

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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

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

**Telephone No. : 06767-275530, 275058, 276131**

**Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar  
(Odisha)**

**Rate contract for lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.**

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

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\_\_\_\_\_

Money Receipt No.....

Dated ...../...../ 2023

Cost of Tender Paper: Rs.1800.00 (Rupees one thousand eight hundred) only inclusive of GST

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)**  
**Telephone No. : 06767-275530, 275058, 276131**  
**Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar**  
**(Odisha)**

**TENDER NOTICE**

***Tender Notice No.: OMD/Mines/23-24/11/(1) Dated 16.11.2023***

Sealed tenders in prescribed format are invited from the experienced agencies for rate contract of **lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.**

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
OMD/Mines/ 23-24/11/(1) Dated 16/11/2023	<ol style="list-style-type: none"><li>1. Lifting &amp; loading of iron ore fines at mines into the trucks.</li><li>2. Adjustment of weight of Iron Ore fines loaded into the trucks /dumpers near weighbridge.</li><li>3. Transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron &amp; Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha.</li><li>4. Reloading the transported materials to Rail Wagon by mechanical means.</li></ol>	Dt. 30.11. .2023 at 3.30 PM

The Tender documents can be obtained from office of the Manager(F), I/C, **The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment **Rs. 1800.00 (Rupees one thousand eight hundred) only inclusive of GST** in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) 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 our web site 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)**  
**P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha)**  
**Telephone No. : 06767-275530, 275058, 276131**  
**Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar**  
**(Odisha)**

**CHAPTER-I**

**NOTICE INVITING TENDER**

**TENDER NOTICE NO: OMD/Mines/23-24/11/(1)**

**DATE: 30.11.2023**

Sealed tenders in prescribed format are invited from the experienced agencies for rate contract of lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.

**1. INFORMATION TO BIDDERS :**

Interested bidders may obtain further information from the office of the Business Head.

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 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

**MANAGER (FINANCE), 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 Address & name of Contact Person along with cost, Bidding Document will be available for sale on all working days from 16.11.2023, 9.30 AM to 29.11.2023, 5.00 PM against Cash payment or against Demand Draft, Pay Order or Banker's Cheque in favour of

**“THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED”** payable at par at Barbil.

- b) The cost of Bidding Document is **Rs. 1800.00 (Rupees one thousand eight hundred) only inclusive of 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). The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidder 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 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 21.11.2023 at 3.30 PM in the office of the Business Head, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarifying 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 within 07 days before the opening of the bid.

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

<b>Sl.</b>	<b>Particulars</b>	<b>Detailed of Tender</b>
<b>1.</b>	<b>Bid Enquiry No.</b>	<b>OMD/Mines/23-24/11/(1), DATE: 16.11.2023</b>
<b>2.</b>	<b>Name of the Work</b>	Rate contract for 1. Lifting & loading of iron ore fines at mines into the dumpers/trucks. 2. Adjustment of weight of Iron Ore fines loaded into the dumpers/ trucks near weighbridge. 3. Transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha. 4. Reloading the transported materials to Rail Wagon

		by mechanical means.
<b>3.</b>	<b>Cost of Bid Document</b>	<b>Rs. 1800 (Rupees one thousand eight hundred) only inclusive of GST.</b>
<b>4.</b>	<b>BID SECURITY (EARNEST MONEY DEPOSIT)</b>	<b>INR. 1,75,000 /-</b> The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6 months from the date of opening of the Part-I, from any Scheduled Commercial 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, and MSEs are exempted from submission of EMD/Bid Security.
<b>5.</b>	<b>Availability of Tender Documents</b>	Office of the Manager (Finance), I/C OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & CPP portals.
<b>6</b>	<b>Place &amp; Time Of Pre Bid Consultation.</b>	21.11.2023 at 3.30 PM in the office of the Business Head, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist-Keonjhar, Odisha, 758035.
<b>7</b>	<b>Date of Issue of Bid Documents</b>	From 16.11.2023 at 9.30 AM to 29.11.2023 at 5.00 PM
<b>8</b>	<b>Date of Submission of Bid Documents</b>	30.11.2023 at 3.30 PM
<b>9</b>	<b>Date of Opening of Technical Bid</b>	30.11.2023 at 4.00 PM
<b>10</b>	<b>Date of Opening of Price Bid</b>	Prior information shall be given through phone, mail or postal correspondence.
<b>11</b>	<b>Validity Period of Bid</b>	120 days from the date of opening of the techno-commercial bid.

**Sd/-**

**BUSINESS HEAD**

<p><b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b>  <b>(A Govt. of India Enterprise)</b>  <b>P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha)</b>  <b>Telephone No. : 06767-275530, 275058, 276131</b>  <b>Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar</b>  <b>(Odisha)</b></p>
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**CHAPTER-II**

**1. SCOPE OF WORK:**

The selected bidder will have the following scope of work to be executed as per enclosed specification:-

Sl. No	Description of work	Quantity in MT(Approx)
1	1. Lifting & loading of iron ore fines at mines into the dumpers/trucks. 2. Adjustment of weight of iron ore fines loaded into the dumpers/ trucks near weighbridge. 3. Transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha. 4. Reloading the transported materials to Rail Wagon by mechanical means.	<b>50,000</b>
<b>Total</b>		<b>50,000</b>

**N.B: The quantity indicated above is tentative and is subject to variation.**

**BRIEF SCOPE OF WORK**

Lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.

- a) The successful bidder shall be responsible for deploying suitable capacity of approx. 10 nos. Dumpers, 02 nos. excavator and 02 nos. front end loader and required manpower for loading & levelling of Iron Ore Fines from OMDC Mines for despatches via Railway Wagon. Vehicles and machinery shall be less than 7 years old as on tender application date.

- b) Permission will be granted by Railway authority for dumping Iron Ore on Railway siding before 24 hours of arrival of Railway Rakes. Maximum 5 hours time period will be provided for loading and levelling of Rakes.
- c) The Contractor shall assist/ liaison with railway and buyer in submitting the Railway programme as per the lifting pattern and on submission of the same, the Contractor shall coordinate with Railways/appropriate authority for sanction of Railway programme from the concerned office.
- d) Contractor shall be responsible for loading of wagons to the rated Permissible carrying capacity, as per the Railway regulations and levelling /trimming of the Iron Ore Fines loaded including checking/identification of the defective wagons. The contractor shall undertake minor repairs to the wagons such as plugging the holes / placing some iron sheets or plywood sheets to prevent bleeding of the loaded material. In case of any spillage of the material on the railway track due to loading of the material into faulty wagons, it is the Contractor's responsibility to clear such fallen material from track. Contractor shall ensure that rakes received are not in damaged condition and coordinate with Railways to replace/restore condition of the wagon wherever required. Irreparable wagons shall not be loaded with material. The Contractor shall share the pictures/ videos of the rake as confirmation of the same.
- e) Contractor shall load into the wagons on train load basis and take care of incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, Contractor shall try and get rakes which are in good condition. In case the rake(s) is/are loaded on wagon load basis, the differential railway freight will be borne by the Contractor.
- f) The Contractor after loading the material into wagons shall cover the rakes with tarpaulin for transportation of material to the destination place. The dimensions of tarpaulin: length x width x height – 36 ft x 12 ft x 6 ft. The tarpaulin should be made of HDPE material with a minimum of 200 gsm and tying of tarpaulin using 10 mm nylon rope to cleats. The rope should be tied at every 1 metre interval and securely fastened to prevent any chance of opening and loosening from the cleats. Use 10 mm nylon ropes for rounding / binding (10 nos.) and 6 mm nylon ropes for clipping (20 nos.).The area underneath of the wagon should not be covered with tarpaulin. Only the top portion of the wagon should be covered.
- g) Contractor shall ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior to loading.
- h) The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with material as loading such wagons may cause significant quantum of enroot spillage over long distance transportation. Contractor should take all efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Railway authorities prior to loading of material. Contractor has to get such wagons declared as sick wagons.
- i) Any demurrage, penalties and extra charges at loading end shall be borne by the Contractor.
- j) Contractor shall comply with all the formalities, modalities & legal requirements of consignor, Railways, state government and all Applicable Laws of the land and shall



indemnify consignee against any default of the Contractor in this regard, whatsoever.

- k) Contractor shall ensure the covering the trucks as per the applicable laws
- l) The average distance between Mine Head to Banspani Railway siding is as mentioned above.
- m) Contractor shall have to obtain the necessary clearances/certifications from the authorities such as RTO, RLC, EPF, etc., for the men and machinery deployed.
- n) The contractor shall co-ordinate with the Steel & Mines / Forest departments (Govt of Odisha) for obtaining the necessary clearances if required.
- o) The quantities of ore are only indicative/tentative and OMDCL reserves the right to increase or decrease the quantity. The successful bidder will not be entitled to any compensation or indemnity on account of increase or decrease in the quantity. The successful bidder shall agree and understand that the Stock may vary from time to time and it will be as per actual weight weighed by weighbridge provided by OMDC via separate contract to which the successful bidder will not have any objection.
- p) The Contractor shall ensure that there is no pilferage/spillage of cargo while transportation from the Mine head to the Railway Siding.
- q) Any loss of minerals in transit shall be to the account of the contractor.
- r) If the delay in transportation leads to demurrage charges, the penal amount will be recovered from the contractor.
- s) The agency should provide necessary liaisoning with different Govt. Departments including Railway as and when required.

## **2) AREA / PLACE OF WORK/OPERATION:**

The area / place of work shall be at stock yard of Bhadrasahi Iron & Manganese Mines, of OMDC to the Banspani Railway siding, Keonjhar district, Odisha. The bidders are advised to visit the site to acquaint themselves with the distance, gradient factor and other working conditions before submitting the Tender document. The OMDC will provide the concerned official for showing the location.

## **3) CONTRACT PERIOD:**

The contract shall be for a period of **01(one) year** from the date of issuance of Work Order. However, OMDC reserves the right to curtail the contract suitably on its discretion.

## **4) DATE OF COMMENCEMENT OF JOB:**

The contractor shall commence the work within 7 days of issuance of the Work Order.

## **5) EARNEST MONEY DEPOSIT:**

- a. The Tenderer is required to deposit a lump sum amount of **Rs.1,75, 000/-** as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered.

- b. Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of The Orissa Minerals Development Company Ltd. Payable at Barbil or a Bank Guarantee for an equivalent amount of EMD from any Nationalized bank/ Scheduled Commercial Banks in the prescribed format (Format enclosed) favoring The Orissa Minerals Development Company Ltd.
- c. In case of BG is given as EMD, it must be valid for a period of 6months from the opening of tender. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the Price Bid/ Finalization of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies accepting the work order /Contract, their EMD shall be forfeited.
- d. Central Public Sector Enterprises (CPSEs) under Government of India, State PSUs, and MSEs are exempted from submission of EMD.
- e. **Exemptions for Micro and Small enterprises (MSEs)**  
Micro and small enterprises (MSEs) registered with any of the following bodies shall be provided exemptions from submission of Cost of tender documents and Earnest money deposit (EMD):
  - i. District Industries Centre.
  - ii. Khadi and Village Industries Commission.
  - iii. Khadi and Village Industries Board.
  - iv. Coir Board.
  - v. National Small industries Corporation(NSIC)
  - vi. Directorate of Handicrafts Handloom.
  - vii. Udyog Aadhar Acknowledgment /Udyog Aadhar Memorandum issued by Ministry of MSME.
  - viii. Any other body specified by MSME.
- f. Tender without EMD shall be summarily rejected.
- g. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

#### **6) SECURITY DEPOSIT (SD)**

EMD of successful bidders will be converted into Security Deposit which shall be released after 60 days from the completion and successful execution of contract.

#### **7) PERFORMANCE BANK GUARANTEE (PBG)**

- a. PBG for the work shall be @5% of the contract price. Successful bidder shall deposit the PBG amount within 7 days of issuance of the Work Order in the form of Bank Guarantee from any Nationalized bank/ Scheduled Commercial Banks in the prescribed format (Format enclosed at Annexure-VII) favoring The Orissa Minerals Development Company Limited (OMDC) payable at Barbil.
- b. Any dues of OMDC against the Contractor under the Contract resulting from award of work to some other Contractor at the Risk and Cost of the defaulted

Contractor shall be adjustable against the PBG and if PBG is insufficient, the same could be recovered from the defaulted Contractor.

- c. In case of the termination of the Contract by the Contractor, OMDC shall have right to forfeit the Security Deposit & PBG also.
- d. The PBG shall be refunded to the Contractor within 60 days from the date of payment of Final Bill, will be approved for release by the Business Head after adjustment of demand, claims, penalties, etc., if any and on production of No Objection Certificate (NOC) from Mines Manager & Commercial Department at Mines.

## **8) ELIGIBILITY CRITERIA:**

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences along with the Technical Bid in support of the followings:-

- I. The agency must be a valid transporting license holder issued by concerned Govt. authority.
- II. The Agency must have minimum 2 nos. of excavator, 2 nos. of loader/shovel and 05 no's of dumpers registered with concerned Govt. authorities in his own name.
- III. **Experience:** - Experience of having successfully executed/completed at least one similar work of a value not less than **Rs.88,50,000**/(Rupees Eighty Eight Lakh Fifty Thousand) only, during any one financial year of last 5 (five) years ending last day of month previous to the one in which tender issued. Copy of the Work Order/ contract including execution certificate (work completed) of the same should be enclosed.

Experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender.

**Similar works** means whose scope is similar to the scope of the current works as specified in the tender including Loading and shifting of Earth/ Sand/ Cement/ Limestone/ Timber/Tar-Bitumen/Coal/Manganese / Chromite / Bricks/Iron Ore/Iron Ore Pellets etc. using mechanical equipments.

- IV. **Average Annual turnover:** Average Annual financial turnover during the last 3 (three) years i.e. 2020-21, 2021-22 & 2022-23 should be at least Rs. **60,00,000/-(Rupees Sixty Lakh )**only. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Returns to be submitted in support of the turnover.
- V. The Bidder shall have valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.
- VI. The Bidder shall have valid Loading License for loading at Banspani Railway siding in Form -11 issued by concerned Mining Officer/ Deputy Director Mines.
- VII. The interested Bidders having no valid Transporting Agent's Registration Certification Form A and loading license for loading at Baspani Railway siding

in Form-11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate in Form A and loading license for loading at Banspani Railway siding in form 11 within 07 days from the date of issue of work order, failing which the EMD submitted by the bidder shall be forfeited along with cancellation of Work Order.

- VIII. Earnest Money Deposit (EMD) of **Rs.1,75,000.00 (Rupees One Lakh Seventy Five Thousand)** only in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist- Keonjhar (Odisha).
- IX. Cost of tender documents of Rs.1800.00 (Rupees One Thousand Eight Hundred) only inclusive of GST.
- X. GST Registration. (Copy to be submitted).
- XI. PAN (copy to be submitted)
- XII. Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per annexure-III.
- XIII. Undertaking in the agency's letterhead to the effect that the manpower (Skilled and unskilled) to be supplied as per annexure-IV. The agency should comply the provisions as laid down in Mines Act 1952 & Rules, Regulations, Guidelines, DGMS circular etc.
- XIV. Duly signed integrity pact refer to (Annexure- VI)
- XV. Documents relating to Status of the tender in form of the following:
- Registered Partnership deed in case of a Partnership firm,
  - Memorandum of Association and Article of Association in case of a Limited company,
  - Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
  - Experience in the name of the partners of the firm will be considered as experience of the firm/company participating in the tender.

**N.B: Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.**

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

- i. The bidders are advised to quote their **composite rate** in the format given in Part – II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorized representatives on a suitable date and

time, which will be intimated to the technically eligible bidders. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfilment of all other terms and conditions of the tender.

- ii. The L-1 bidder will be evaluated on the basis of lowest quoted Total Value in the Price bid.

**10) AWARD OF WORK/CONTRACT:-**

- i. The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- ii. Award of contract shall be made at the absolute discretion of Company. 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 any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- iii. Company also reserves the right not to accept the lowest offer or to divide the work to more than one successful bidder at the L1 Quoted Price.

**11) SUBMISSION OF BILL**

The Tenderer/contractor will submit duly certified separate bills on monthly basis for Lifting, loading, transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani and reloading the transported materials to Rail Wagon by mechanical means. The work done shall be verified and certified by concerned mines manager, certified by the Agent of the Mines and the same to be forwarded to Manager (F), I/C who will forward the same to the Competent Authority for approval. Deductions as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills based on the Transit Permit (TP) and jointly verified stacking quantity. Any variation in rates, imposition of new taxes, levies, duties, etc. after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

**12) PAYMENT TERMS:**

Payments shall be released on the basis of TP within 30 days from the date of submission of bills, as follows:

- i. 80% of the clearing and forwarding charges shall be paid on completion of despatch of material through the OMDC weighbridge after submission of the RR copy.
- ii. Balance 20% payment shall be released after final despatch of mineral/ TP reconciliation on weighment basis through OMDC weighbridge.
- iii. GST will be reimbursed to the agency as applicable on submission of GST Challan as proof of payment and after successful return filing subject to confirmation on GST portal.

- iv. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per relevant Rules as applicable.

### **13) TAX DEDUCTED AT SOURCE**

Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

### **14) SHORTAGE**

All efforts shall be made by the successful bidder to ensure that the total quantity for rail despatches is lifted from the respective Mines & transported to the Railway Siding, Banspani Dist-Keonjhar, Odisha and loaded on the rakes consigned to customer/s.

In case of difference in quantity between cumulative of weights as per the Transit Permit quantity and cumulative RR quantity, for the quantity shortage in excess of 1.5% of the quantity as per Transit Permit (TP) and value of shortfall quantity of Mineral in excess of 1.5% shall be recovered @150 % of the related material value from the contractor.

### **15) IEM (Independent External Monitor) & Nodal Officer for Integrity Pact:**

- (i) Tenderers are required to unconditionally accept the “Integrity Pact” enclosed to the tender document and shall upload the same duly signed along with their offer. Offer of the Tenderers received without Integrity Pact duly signed, shall not be considered.
- (ii) The independent External Monitors (IEM) is Sri B Prasad Rao, Flat No. X-88, Meghdutum Apartment, TGB Meghdutum, Sector-80, Noida- 201301 (UP). Mobile No. 98107 00315, Email id- [bprao1954@gmail.com](mailto:bprao1954@gmail.com)
- (iii) The Nodal Officer is Shri Bidu Bhusan Gomango, General Manager (Business Development) Plot No. 271, Ground Floor, VidyutMarg, Unit-IV-, Shastri Nagar, Bhubaneswar- 751 001. Mobile No. 94910 32209, Email [id-gomango@vizagsteel.com](mailto:id-gomango@vizagsteel.com)

### **16) PENALTY**

- (A) In case the successful bidder fails to take up the work after issuance of Work Order within 7 working days., OMDC may at its discretion, impose upon any or all of the following penalties-
- (i) Cancellation of Work Order in part or full.
- (ii) Forfeiture of Earnest Money & recovery of extra cost incurred by the company for getting the work done through other sources.
- (iii) Blacklisting of the Contractor.
- (iv) Recovery from any of the other present/future pending bills of the contractor.
- (B) If Penalty levied by any Authority/Railway department for delay in Transporting, Loading and leveling or any other activity will be to the contractor account.

#### **17) ESCALATION/DISESCALATION**

No escalation/de- escalation in any form (Increase in diesel rate, labour rate, distance etc) will be entertained during the tenure of the contact.

Any increase in Taxes, Levies and Duties or Imposition of new Taxes if any shall be compensated on production of documents.

**Sd/-**  
**BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha)**  
**Telephone No. : 06767-275530, 275058, 276131**  
**Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar**  
**(Odisha)**

### CHAPTER – III

#### GENERAL CONDITIONS

##### **1. DEFINITIONS:**

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Firm or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be performed 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/tenderer.
- 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 registered office at Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar (Odisha).
- i) **Employer:** Employer means “The Orissa Minerals Development Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer of the organisation.
- k) **Taxes:** Taxes means Income Tax, Surcharge, Cess Tax, Goods and Service Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.
- l) **EMD:** EMD means Earnest Money Deposit.
- m) **S.D. :** S.D. means Security Deposit.



## **2. TENDER SUBMISSION:**

2.1 The bidder shall submit the Tender in 2 (two) parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft Bankers Cheque/ Pay Order/ Bank Guarantee in favour of The Orissa Minerals Development Company Ltd. payable at Barbil and the same is 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 and Earnest Money & Cost of Tender shall be put in a 4<sup>th</sup> (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 OMDC Ltd., At/P.O.- Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.

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 this office.

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

Tenders not received in prescribed form 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 3.30 P.M. on ...../...../2023 and will be opened on the same day at 4.00 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/Telephone/e-mail.

Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT.

OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

**The tender document shall have to be signed by the bidder on each page and the terms & conditions must not be altered; failing which, the tender will be rejected.**

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

Any 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 his tender after opening of the tender may lead to rejection of his tender.

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

2.2 Full information shall also be given by the Bidder/ Tenderer in respect of the following:

**a) In case of Partnership firms:**

- 1) The names of all partners and their addresses.
- 2) The financial status of the firm and its partners.
- 3) Previous experience of the firm and its partners.
- 4) Self-attested copy of Partnership Deed.
- 5) Self-attested copy of latest annual audited profit & loss statement.
- 6) Self-attested copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority.
- 7) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**b) In case of Companies:**

- 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies and Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto.
- 3) Names and particulars, including addresses of all the Directors.
- 4) Previous experiences of Company and Directors in similar project as well as work.
- 5) Relevant credentials with Reference list.
- 6) A Self-attested copy of latest annual report.
- 7) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**3. OPENING OF TENDER:**

**Part – I, i.e. Techno-Commercial Bid** shall be opened in the presence of the bidders or their authorised representative at time and date as given in Chapter - I

**Part – II i.e. Price Bid** of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders through Letter/e-mail/Telephone.

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

#### **4. VALIDITY:**

The Tender and the prices quoted shall be deemed to remain valid for a period of 120 days from the date of opening of Part-I i.e. Technical Bid. In case of Tenderer revoking or withdrawing/ cancelling his Tender or varying any term in regard thereof during the validity period of the Tender, without the written consent of OMDC, the Tender submitted shall be liable for rejection and the OMDC shall forfeit the Earnest Money paid by the Tenderer along with the Tender.

#### **5. Working time:**

The working time for the job shall be as per the civil administration permission as prevailing rules and as per the direction of Mines Manager.

#### **6. SIGNING OF AGREEMENT:**

6.1 The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days and start the work within 7 working days from the date of issuance of Work Order. In case the bidder declines to sign the agreement or to take up the work within stipulated time, in such eventuality, he will not have any such claim on the contract.

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

6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately after the Work Order is issued:

- a) Copy of detailed Work Order duly signed on all pages as a token of acknowledgement of receipt.
- b) Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
- c) Permanent Account Number allotted by Income Tax Department.
- d) Self-attested Photostat copy of Notarised Power of Attorney by the Competent Authority or Board of Director's resolution authorising the individual(s), to sign the contract.
- e) Self-attested Photostat copy of the Registration under GST, PF Registration Certificate, etc. as applicable.

- f) Other documents as proof of the eligibility criteria shall be provided within 7 days of submitting the Bid.

**7. TERMINATION OF CONTRACT:**

OMDC reserves the right to terminate/foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities noticed during execution of assigned job. OMDC shall in such event, give **30 days'** notice in writing to the agency. The party will be debarred from participation in all OMDC tenders for a period of **03(Three)** years.

**8. RISK PURCHASE:**

In the event of failure to fulfil the contract terms and execution of work as per 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 involve therein and the party will be banned from participation in all OMDC tenders for a period of **03(Three)** years.

**9. STATUTORY COMPLIANCE:**

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards the Mines Act, 1952 & Rules, Regulations, Circulars, Bye-laws made there under, Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The agency has to obtain his own PF code and shall be fully responsible to comply with all statutory obligations as employer for deduction and deposit of all contributions under E.P.F. and Pension Scheme (FPF) etc under the employees Provident Fund and Misc. Provision Act, 1952 and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under contract as per applicable statutory provisions / law and Government Notifications and will take full liabilities on the account. OMDC will not take any liabilities on this account. In the event of failure of the agency to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract including security deposit or a debt payable by the contractor.

The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident

Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employers and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

**10. FORCE MAJEURE CLAUSE:**

- a. If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under this Agreement or delays the performance or the delivery of all or any part quantity of the Product under the agreement is obstructed and/or delayed owing to or resulting from cause or causes beyond the control of bidder and OMDC and the such as acts of God, strikes, go-slow, Plant breakdown, Government elicits or ruling , war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the OMDC and the bidder shall be relieved of the responsibility for performance of this Agreement as per Para(c) of this clause to the extent to which such performance has not been achieved or has been obstructed.
- b. In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2(Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in sub clause(a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under this Agreement.
- c. Either party shall be relieved of the responsibility of performance of this Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be

postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

- d. In the event that the duration of the postponement of the Contract/ Agreement mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

#### **11. DAMAGE TO OMDC PROPERTIES**

- a) The agency 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 material 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 agency.
- b) OMDC shall not be liable for or in respect of any damages or compensation payable under law in respect of or in consequence in accident or injury /death of any miner, workman or other person or any public or villagers due to plying of vehicles of agency .The agency shall indemnify & keep indemnified M/s. OMDC Ltd against such above damages, compensation and liabilities and against all claims, proceedings, costs, charges &expenses whatsoever there of or in relation there to.

#### **12. 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 favor or disfavor to any person shall be resulting into the cancellation of this contract.

#### **13. DEVIATION:-**

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

#### **14. MODIFICATION OF CONTRACT:**

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

## **15. ASSIGNMENT:**

This Agreement is not assignable or transferable in full or in part by either party.

## **16. LAWS GOVERNING THE AGREEMENT**

The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

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

## **17. LEGAL CAPACITY OF THE TENDERER**

The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that 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, the Employer 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.

## **18. ARBITRATION**

### **18.1 For agencies other than PSU:-**

In the event of any dispute or difference between the OMDC & the bidder, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the matter to the sole arbitrator to be appointed in consultation between the parties.

The seat of Arbitration shall be at Bhubaneswar and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator will be shared equally by both the parties. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

The Arbitration proceedings shall be as per the arbitration and Conciliation Act 1996 and Rules made there under as amended from time to time.

Notwithstanding above, if any matter need judicial adjudication, the courts only at Bhubaneswar will have jurisdiction.

## 18.2 For PSU customers:-

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by the AMRD set up vide circular no 4(1)/2013-DPE (GM) FTS-1835 dated 22.05.2018 and OM no ##477/DOLA /AMRD/2019 dated 31.03.2020 issued by Dept. of Legal Affairs Gov. of India and any other modification that may be by the Gov. of India from time to time.

### **19. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and may be liable for rejection.

### **20. OTHER CONDITIONS:**

- a) 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.
- b) Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.
- c) 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 his tender after opening of the tender may lead to rejection of his tender.
- d) The contractor shall at his own cost providing housing accommodation to his employees.
- e) OMDC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.
- f) Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- g) The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.
- h) The successful (L1) bidder shall keep proper record of all the documents regarding character antecedents etc. of the workmen engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing workmen, the successful bidder (L1) shall take adequate care that no such person having criminal background/records is employed as workmen. In case any adverse report is found against any workmen deployed by the successful (L1) bidder, such personnel would immediately be removed.



- i) The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty. The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect. In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.
- j) The successful bidder shall issue Identity Cards duly countersigned by the Officer-In- Charge of the contract to the Workmen, who shall carry the same while on duty. In case, any workman is found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The successful bidder shall strictly abide by the Rules and Regulations enforced by the Company from time to time.
- k) The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ consultants/service providers shall strictly adhere to OMDC Fraud prevention Policy displayed on OMDC website <http://www.birdgroup.co.in> or other website and shall immediately bring to the notice of OMDC Management through Nodal Officer concerned about any fraud or suspected fraud as soon as it comes to their notice.
- l) The OMDC shall have the right to make any alteration, modification/additions in the original specification/scope of work during execution of the work and the Contractor shall be bound to implement the same in accordance with such instructions. Such alterations shall not invalidate the Contract. However, the rates and related terms for such alterations etc., if applicable shall be mutually negotiated and in case of non-settlement, decision of the OMDC on the matter will be final and binding.

**The successful (L1) bidder shall provide and bear all the expenses incurred on the following:-**

- a) Tools, tackles and implements for carrying out the above transporting jobs.
- b) Stationery for writing duty charts etc. Not providing the above will amount to not meeting the contractual obligations and therefore the management will be at liberty to take suitable action at the cost of the successful bidder.
- c) In case of any un toward incident First Aid will be provided at the Company hospital.

**21. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:**

The agency/ contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Workmen's Compensation Act'1923 as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Head of Personnel who will send

necessary notice to the concerned authorities, It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. In the event of contractors failure to pay / deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in the behalf.

- a) The agency/ contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.
- b) The successful bidder shall keep all workmen engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all workmen engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.
- c) In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor's bills and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.
- d) The agency/ contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.
- e) With regard to execution of this work, the agency/ contractor shall abide by the direction of Manager of respective Mines.
- f) The agency/ contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfilment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.
- g) In the event of agency/ contractor's failure to fulfil the contract terms for execution of work therein, OMDC reserves the right to terminate the contract by giving 30 (thirty) days' notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.

- h) In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor shall give at least 90 days' notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.
- i) The workmen engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and **no employer-employee relationship shall exist** between the workmen engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/re-employment of such workmen.

**Sd/-**

**BUSINESS HEAD**

<p><b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b>  <b>(A Govt. of India Enterprise)</b>  <b>P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha)</b>  <b>Telephone No. : 06767-275530, 275058, 276131</b>  <b>Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar</b>  <b>(Odisha)</b></p>
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## PART-I

## TECHNO-COMMERCIAL BID

TENDER NOTICE NO: OMD/Mines/23-24/11/(1)

DATE: 16.11.2023

## RATE CONTRACT FOR

Lifting, loading, transporting of undisposed stock (Iron ore Fines) of quantity 1.0 lac MT from the Stockyard of OMD Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani or any other railway siding nearby within the Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means

SL No	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX number	
6	Experience of having successfully executed/completed at least one similar work the value of which is <b>Rs.88,50,000</b> /(Rupees Eighty Eight Lakh Fifty Thousand) only during any one year of last 5 (five) years ending last day of month previous to the one in which tender issued. Copy of the Work Order/ contract including execution certificate (work completed) of the same should be enclosed.	
7	Average Annual financial turnover during the last 3 (three) years i.e. 2020-21, 2021-22 & 2022-23 should be at least <b>Rs.60,00,000/-</b> (Rupees Sixty	

	<b>Lakh)</b> only. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Return to be submitted in support of the turnover.	
<b>8</b>	The agency must be a valid transporting license holder issued by concerned Govt. authority.	
<b>9</b>	The Bidder shall have valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.	

<b>10</b>	The Bidder shall have valid Loading License for loading at Banspani Railway siding in Form-11 issued by concerned Mining Officer/ Deputy Director Mines.	
<b>11</b>	The interested Bidders having no valid Transporting Agent's Registration Certificate and loading license for loading at Banspani Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading license for loading at Banspani Railway siding in form 11 within 21days from the date of issue of Work Order, failing which the EMD submitted by the bidder shall be forfeited along with cancellation of Work Order.	
<b>12</b>	Earnest Money Deposit in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).	
<b>13</b>	Cost of tender documents of Rs.1800 (Rupees one thousand eight hundred) only inclusive of GST.	
<b>14</b>	GST Regd.(Copy to be submitted)	
<b>15</b>	PAN (copy to be submitted)	
<b>16</b>	Undertaking in the agency's letter head to the effect that the agency has not been blacklisted /	

	debarred by any PSU or OMDC at any point of time as per annexure-III.	
<b>17</b>	Undertaking in the agency's letterhead to the effect that the manpower (Skilled and unskilled) to be supplied as per annexure-IV. The agency should comply the conditions laid down in Mines Act 1952.	
<b>18</b>	Duly signed integrity pact refer to (Annexure- VI)	
<b>19</b>	Documents relating to Status of the tender in form of the following <ul style="list-style-type: none"> <li>- Registered Partnership deed in case of a Partnership firm,</li> <li>- Memorandum of Association and Article of Association in case of a Limited company,</li> <li>- Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed</li> </ul>	

**SIGNATURE OF THE TENDERER WITH SEAL**

**Annexure-II**

<p style="text-align: center;"><b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b> (A Govt. of India Enterprise) <b>P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Odisha)</b> <b>Telephone No. : 06767-275530, 275058, 276131</b> <b>Head Office: Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar</b> (Odisha)</p>
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**PART-II****PRICE BID****TENDER NOTICE NO: OMD/Mines/23-24/11/(1)      DATE 16.11.2023**

<b>Sl. No</b>	<b>Description of work</b>	<b>QUANTITY IN MT (Approx) (A)</b>	<b>RATE PER MT (In Rs.) (B)</b>	<b>TOTAL C=A*B (In Rs.)</b>
01.	<p>1. Lifting &amp; loading of iron ore fines at mines into the dumpers/trucks.</p> <p>2. Adjustment of weight of Iron Ore fines loaded into the dumpers/trucks near weighbridge.</p> <p>3. Transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron &amp; Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha.</p> <p>4. Reloading the transported materials to Rail Wagon by mechanical means.</p>	50,000		
TOTAL( IN WORD)				

Note:

- i. L-1 bidder will be evaluated on the basis of lowest quoted Total Value in the price Bid.
- ii. GST will be paid extra as applicable.
- iii. In case there is any discrepancy between figure and word then the amount quoted in word will be considered for evaluation.
- iv. The approximate quantity to be handled via Rail transportation is 50,000 MT which is indicative only and may vary based on joint verification by Govt. of Odisha, availability of rakes/siding and any other factor beyond the control of OMDC.

**Signature with seal  
of the Tenderer**



**UNDERTAKING**

**To**  
**The Business head;**  
**The Orissa Minerals Development Company Limited,**  
**Thakurani,**  
**Keonjhar (Odisha)**

**TENDER NOTICE NO: OMD/Mines/23-24/11/ (1)**

**DATE: 16.11.2023**

Sub: Rate Contract for lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist-Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.

Dear Sir,

In response to the tender invited by you, I/We have examined the Special conditions, 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 all conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

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

Yours faithfully,

**Signature of the Tenderer with Seal**

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid

**UNDERTAKING**

**To  
The Business head;  
The Orissa Minerals Development Company Limited,  
Thakurani,  
Keonjhar (Odisha)**

**TENDER NOTICE NO:OMD/Mines/23-24/11/(1)**

**DATE: 16.11.2023**

Sub: Rate Contract for lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist-Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.

**Dear Sir,**

In response to the tender invited by you, I/We agree to supply manpower as required and hereby bind myself/ourselves to execute the work as per Scope of Work in the Tender Notice.

I/We also agree comply the conditions laid down in Mines Act 1952.

Yours faithfully,

**Signature of the Tenderer with Seal**

**ANNEXURE-V**

**PROFORMA FOR BANK GUARANTEE TOWARDS EMD**

**(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

**(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).**

**Ref. Bank Guarantee No.**

**Date: \_\_\_\_ . \_\_\_\_ . 2023**

**To,  
The Business Head,  
The Orissa Minerals Development Company Limited,  
P.O.:-Thakurani, Via- Barbil, Dist.-Keonjhar (Odisha),**

**Dear Sirs,**

In accordance with your invitation to tender under No. \_\_\_\_\_ M/s. \_\_\_\_\_ having its registered / Head Office at \_\_\_\_\_ (hereinafter called the tenderer) wish to participate in the said tender for \_\_\_\_\_ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of \_\_\_\_\_ valid up to \_\_\_\_\_ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the \_\_\_\_\_ bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (local address) guarantee and undertake to pay immediately on demand by OMDC Ltd, the amount of \_\_\_\_\_ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

We, \_\_\_\_\_ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Barbil/Keonjhar/ Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this \_\_\_\_\_ 20 \_\_\_\_\_.

**WITENESS:**

**SIGNATURE:**

**SIGNATURE:**

**NAME:**

**OFFICIAL ADDRESS  
WITH BAN**

**DESIGNATION**

**INTEGRITY PACT**

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

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

**Preamble**

Lifting, loading, adjustment of weight near weighbridge and transporting of undisposed stock (Iron ore Fines) from the Stockyard of OMDC Mines (Bhadrasahi Iron & Manganese Mines) to the Railway Siding Banspani, Dist- Keonjhar, Odisha and reloading the transported materials to Rail Wagon by mechanical means.

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):**

- (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.
  - (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 party with the Nodal Officer only appointed by MD/OMDC. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the MD, OMDC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub Contractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub Contractor(s) with confidentiality.
- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.

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

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

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

**Section 10 – Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. 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.
  - (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)**

\_\_\_\_\_

**PERFORMANCE BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK**

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

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

1. Name and Address of the Bank :
2. Bank Guarantee No. :

**SUBJECT: PERFORMANCE BANK GUARANTEE**

In consideration of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED having its office at Barbil, District-Keonjhar, Odisha-758035 ( A Government Company incorporated under the Companies Act, 1956) having its Head Office at Ground Floor- 271, Bidyut Marg, Unit – IV, Shastri Nagar, Bhubaneswar – 1 (Odisha) (hereinafter called the Company) having agreed to accept the Performance Bank Guarantee of Rs. .... (Rupees.....) from M/s ..... (hereinafter called the Contractor) under the Terms and Conditions of The Work Order No: ..... for (Name of the work) ..... as per your Work Order dated ..... (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of performance under the custody of the Contractor in terms of the said tender as also for the due fulfilment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs..... (Rupees..... (Only) We, .....(Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

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

ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.

3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of ..... (Rupees..... (Only) as referred to above and this Guarantee shall not become invalid or in fructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein contained will enlarge our liability beyond the limit of ..... (Rupees..... (Only) as aforesaid or extended the period of the Guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.
6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or

guarantees thereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.

11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.

12. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or un-realized.

13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

(A) Our liability under this bank guarantee shall not exceed Rs------(Rupees-----only)

(B) \* The Bank guarantee shall be valid up to -----)

(C) We are liable to pay the Guaranteed Amount or any part thereof under this bank Guarantee only and only if you serve upon us a written

Claim or demand on or before ----- (\* date of expiry of Guarantee)

Dated the -----day of -----20\_\_.

SIGNATURE WITH SEAL

\*validity of BG to cover contract period +6 months (claim period)

14. We ..... (Name of the Bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Barbil (Name and address of the bank) and they shall honor such demand in any case not later than next working day.

15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority (Name & address).

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