

<p><b><u>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</u></b>  <b>(A Govt. of India Enterprise)</b>  <b>AT/P.O - Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)</b></p>
<p><b>Head Office:</b> Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar  Unit-IV, Bhubaneswar Odisha-751001</p>

**Tender Notice No.:** OMDC/Mines/G&E/ 05/ 2024-25,      **Date:**09.11.2024

**TENDER DOCUMENT**

**FOR ENGAGEMENT OF AN AGENCY FOR PREPARATION AND APPROVAL OF MODIFICATION OF MINING PLAN ALONG WITH PMCP IN RESPECT OF BELKUNDI IRON & MN. MINES OVER 1276.790HA.(ROR AREA)/ 1276.949 HA.(DGPS AREA)**

**Name & Address of the Bidder:**

Name of the Bidder:
Address of the Bidder:
Phone No-
Email-

**Money Receipt No.....      Dated ...../...../ 2024**

**Cost of Tender Paper: Rs.826/- (Rupees Eight hundred twenty Six only inclusive of Applicable GST)**

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**

<p><b><u>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</u></b>  <b>(A Govt. of India Enterprise)</b>  <b>At/P.O. Thakurani, Via-Barbil-758035, Dist. - Keonjhar (Odisha)</b></p>
<p><b>Head Office:</b> Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar  Unit-IV, Bhubaneswar Odisha-751001</p>

### **TENDER NOTICE**

**Tender Notice No.:** OMDC/Mines/G&E/ 05/ 2024-25 **Date:** 09.11.2024

Sealed Tenders in prescribed format are invited from agencies having experience and expertise for carrying out the “**Job of preparation and approval of modification of mining plan along with PMCP in respect of Belkundi Iron & Mn.Mines over 1276.790ha.(RoR area)/ 1276.949 ha.(DGPS area).**”

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS
OMDC/Mines/G&E/ 05/ 2024-25 Date:09.11.2024	<b>Preparation and approval of modification of mining plan along with PMCP in respect of Belkundi Iron &amp; Mn. mines over 1276.790ha.(RoR area)/ 1276.949 ha.(DGPS area)</b>	Time: 3.00 PM Date:16.11.2024

The Tender documents can be obtained from the office of the Sr. Manager (Fin.) I/c, The O.M.D.C. Ltd., At/P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) on payment of Rs.826/- (Rupees Eight hundred twenty Six only) in cash or in form of Demand Draft drawn on any Scheduled Bank / Nationalized Bank favoring ‘The O.M.D.C. Limited’ and payable at Barbil.

Alternatively, the tender documents can also be downloaded from OMDC’s website **[www.birdgroup.co.in](http://www.birdgroup.co.in)** & **CPP Portal** and in such a case; the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further, corrigendum/addendum, etc. if any, will be made available in OMDC’s website only.

Chapter-I, Chapter-II and Chapter-III shall form the integral part of the tender document.

Sd/-

**Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**At/P.O. Thakurani, Via-Barbil-758035, Dist. - Keonjhar (Odisha)**

**Head Office:** Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar  
Unit-IV, Bhubaneswar Odisha-751001

**CHAPTER-I**

**NOTICE INVITING TENDER**

**TENDER NOTICE NO:** OMDC/Mines/G&E/05/ 2024-25 **Date :** 09.11.2024

Sealed Tenders in prescribed format are invited from agencies having experience and expertise for carrying out the Job of preparation and approval of modification of mining plan / scheme along with PMCP in respect of Belkundi Iron & Mn. Mines over 1276.790 ha. (RoR area) / 1276.949 ha. (DGPS area).

**1. INFORMATION TO BIDDERS :**

Interested bidders may obtain further information from the office of the HOD, Geology & Planning Dept. of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO-THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA.

"Any amendment issued prior to submission of Bids would be put on the OMDC's website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid."

**2. BIDDING DOCUMENTS:**

a) A complete set of bidding documents may be purchased by interested Agency(s) from the Sr. Manager (F) I/c, THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO-THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA, on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., e-mail & name of Contact Person along with cost. Bidding Document will be available for sale on all working days from 11 Hrs (IST) to 16Hrs (IST) against Cash payment during 11.11.2024 to 12 Noon of 16.11.2024 or against Demand Draft, Pay Order or Banker's Cheque in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" payable at Barbil.

b) The cost of Bidding Document is Rs.826/- (Rupees Eight hundred twenty Six only) inclusive of applicable GST.

c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. [www.birdgroup.co.in](http://www.birdgroup.co.in) & CPP Portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidders shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website ([www.birdgroup.co.in](http://www.birdgroup.co.in)), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents Tender Document (OMDC)

Seal and Signature of the Tenderer 3

shall be DD / Pay Order / Banker's Cheque drawn in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" and payable at Barbil.

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

The bidders are free to join pre-bid consultation to be held on 3.00 PM on 13.11.2024 in the office of the Business Head of The OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha (758035) for clarification of doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably, if any genuine doubts or explanation sought, are needed solely at the discretion of the Company. **Amendments so made will be published on the company's website.**

### **4. SALIENT FEATURES OF THE BID:**

<b>Sl.</b>	<b>Particulars</b>	<b>Details of Tender</b>
1.	Bid Enquiry No.	OMDC/Mines/G&E/ 05/ 2024-25 <b>Date:</b> 09.11.2024
2.	Name of the Work	Preparation and approval of modification of mining plan / scheme along with PMCP in respect of Belkundi Iron & Mn. Mines over 1276.790ha. (RoR area)/ 1276.949 ha. (DGPS area).
3.	Cost of Bid Document	Rs.826/- (Rupees Eight hundred twenty Six only)
4.	Earnest Money Deposit (EMD)	<b>Rs.5,000/-</b> (Rupees Five thousand five hundred only) The amount of Earnest Money shall be deposited by way of Banker's Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6(six) months from the date of opening of the Part-I, from any Scheduled/ Nationalized Bank except Co-operative and Gramin Bank(s) payable to "The Orissa Minerals Development Company Limited" at Barbil. Central Public Sector Enterprises (CPSEs) under Government of India. State PSUs, MSME & NSIC certificate holders are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Sr. Manager (Fin.), I/C, OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> and from CPP Portal.
6.	Place & Time of Pre-bid Consultation.	Thakurani on 3.00 PM on 13.11.2024 in the office of the Business Head of The, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha-758035.
7.	Date of Issue of Bid Documents	During office hours of Manager (Fin.) all working days from 11 Hrs (IST) to 16 Hrs (IST) during 11.11.2024 to 12 Noon of 16.11.2024
8.	Date of Submission of Bid Documents	3.00 PM of 16.11.2024
9.	Date of Opening of Technical Bid	3.30 PM of 16.11.2024
10.	Date of Opening of Price Bid	To be intimated later on after technical evaluation by letter/telephone/SMS/E-mail in advance.
11.	Period of Contract	03 (Three) months
12.	Validity Period of Bid	<b>90(Ninety)</b> calendar days from the date of opening of the Techno-commercial bid.

**BUSINESS HEAD.**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**At/P.O. Thakurani, Via-Barbil-758035, Dist. - Keonjhar (Odisha)**

**Head Office:** Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar  
Unit-IV, Bhubaneswar Odisha-751001

**CHAPTER-II**

**TENDER NOTICE NO:**OMDC/Mines/G&E/ 05 / 2024-25**Date :**09.11.2024

**1. SCOPE OF WORK:**

Preparation and approval of modification of mining plan / scheme along with PMCP in respect of Belkundi Iron & Mn.Mines over 1276.790ha.(RoR area)/ 1276.949 ha. (DGPS area).

- (i) Preparation of the all reports, documents and maps required for Mining Plan/scheme along with PMCP to be submitted on line/offline at IBM, Bhubaneswar for approval.
- (ii) Preparation of Mining Plan/scheme(Modification) of Mining Plan along with PMCP as per the Rule, MCR-2016, MCDR-2017 and if any amendment Rule, guideline & notification thereof.
- (iii) The proposed year wise development plan should be restricted to the MoEF & CC approved Diverted Forest area.
- (iv) Consultant/Agency should be verified the draft copy of Mining Plan from OMDC officials before submit to IBM.
- (v) Support towards required clarification/letter required from Director of Mines odisha, BBSR to IBM, BBSR for approval of the said Plan.
- (vi) Consultant remains present during the field Inspection of IBM officials.
- (vii) All the corrections /compliance on deficiencies pointed out by IBM, Bhubaneswar/IBM, Kolkata/ IBM Nagpur to be duly complied by the consultant within the stipulated time and obtaining approval from Indian Bureau of Mines (IBM).
- (viii) After approval the agency will provide the relevant soft copy (word, auto cad/GIS & PDF files) ) and a hard copy of approved Plan both text and maps/plans of approved documents to OMDC.

**(2) Assistance to be provided by OMDC:**

- (i) OMDC will provide existing Plans.
- (ii) OMDC will provide certificates and undertakings as per the requirement.
- (iii) Other statutory payment, if any, will be made by The OMDC. Ltd.

**3. CONTRACT PERIOD:**

- (i) 03(Three) months from the date of work order.
- (ii) The time period may be extended with sufficient justification to the satisfaction of the Management (OMDC) that the delay is beyond the control of the consultant/agency.

**4. DATE OF COMMENCEMENT OF JOB:**

The Agency should commence the related Jobs immediately after issuance of the LOI/ Work Order/Agreement.

**5. EARNEST MONEY DEPOSIT:**

Each Tender must be accompanied with the non-interest bearing Earnest Money Deposit of **Rs. 5,000/-** (Rupees Five thousand five hundred ) only in shape of Demand Draft/Bank Guarantee/Pay Order drawn on any Scheduled/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." Payable at Barbil. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be liable for rejection. The Earnest Money of the successful bidder shall be converted into Security Deposit which bears no interest and shall be refunded within 60 (sixty) days from the date of completion of the job.

**Central Public Sector Enterprises (CPSEs) under Government of India, State PSUs, MSME & NSIC certificate holders are exempted from submission of EMD.**

**Note:** - Earnest money of the unqualified / unsuccessful bidder will be refunded after finalization of the tender which will be duly intimated.

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

The EMD converted to Security Deposit which will be released within 60 (sixty) days after completion of the job.

OMDC will have the absolute right to adjust security deposit in case the agency defaults in carrying out the job as per the scope of work.

**7. ELIGIBILITY CONDITION:**

A bidder shall qualify technically subject to fulfillment of following condition. The bidder must submit the documentary evidence along with the technical bid in support of the following:-

- (i) The bidder should have experience in preparation & approval of Mining Plan along with PMCP of at least 02 (two) Mining project during last 05 years ending 31.10.2024. Copy of work order/LoI/Agreement along with approval letter from IBM, Bhubaneswar to be enclosed. Work order value of one project should not be less than Rs 3.15 Lakhs.
- (ii) Mining Plan should be prepared by qualified person In this regard, necessary Self declaration certificate has to be provided.
- (iii) Turn Over: The agency should have Average Annual Turnover of minimum Rs. 1.89 lakhs during last three years ending 31.03.2024. Copy of P/L account, Balance Sheet & Income Tax Return acknowledgement copy for the last three years 2021-22, 2022-23 & 2023-24 to be submitted towards proof of annual turnover.
- (iv) The Earnest Money Deposit of **Rs. 5,000/-** (Rupees Five thousand five hundred) only in shape of DD/Pay Order/Bank Guarantee from any Scheduled / Nationalized Bank except Co-operative and Gramin Bank(s) payable to "The Orissa Minerals Development Company Limited" at Barbil to be enclosed with the Technical Bid.
- (v) Submission of Proof of payment made to OMDC towards cost of tender Document of Rs.826/- (Rupees Eight hundred twenty Six only) to be enclosed with the Technical Bid.
- (vi) Agency should submit self attested copy of PAN card, & GST Registration Number.
- (vii) Copy of Partnership Deed in case of a Partnership firm, Memorandum & Articles of Associations in case of a Limited Company, Proprietorship Certificate in case of proprietorship firm to be submitted.
- (viii) A declaration is to be submitted that the bidder has carefully read all Tender terms & Conditions of the tender document.(Attached in Annexure-I).
- (ix) An undertaking, in Agency's Letter Head is required regarding that the bidder is not blacklisted/debarred by any PSU & OMDC at any point of time. (Attached in Annexure-II).

**Note:-** 1. Submission of any forge document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

2. All documents along with the tender shall be self-attested by the authorized signatory of the bidder with official seal.

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

- (i) Bidders, who will fulfill all the requisite conditions of Eligibility Condition clause of Chapter-II of this document, will be considered as technically qualified and considered for opening the Price Bid.
- (ii) The bidders are required to quote their price both in figures & words in the PRICE BID format enclosed as **Annexure-III** of the Tender Schedule (Part-II). The bidders are required to quote their price (Exclusive of applicable GST). Price Bids of the bidders will be opened in the presence of the bidders or their authorized representatives on a scheduled date and time which will be intimated in advance through Telephone/Letter/E-mail (s).
- (iii) **The L-1 bidder will be evaluated on the basis of lowest quoted rate in the Price Bid at Part-II, Annexure-III exclusive of applicable GST.**In case of low quoted price the agency have to submit Bank Guarantee equal to the differential amount between the estimated cost and quoted rate.
- (iv) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
- (v) The bidders may be asked for submission of short fall documents during evaluation of technical bids. These documents shall not be related to submission of EMD and cost of tender document. These document may be allowed to be submitted with in specific time period.

## **9. AWARD OF CONTRACT:**

- (i) The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (ii) The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim of any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission, without assigning any reason whatsoever.
- (iii) OMDC also reserves the right not to accept the lowest offer (L-1).
- (iv) Award of contract shall be made at the absolute discretion of OMDC.
- (v) The agency awarded, shall be required to execute an agreement/work order within the time specified in the letter of intent LOI.

## **10. SUBMISSION OF BILLS:**

The bills in triplicate mentioning LOI/Work Order No. & date etc. shall be submitted to the Sr. Manager (Geo.& Env.) I/C, Geology& Planning department who shall forward the same to Business Head through Finance department for consideration of payment.

## **11. PAYMENT TERMS:**

Payment shall be made on the basis of the rate quoted in the Price Bid (Part-II). The agency need to submit the details of Bank A/c, Branch, IFSC code, etc for enabling OMDC to release the payment though RTGS in the following manner.

- i) 40% of the total Job value will be released after preparation & submission of Draft Mining Plan and complete of field inspection of IBM, Officials.
- (ii) 60% of total job value will be released after final approval of Mining Plan along with PMCP and submitted the final approved document to OMDC Ltd.

**N: B:** The above amounts are exclusive of applicable GST. Applicable GST will be released after submission of documentary evidence towards payment of GST. The agency/s are required to comply the provisions under GST Act & Rules as applicable.

**12. SCHEDULE OF PAYMENT:**

Within 30 days from the date of submission of bill on Stage-Wise (As per clause no.-11 of Chapter-II) completion basis.

**13. TAX DEDUCTED AT SOURCES:**

Applicable taxes shall be deducted at source at the rates as per rule.

**14. PENALTY:**

In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement, OMDC may at its discretion, impose upon any or all of the following penalties:-

- a. Cancellation of Work Order.
- b. Forfeiture of Earnest Money / Security Deposit.
- c. Recovery of extra cost incurred by the company for getting the work done through other sources by forfeiture of Earnest Money/Security Deposit.
- d. Recovery from any of the other present/future pending bills of the contractor.
- e. Blacklist to the agency/Contractor.

**BUSINESS HEAD**



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

**At/P.O. Thakurani, Via-Barbil-758035, Dist. - Keonjhar (Odisha)**

**Head Office:** Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar  
Unit-IV, Bhubaneswar Odisha-751001

**CHAPTER – III**

**TENDER NOTICE NO:** OMDC/Mines/G&E/05/ 2024-25 **Date:** 09.11.2024

**GENERAL CONDITIONS:**

**1. DEFINITIONS:**

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the bidder for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tender.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means "The Orissa Minerals Development Company Limited". A company incorporated in India and having its head office Plot no-271, Ground Floor Bidut Marg, Shastri Nagar, unit-IV Bhubaneswar Odisha-751001.
- i) **Employer:** Employer means "The Orissa Minerals Development Company Limited".
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means Income Tax, GST and any Other Tax, Levy, Fees, CESS if applicable as imposed by the Government from Time to Time.

**2. TENDER SUBMISSION:**

The bidder shall submit the Tender in 2 (two) parts consisting of Part- (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number. The instruments of Earnest Money Deposit & Cost of Tender document are to be put in a separate envelope duly sealed and super scribed with the word "Earnest Money Deposit & Cost of Tender Document". All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Business Head, The Orissa Minerals Development Company Limited, Thakurani, Dist-Keonjhar, Odisha Pin-758035.

**Note:** Tender not submitted with Cost of tender Paper, EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected. Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the Business Head, The Orissa Minerals Development Company Limited, Thakurani, Dist-Keonjhar, Odisha, Pin-758035

However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time. Tenders not received in prescribed format will be liable to be summarily rejected. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. Tenders will be received up to 3.00 P.M. on 16.11.2024 and will be opened on the same day at 3.30 P.M. in the presence of bidders or their authorized representatives. The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone.

**The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered failing which the tender will be rejected. In case of any difference in rate between figure and in words, amount mentioned in words will be final for evaluation of contract. Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of its tender after opening of the tender may lead to rejection of the tender. Note: The tender submitted by the tenderer, who has been debarred by any PSU, will not be eligible to participate in the tender.**

### **3. OPENING OF TENDER:**

- (i) The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3.30 P.M on 16.11.2024 in the Dept. of the Finance of the Company.
- (ii) Part -II i.e. Price Bid of the tenderers, whose Techno-Commercial bids are found acceptable , shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers.

### **4. VALIDITY :**

The validity of the offer shall be for 90 (Ninety) days from the date of opening of the Techno-commercial bid.

### **5. TERMINATION OF CONTRACT:**

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

### **6. RISK PURCHASE:**

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

### **7. PRICE ESCALATION:**

The rate accepted shall be firm and fixed during the tenure of contract and no price escalation shall be allowed.

**8. STATUTORY COMPLIANCE:**

Agency will have to carry out the necessary statutory compliance required for the job.

**9. FORCE MAJEURE CLAUSE:**

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 of 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 contractor. On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence (s) within **07 days** of occurrence(s) stating therein -

i) The date of occurrence(s) of Force Majeure disability.

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.

**10. DAMAGE TO OMDC PROPERTIES:**

The agency shall be fully responsible for any loss / damage that may be caused to the documents of OMDC, and the agency 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 agency.

**11. ILLEGAL GRATIFICATION:**

If the bidder is found to be involved in any illegal gratification during the currency of the contract, the entire bid is liable for rejection.

**12. MODIFICATION OF CONTRACT:**

No modification and alteration of the contract / agreement will be allowed during the currency of the contract.

**13. ASSIGNMENT:**

The work order under this Tender Notice is not assignable or transferable in full or in part by either party.

**14. LAWS GOVERNING THE WORK ORDER:**

(a) The Work Order shall be subject to Indian Laws, Rules and Regulations, Notifications etc. issued by the Govt. from time to time.

(b) Chapter-I, Chapter-II and Chapter-III will be integral part of the tender document/agreement.

**15. LEGAL CAPACITY OF THE TENDERER:**

The agency shall satisfy OMDC that his organization is competent and authorized to submit tender and/or to enter into a legally binding Contract with OMDC. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding

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

**16. ARBITRATION:**

Any dispute or difference under or arising out of or in respect of the work order shall be referred to the Managing Director of the OMDC Ltd., Plot no-271, Ground Floor Bidut Marg, Shastri Nagar, unit-IV Bhubaneswar Odisha-751001 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act, 1996 & rule made there under as amended from time to time. In the event of failure to settle the dispute through arbitration, either party can refer the dispute to the court of Law. In that case the jurisdiction of court shall be High court, Cuttack only.

**17. COUNTER OFFER:**

**Any offer of the agency(s) which stipulates deviations from the terms & condition stipulated in the tender schedule will be treated as counter offer and may be liable for rejection.**

**18. OTHER CONDITIONS:**

- (i) Interested Parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.
- (ii) The Agency shall have to make his own arrangement for traveling, boarding, lodging etc. to the Site including visit to the connecting office.
- (iii) The Company (OMDC) shall not provide any accommodation to the agency.
- (iv) No advance payment to the agency will be entertained by OMDC.
- (v) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (vi) In case, the agency declines to take up the work or fails to cope up with the progress of work, OMDC reserves the right to terminate the contract, Blacklisting the agency and forfeit the earnest money of the agency and the cost of the work he/she would have done by that time and work may be rescinded.

**Sd/-**

**BUSINESS HEAD**

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

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

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

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

**UNDERTAKING**

To  
The Business Head,  
The Orissa Minerals Development  
Company Limited, Thakurani, Barbil,  
Keonjhar (Odisha)

TENDER NOTICE NO: OMDC/Mines/G&E/05/2024-25DATE: 09.11.2024

**Sub:**Preparation and approval of modification of mining plan / scheme along with PMCP in respect of Belkundi Iron & Mn.Mines over 1276.790ha.(RoR area)/ 1276.949 ha. (DGPS area).

**Dear Sir/Madam,**

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

I/We further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money.

I/We also undertake that I/we have not been blacklisted /debarred by any PSU or by OMDC at any time.

I/We enclose herewith the required documents.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

<p style="text-align: center;"><b><u>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</u></b> <b>(A Govt. of India Enterprise)</b> <b>At/P.O. Thakurani, Via-Barbil-758035, Dist. - Keonjhar (Odisha)</b></p>
<p style="text-align: center;"><b>Head Office:</b> Plot No-271, Ground Floor, Bidyut Marg, Shastri Nagar Unit-IV, Bhubaneswar Odisha-751001</p>

**PART- II**

**PRICE BID**

**Ref: TENDER NOTICE NO: OMDC/Mines/G&E/05/2024-25 DATE: 09.11.2024**

<b>Sl. No</b>	<b>DESCRIPTION OF WORK</b>	<b>Total Price (Rs) (Excluding of Applicable GST)</b>
1.	Preparation and approval of modification of mining plan / scheme along with PMCP in respect of Belkundi Iron & Mn.Mines over 1276.790ha.(RoR area)/ 1276.949 ha. (DGPS area).	<b>Rs. ....../-</b> <b>(Rupees.....)</b> <b>.....only)</b>

**N.B:-**(i) The L-1 bidder will be evaluated on the basis of their lowest quoted rate in the Price exclusive of applicable GST.

(ii) The price should be exclusive of applicable GST, which will be paid by OMDC on submission of proof towards payment of GST.

(iii) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

**(iv)** Any processing fees, if applicable, for payment to relevant Govt. Authority, will be paid by OMDC.

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**