Online Auctions on the Service Provider Platform, Auction Notice, Special Terms & Conditions & Definition of Key Terms, also available at OMDC’s/Service Provider’s website. I/We understand that if our bid is accepted by the service provider, and approved by OMDC, I/We are obliged to complete the transaction and abide by all Terms & Conditions mentioned in this auction document.

(5) I/We agree that I/we have been provided training by service provider in order to participate in auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Service Provider/OMDC and bid accordingly.

(6) I/We request service provider to allot User-id and password to me/us and activate the same to participate in the above mentioned auction.

(7) I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.

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(8) I/We understand that my/our inability to participate in an e-selling event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider.

**(9) In the event of any failure on our part to comply with all or any of the Terms & conditions regarding the online forward auction, I/We irrevocably agree for the forfeiture of our Pre Bid EMD and Security deposit ( if applicable) .**

**(10) I/We also agree that OMDC is not bound to accept the highest or any bid or to assign any reason for such non-acceptance.OMDC in this regard shall be final and binding on all concerned.**

(11) I/We are providing the following details to you:-

- a. Name of Contact Person on our behalf:
- b. Our Contact Telephone Nos. :
- c. Our Fax No.:
- d. Our contact e-mail Particulars:
- e. Bank Name:
- f. Branch Name:
- g. Branch Address:
- h. Branch Telephone Number:
- i. Account Type:
- j. Account Number:
- k. IFSC Code:
- l. Amount of EMD
- m. Purpose for lifting:
- n. GST Registration No.:
- o. PAN Card Number:
- p. Trading License Number:
- q. GST-TDS No.:
- r. Other documents required by OMDC.if any

Yours faithfully

(Name & Signature of the authorized person)

Date:

For M/S \_\_\_\_\_

Place:

(With Company's Seal)



**General Terms & Conditions for sale through Online auction/ Forward Auction (FA1)**

**1. DEFINITIONS**

A reference herein to different expressions / abbreviation used shall mean the following :-

- 1.1 “OMDC” shall mean “THE ORISSA MINERALS DEVELOPMENT CO. LTD.,” incorporated under the Companies Act, 1956 and having their registered office at Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit- IV, Bhubaneswar- 751001, India and their mines / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.  
Online forward auction is conducted for THE ORISSA MINERALS DEVELOPMENT CO. LTD. (hereinafter referred as the “Client”) on MSTC Platform (hereinafter referred as the “Service Provider”).
- 1.2 LOI – Letter of intent
- 1.3 SO &DO – Sale Offer and Delivery order
- 1.4 SD – Security Deposit (SD)
- 1.5 EMD – Pre Bid Earnest Money Deposit
- 1.6 FA – Forward Auction
- 1.7 FOT – Free on Truck / Tipper/Dumper
- 1.8 DD – Demand Draft
- 1.9 PO – Pay Order
- 1.10 BC – Banker’s Cheque
- 1.11 AIWIB – As is where is basis
- 1.12 “The Contract” shall mean and include the OMDC FA1 : General Terms & Conditions of sale from Mines & Units of OMDC for sale through online auction / Forward Auction (FA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer by OMDC . Sale Offer, Delivery order / Release order along with subsequent amendments if any and other documents issued by OMDC pertaining to the referred auction through internet. Bidding on the service provider’s platform and being allotted by the system does not grant any rights on the material to the bidder. The highest bid is subject to approval by OMDC.
- 1.13 Online Auctions  
Online auctions refer to those auctions conducted through the internet with the bidders (from one or more locations) simultaneously bidding to be selected for buying the item(s) of

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auction subject to approval by OMDC. In other words, the venue for the auction is an Internet web site / platform. The Service Provider's web site assigned by Service Provider would constitute venue for the purpose of the online auction.

### 1.14 Bidder

Bidder is the individual / business entity participating in the auction, intending to buy the item(s) from the Client.

RTGS – Real Time Gross Settlement

NEFT-National Electronic Funds Transfer

Competent Authority – MD, OMDC

- 2 The responsibility for fulfillment of the contract rests between the bidders and the client (OMDC) and the responsibility of the Service Provider shall be restricted to the extent of the services provided by them.

### 3 INSPECTION OF MATERIAL (FOR MATERIAL AVAILABLE ON GROUND)

- 3.1 The bidders are advised to inspect the materials before offering their bid prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the notice for online auction through Internet. Necessary entry pass / permission can be obtained from concerned Authority.(BH, OMDC at mines or his Authorized representative)

- 3.2 **The bidders shall be deemed to have inspected the materials and satisfied with physical and chemical specifications they are bidding for, whether they have inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied.**

OMDC does not give any guarantee that the Acceptance of offer / Sale offer / Offer letter quantity will be actually available. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against OMDC.

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- 4** Any Buyer intending to participate in online forward auctions need to duly sign and stamp each page of “OMDC FA1: General Terms & Conditions of Sale from Mines & Units of OMDC for sale through Online Auction / Forward Auction (FA), General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Auction Notice, Special terms and conditions, General Terms & Conditions of Auction, Application & Letter of interest cum undertaking” and submit them to the Service Provider along with necessary Pre Bid EMD as stated in auction notice. Then the Service Provider will issue a user ID and a password to the bidder.

Bidders are also requested to change the passwords allocated to them by the Service Provider to keep their confidentiality. However it would be bidder’s sole responsibility to ensure the security and privacy of the same and he / they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User IDs and / or password.

Before actual participation, the bidders may obtain necessary help from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.

### **5 PRE BID EARNEST MONEY DEPOSIT**

5.1 The parties intending to bid in the Online Auction shall be required to deposit a non interest bearing EMD as per clause 2 “Pre Bid Earnest Money Deposit”.

5.2 Cheques will not be accepted towards Pre Bid Earnest Money deposit.

5.3 It will only be possible to adjust Pre Bid EMD from any other sum of money due from OMDC, on account of pending bill, Pre Bid Earnest money Deposit or Security Deposit (SD) paid towards another auction / tender after approval from OMDC.

5.4 In the case of unsuccessful bidders, the Pre Bid EMD will be returned after completion of auction from MSTC. No interest shall accrue on the amount of Pre Bid EMD

- 6** Bidders hereby confirm that they will participate in the online auction as informed by Service Provider and shall commit to lift the product (being bid for) at the price entered by them at the time of auction, if the bid is approved by OMDC and sale offer for the same is issued by OMDC. All prices entered shall be legally binding on the bidders.

### **7 AWARD AT THE AUCTION**

Normally the bidder who quotes the highest price for the lots he wants to be allocated by the system to him, is awarded the item being auctioned, in case the bid is approved by the client(OMDC) and Sale offer issued. The total quantity offered might be distributed to multiple successful bidders in case the bid is approved by the client(OMDC) and Sale offer issued at variable rates, based on the outcome of the auction.

### **8 VALIDITY OF BIDS**

The bid quoted should remain valid for acceptance by OMDC within the specified number of days from the date of conduct of auction as stipulated in the online forward auction notice.

### **9 UNSOLICITED OFFERS**

Bidders must be very careful to submit bids. After submitting bids, they shall not withdraw their bids or modify any terms and conditions thereof, without being asked to do so. If the bidders fail to observe the foregoing stipulation, their SD or Earnest Money Deposit, as applicable, shall be forfeited.

- 10** The OMDC reserves the right to accept or reject any or all the bids and this decision shall be final and binding and not liable to be questioned in any court or before any authority.

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- 11 Each bidder shall, before participating in auction through internet, submit his declaration as to whether the proprietor or any partner of the firm or Director of their Company, as the case may be, has any relation with any employee working in OMDC; and if so, give the name of the employee and the relationship. Information shall also be provided whether any of them has a relationship within the meaning of Section – 6 of the Companies Act 1956 with any of the Directors of OMDC; if so, give details.
- 12 Any bidder giving false information / particulars may be debarred from any future dealings with OMDC as per prevailing procedures and also as stipulated in special terms & conditions of sale, if any.
- 13 The bidder shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids.
- 14 Joint participation in bidding by two or more firms shall not be accepted.
- 15 OMDC reserves the right to defer or postpone date for conduct of auction through internet mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 16 **ACCEPTANCE OF OFFER / SALE OFFER / OFFER LETTER**  
When a bid is accepted by OMDC, the successful bidder (SB) shall be notified by an “Acceptance of offer / Sale offer / Offer Letter” which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer.

### **17. SECURITY DEPOSIT AND PAYMENT TOWARDS MATERIAL VALUE**

- 17.1 As defined in the Special Terms & Conditions of the auction.
- 17.2 No interest shall accrue on SD
- 17.3 OMDC will be entitled to recover from the SD all the money due to OMDC concerning the sale and other statutory liabilities from the customer.
- 17.4 The refund of SD is subject to the satisfactory execution of the auction. The SD will be refunded after completion of lifting within the contract period and claimed by the Buyer.
- 17.5 Taxes and Duties
  - 17.5.1 As mentioned in the Auction Notice.
  - 17.5.3 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.
- 17.6 Failure to make payment- Failure to deposit any or all of the above payments within the stipulated period will result in termination of contract without any notice to the successful bidder (SB) and forfeiture of Pre bid EMD / SD as the case may be.

### **18 RELEASE ORDER / DELIVERY ORDER**

- 18.1 On receipt of full payment from the customer/SB, OMDC will issue a “Release Order / Delivery Order”.
- 18.2 The customer who has signed the documents as mentioned in clause no 4 is required to sign on the Release Order / Delivery Order for taking delivery. If this is not possible and if the customer desires to take delivery through his authorized representative, he must authorize the nominated person by a

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letter of authority which has to be presented to the concerned departments. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the customer. OMDC, may at its sole discretion, decline to act on any such letter of authority and it shall be in all cases, for the customer to satisfy the concerned department that the authority is genuine.

### 19 DELIVERY

- 19.1 The delivery of the materials will be effected 'In situ' by the Management. The goods sold will have to be removed by the customer from the site within the date specified in the Auction Notice/Special Terms & Conditions/Release order / Delivery order.
- 19.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 19.3 The customer will make their own arrangement for transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the premise. The fact that such application has been made to OMDC or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.
- 19.4 In case OMDC provides the facilities for transportation, the same shall be indicated in the sale offer and shall be deposited by the bidder along with the total material value.
- 19.5 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 19.6 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall be entertained against OMDC on this account, whatsoever, if delivery is effected to wrong persons.
- 19.7 Where goods are sold by weight, delivery will be given on actual weighment. The weight of the empty and full truck / tipper / dumper will be taken on the weighbridge installed in the OMDC premises (or in any of the public weighbridges at the discretion of OMDC) and the net weight so recorded shall be acceptable and binding on the customer.
- 19.8 The customer shall not lift or remove any material, which is not conforming to the release order / delivery order. The customer shall remove the goods / lots only from the area earmarked / specified in the release order / delivery order and OMDC's decision shall be final and binding on the customer in this regard.
- 19.9 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the OMDC premises.
- 19.10 Extension of Delivery Date:  
*If any goods for which release order/delivery order is issued could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to OMDC, OMDC may extend the date fixed for removal of the goods for a period as deemed fit. OMDC also reserve the right to sell the surplus available quantity within the stipulated period or during the extended period to any of the parties who participated in the e-auction at the H1 rate and other applicable terms and conditions OMDC may refund the balance amount*

## 20 SHORTAGE OF GOODS

- 20.1 Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute and the customer shall have no claim against, OMDC for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise.
- 20.2 Where materials are sold by weight or number and the customer is denied delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

## 21. RE-SALE

Re-sale will not be recognized by OMDC. Acceptance of offers / Sale offer / Offer letters and Release orders / Delivery orders will be made out only in the name of actual customer.

## 22 WITHDRAWAL OF GOODS FROM SALE

OMDC reserves the right to withdraw from the sale after advertising or after issuance of acceptance of offer / sale offer / offer letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the customer. OMDC will not be responsible for any damages / loss whatsoever to the customer on account of such withdrawal.

## 23 ABANDONED GOODS

a) The Successful Bidder must arrange for complete removal of the goods from the site within the date specified in the delivery orders issued by the OMDC. In case goods are not removed in full within the specified date, delivery orders for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the Successful Bidder. OMDC will have full right on such abandoned goods and will be entitled to dispose of the same in any manners it will deem fit without any reference to the Successful Bidder. The Successful Bidder will have no claim on goods treated as abandoned goods. The Successful Bidder shall further be held liable to compensate OMDC for any loss as stipulated in Para b below. For all commission and other charges and losses suffered by the OMDC, the same would be recovered from the security deposit or any other sum due to the Successful Bidder including material value.

### b) **Penalty against Abandoned goods:**

If the buyer fails to lift 80% of the allotted quantity, Penalty shall be charged @ 2% + GST of the sale value (Excluding all taxes and levies) of unlifted quantity calculated from the total quantity allotted. In case of extension of supply period, sale value (to be calculated at the higher price comparing the price at the time of allotment and the price prevailing at the time of extension) applicable during the extension period shall be considered for calculation of Penalty.

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

## 24 QUANTITY TOLERANCE

In the event, goods are found in excess of the quantity specified in the release order / delivery order, OMDC may at its discretion offer the surplus quantity as per terms mentioned in the Auction Notice & Special terms & conditions. The customer will be allowed to deposit the cost only after an amendment to that effect has been issued by OMDC. OMDC also has the right either to demand the customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity.

**25 RECOVERY OF DUE**

Any sum of money due and payable to the customer including EMD (returnable to him under the contract) may be appropriated by OMDC and adjusted against price variation, Royalty, DMF, NMET including any claim / dues recoverable by them from the customer arising out of or under any other contract auction / tender made by customer with OMDC.

**26 PAYMENT OF INTEREST**

No interest will be paid on the amount paid by the customer and subsequently found refundable under any of the condition mentioned herein.

**27** In case the customer or his representative is found involved in any unlawful activity and unauthorized or wrongful removal of materials not sold or in case of any attempt for such removal, this shall amount to breach of contract and OMDC shall be entitled to cancel the contract and forfeit the entire Pre Bid Earnest Money Deposit/ Security Deposit (SD). They shall be further liable for all the losses that might be caused to OMDC on account of such unlawful activity and unauthorized / wrongful removal. In such cases OMDC may initiate proceedings for banning of business dealing with such customer as per procedure prevailing in the Mines.

**28 DAMAGE TO OMDC PROPERTIES**

The customer shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of removing the lot / lots bought by him, and the customer is fully liable to reimburse to OMDC the cost of such damages. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the customer.

**29 ILLEGAL GRATIFICATION**

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

**30 COMPLIANCE OF LABOUR LAWS AND SAFETY RULES**

30.1 During the period the customer's workers deputed within the mines, MMDR Act, rules, regulations and circulars issued by DGMs, DDM, IBM, MOEFCC will be applicable.

30.2 The customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any of the personnel employed by the customer or his subcontractor. The customer shall at all times indemnify OMDC against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.

30.3 Customer shall take full responsibility and include in his bid all costs of ensuring compliance of the safety norms right from the initial stage as well as providing safe working conditions to his workmen and / or any other persons employed by him at site i.e. either inside the plant / unit or outside OMDC's premises within the quoted price. He shall also ensure that the safety and health of the employees, plant / unit and any other property of the company, as well as other contractors working in the vicinity are

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not affected by his activities. He will also ensure that all equipments and other materials / supply etc. brought by him at site i.e. either inside the plant / unit or outside OMDC's premises as per the terms of the contract are safe to the workmen in accordance with the relevant Act ( including its latest amendments ).

- 30.4 OMDC has to be indemnified against any accident / injury to the workmen deployed by customer or engaged by OMDC and damage to plant / unit & machinery that may occur in course of loading of materials and customer shall provide safety appliances as required to the workforce at his cost.
- 30.5 **Safety Appliances, Training, Precautions**  
The customer shall supply all types of safety appliances and maintain the same in good working conditions. The customer shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, customer shall also include safety consciousness amongst his personnel and provide necessary training.
- 30.6 The customer shall take full responsibility for accidents caused due to his / her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.
- 30.7 The customer shall be fully responsible for the safety of his workmen and employees. The customer shall however, follow all instructions and direction that the Safety Department of the concerned mines may issue from time to time in regard to safety measures and shall be responsible for reporting without delay all accidents, however and where ever occurring in the works to the Safety Engineering Department of the concerned mines. The customer shall also assist the said department in regard to the enquiry and implementation of safety measures.
- 30.8 The customer must abide by the security as well as Safety rules of the Company as may be obtained by the competent authority of the Company from time to time.
- 30.9 **Violation of safety requirements**  
In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility / equipment as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.
- 30.10 Where applicable and loading / dismantling / processing of the lot is allowed, the customer shall be responsible for security / safety of the workmen like the lifters, laborers, drivers of trucks, loaders etc., engaged by him, for which customer shall have to observe all safety rules inside the company premises and Plant / Unit shall in



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accordance with this condition accepted by customer, stand indemnified against any accident / injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. Customer shall provide safety appliances to the workforce at his cost.

In Case any penalty is imposed by any statutory authority, then, cost, penalty, interest will be recovered from the tender/bidder.

The vehicle to be deployed for lifting must have valid road tax, insurance, fitness, pollution clearance etc. The driver must have valid Driving License. The person must complete VTC refresher course in Vocational Training Centre and IME/PME (Initial/periodical medical examination)

**31** All important communication with customer shall be through letters / couriers / faxes / emails and / or notices put up in notice board at OMDC,Mines and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at OMDC Mines shall not be acceptable.

### **32 THIRD BUYER INSURANCE / INDEMNITY BOND**

32.1 It shall be the responsibility of the customer for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Buyer Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

32.2 OMDC shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by OMDC.

32.3 The customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The customer shall assume responsibility for and shall indemnify and save OMDC of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.

32.4 The customer must take a third Buyer insurance covering losses / damage to premises, equipment, machinery and other installation of the OMDC Plant / Unit, wherever applicable, as well as any accidents / deaths of either the OMDC Plant / Unit employees or to the customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale offer.

**33 DEATH, BANKRUPTCY ETC.**

If the customer shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed on his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up not being a members' voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the legal successor shall intimate OMDC in writing of such happening within one week from the date of such event and OMDC shall be at liberty to cancel or terminate the contract of sale forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the customer or to the receiver, liquidator or 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 of sale subject to his providing a guarantee for the due and faithful performance of the contract of sale.

**34 CONCILIATORY BODY**

In case of any dispute & prior to appointment of Arbitrator, the point of dispute will be reviewed by a conciliatory body which will be formed with one representative from Head Office/ Mines of OMDC, one representative of the Buyer and a representative of Legal Cell of respective Mines/ unit.

**35 ARBITRATION CLAUSE**

- 35.1 All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after the determination of this contract, other than questions, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions ( hereinafter referred to as "excepted matters" and decision on which excepted matters according to the said specific provisions shall be final and binding on the parties to this contract and shall not be re-opened or attempted to be reopened on the ground of any informality, omission, delay or error in the proceeding or on any other ground whatsoever ) shall be referred by the parties hereto for the decision by a sole arbitrator to be appointed as hereinafter mentioned.
- 35.2 The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post / courier at their address given in the contract.
- 35.3 Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a sole arbitrator to be appointed by Managing Director of the Company in which arbitration is invoked.
- 35.4 In case the designation of the Managing Director is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director, OMDC by whatsoever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.

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- 35.5 The sole arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such sole arbitrator is an employee of the OMDC, mines shall not be regarded as such circumstance. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.
- 35.6 The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any Buyer. The venue of arbitration shall be at Bhubaneswar.
- 35.7 The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters necessary for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).
- 35.8 The provisions of the arbitration and conciliation act, 1996 and the rules framed thereunder, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the act / rules are carried out.

### **36 LEGAL JURISDICTION**

All kinds of legal proceedings against “The Orissa Minerals Development Co Ltd” in any matter arising out of the purchase shall be under the jurisdiction of the appropriate Court of Bhubaneswar.

### **37 FORCE MAJEURE CONDITIONS**

- 37.1 If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), OMDC shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.
- 37.2 On the occurrence of any of the above Force Majeure conditions, the Buyer concerned shall notify the other Buyer in writing of such occurrence(s) within 7 days of occurrence(s) stating therein -
- i) The date of occurrence(s) of Force Majeure disability and
  - ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

**38 CONTRACT CLOSING**

The customer shall ensure removal of workmen, tools, tackles etc. on termination / expiry of the contract at his cost immediately thereafter wherever applicable.

- 39** Any conflict between OMDC FA1 & the Auction Notice along with the Special terms & conditions, the Auction Notice along with Special terms & conditions will be overriding and finally will be binding on the customer.

**GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM**

**INTRODUCTION:**

This Online Forward Auction is being conducted for THE ORISSA MINERALS DEVELOPMENT CO. LTD (hereinafter referred as the “**Client**”) on the Auction Platform of ..... (hereinafter referred as “**Service Provider**”).

The General Rules and Regulations provided herein govern the conduct of Online Forward Auctions arranged by “**Service provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform.

**Acceptance in-toto to these General Rules and Regulations governing conduct of online auctions is a pre-requisite for securing participation in the online auctions.**

The key terms pertaining to the online Forward Auctions are provided in the “**Annexure- D**”. Prospective bidders are advised to read through the same.

**ROLE OF “SERVICE PROVIDER”**

“Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “client”. Input of the Auction items and defining the bidding rule in the auction engine.

- 1 Finalization of the auction items in consultation with the Client.
- 2 Defining of bidding rules for each auction in consultation with the Client.
- 3 Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
- 4 Enlarging the bidder base by introducing new bidders.
- 5 Collection of Pre Bid Security Deposit, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
- 6 Providing access to the eligible bidders to participate in the Auction.
- 7 Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.

**ROLE OF BIDDER**

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
2. The bidder would be provided access to the Auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password.

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3 Access to the auction mechanism shall be provided to all the eligible bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Pre Bid EMD **as decided by the client** before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

4. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine if the bid is approved by the client in writing AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.

5. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract, provided the same is approved by the Client, in writing.

6. The bidders shall bid on the terms specified by the client & place their bids in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & “service provider” retains the right of rejecting these bids even without intimating the client.

### **BIDDING RULES**

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide eligible bidders with the information and terms specific to the auction in which they are bidding. This would include:

1. Definition of the bidding unit.
2. Start Time and duration of the auction.
3. Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
4. Start Bid Price.
5. Specified Unit for Bidding.
6. Price Increments and any reduction in the price increment in the auction in the event of inactivity
7. Other attributes (informational/non-negotiable in nature)

While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each online auction, the “Service Provider” shall retain the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding. Participation in the auction process presumes complete awareness and understanding of the bidding rules.

### **CONDUCT OF THE AUCTION:**

Only those bidders who have been approved by the “Client” and/or handed over stamped and manually signed “General Rules and Regulations governing conduct of online auction along with Letter of Interest, required pre bid Pre Bid Earnest Money Deposit amount and other necessary documents (Auction Notice, Special Terms & Conditions & OMDC FA1 along with all Forms) to the “Client”/ “Service Provider” within the specified time will be given “Login ID” and “PASSWORD” to enable them view and participate in online auction.

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” Shall be specified separately for each Auction.

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“Service provider” retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

1. The number of confirmed bidders is deemed insufficient to conduct the auction.
2. Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
3. There are no bids which are equal to or below Start Bid Price.
4. Any other reason which in the opinion of “Service Provider” / “Client” requires such action to be initiated.

The duration of auction may also vary from the pre-specified period of time either on account of termination of the auction by “Service Provider” on the advice of the Client

**Or**

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

**Or**

Due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

1. Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date
2. Cancellation of a bid
3. Locking / deactivate a bidder’s account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his best price to the “Service Provider”. “Service Provider” will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.

The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the bidder. Bidder will be bound by the price offered.

### **LIABILITY OF “SERVICE PROVIDER**

“Service Provider” shall not be liable to the client/ bidders participating in the auction or any other person(s) for:

1. Any breach of contract by any of the parties in the fulfillment of the underlying contract.
2. Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects.

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It is clearly understood that these activities are undertaken by “Service Provider” to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

### **RIGHT OF THE CLIENT:**

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

### **CONFIDENTIALITY CLAUSE:**

“Service Provider” undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

### **JURISDICTION**

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Bhubaneswar Court only.



**DEFINITION OF KEY TERMS**

**Auction.**

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (bidders) are required to bid down the price to be selected to supply the requirement after approval of the client.

**Online Auctions.**

Online auctions refer to those auctions conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

**Award at the Auction.**

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the units of the item being auctioned. The bidder quoting the highest price is normally allotted the item subject to approval by the client.

**Client.**

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the bidders desiring to buy these items from the Client.

**Bidder.**

Bidder is the individual/business entity participating in the auction, intending to buy the item/s from the Client.

**Start Bid Price (SBP):** The SBP sets the starting price of auction for the lot. No one can provide less bid than SBP. SBP in any case should not be treated as the price at which the Client will decide to sell the lot.

**Auction Engine.**

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

**Timings of the Online Bid.**

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

**Preview Time.**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate eligible participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

**Start Time.** Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

**Duration of the Auction.**

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

1. Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
2. Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.
3. Extension to enable any bidder to bid in the event of Power failure/Connectivity disruption or any other reason for which he is unable to bid and has conveyed to the Service Provider about such a situation. However, the period of extension shall be determined solely at the discretion of the Service Provider.
4. Power failure or any connectivity issue/server issue etc at the end of the Service Provider.
5. Any other reason of the Client/Service provider to facilitate the auction process.

**Auto Extension of the Auction Timings.**

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

**End of the Auction.**

End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

**Auction Report.**

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction for approval / rejection of the rates by the client.

**PROFORMA**

**Authorization Letter**

This to certify that Shri/Smt..... working as ----- with ----- (Name of the firm /company) is hereby authorized to execute and sign all related documents and take all necessary actions and to do all such acts, deeds and things, as may be necessary for the Online Forward Auction No. .... Dt. ....

[ ]

Specimen signature of Authorized signatory

(Name of the authorized signatory .....

Signature of  
(Director/Company Secretary/Partner/Proprietor)  
With Seal of the Firm/Company

**DECLARATIONS**

**Mark(√) for type of bidder.Trader/End-user.**

1.I/We having examined and undersatand and agreed to the terms of the Online Forward Auction Notice.Special Terms & Conditions & General Rules and Regulations Governing Conduct of Online Auctions on the”Service Provider” platform.

2.With reference the OFAN,I/We undertake that the material purchased by us from OMDC Mines will not be exported to outside countries.

3. I/We undertake that the Ore purchased by us from OMDC Mines through OFA shall be sold directly to domestic end user industries.(This clause is applicable in case bidder is trader)

4. I, -----, working as ----- with ----- (Name of the firm /company) do solemnly affirm and state as follows:

a. That I am an employee on the rolls of the Company and am fully conversant with the activities and operations of the Company;

b.That I am authorized to sign and submit this declaration;

c.That .....(Company’s name) is the owner of ----- Plant located at ..... (Place).

d.That the Iron Ore/ Manganese Ore being procured through e-auction on -----would be used only in the said plant and that the same will not be re-sold.

e. That I shall submit declaration in FORM 27C of Income Tax rules immediately on receipt of Delivery Order.

**Signature of Bidder  
With Seal of the Firm**

**ANNEXURE-G**

**INTEGRITY PACT**

THE ORISSA MINERALS DEVELOPMENT CO.LTD (OMDC) hereinafter referred to as “The Principal”,

and

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, a contract for “**Sale of Iron Ore Lumps, Fines, Manganese Ore Lumps, Fines) from Bhadrasahi Iron and Manganese Mine**”. 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.

**Section 1 – 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):**

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- (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 contract or 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 on to 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 into 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 Organisation 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 / Sub-Contractors:**

- (1) The Bidder(s)/Contractor(s) undertake to demand from all his sub-Contractors 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)/ sub-Contractor(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 noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved Buyer with the Nodal Officer only appointed by CMD/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 CMD, 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.



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- (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 CMD, 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 CMD 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. Visakhapatnam, State of Andhra Pradesh, 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.

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(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 -----**

**Witness 1:  
(Name & Address)**

\_\_\_\_\_

**Witness 2:  
(Name & Address)**

\_\_\_\_\_