

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit- IV, Shastri Nagar, Bhubaneswar, Odisha- 751 001,  
Email.id-bh.omdc@birdgroup.co.in

**TENDER DOCUMENT  
FOR**

**“Maintenance of Security Services at Thakurani Colony & Office Premises of OMDC, Barbil.”**

**Name & Address of the Bidder :**

\_\_\_\_\_  
\_\_\_\_\_

**Money Receipt No.....**

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

**Cost of Tender Document Inclusive of GST (Non-Refundable)**

For receiving the contract document by hand or for downloading it from our website :- Rs. 1416/- (Rupees One Thousand Four Hundred Sixteen only ) in the form of cash or DD.	For receiving the contract document by Post :- Rs. 1652/- (Rupees One Thousand Six Hundred Fifty Two only), in the form of DD only.
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**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE  
TENDERER**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar, Odisha-751 001, Email: bh.omdc@birdgroup.co.in

**TENDER NOTICE**

**Tender Notice No.: OMD/Mines/Pers/Sec/2023-24/907**

**Dated 16/12/ 2023**

Sealed tenders in prescribed format are invited in two parts i.e. Technical Bid & Price Bid from the experienced agencies for “Maintenance of Security Services at Thakurani Colony & Office Premises of OMDC, Barbil.”Dist- Keonjhar (odisha), 758035.

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
No. <u>OMD/Mines/Pers/Sec/2023-24/907</u> Dated 16/12/2023	“Maintenance of Security Services at <b>Thakurani Colony &amp; Office Premises</b> of OMDC, Barbil.” <u>No. of Workmen</u>  1. Highly Skilled -04 heads (Armed Guard & Supervisor)  2. Skilled - - 24 head (Security Guard) <hr/> Total = 28 heads  EMD : Rs. 1,95,000/- Contract Period -1 year and may be extended up to another one year as per sole discretion of OMDC.	Dated 05/01/ 2024  3:00 P.M.

**Availability of Tender Documents:-**

- i. The Tender documents can be obtained from the following office:-  
**O/o The Manager (Finance),  
The O.M.D.C. Limited,  
P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha).**
- ii. The tender document can also be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) or CPP portal.

**Cost of Tender Document and mode of payment:-**

- i. **For receiving the tender document by hand or for downloading it from our website :-**  
Rs. 1416/- (Rupees One Thousand Four Hundred Sixteen only), in the form of cash or DD.
- ii. **For receiving the tender document by Post :-**

Rs. 1652/- (Rupees One Thousand Six Hundred Fifty Two only), in the form of DD only.

The cost of tender document in the form of demand draft should be submitted at the time of submission of the Technical Bid.

**Making of DD/ Pay Order/ Banker's Cheque:-**

The Demand Draft(s) should be drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil, except Co-Operative and Gramin Bank(s).

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**

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

Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar, Odisha-751 001, Email: bh.omdc@birdgroup.co.in

**CHAPTER-I**

**NOTICE INVITING TENDER**

**Tender Notice No.: OMD/Mines/Pers/Sec/2023-24/907**

**Dated 16/12/ 2023**

Sealed tenders in prescribed format are invited in two parts i.e. Technical Bid & Price Bid from the experienced agencies for “Maintenance of Security Services at Thakurani, Colony & Office Premises of OMDC, Barbil.

**1. Information to Bidders :-**

Interested bidders may obtain further information from the office of the -

**DY. MANAGER (Pers.)/I/C**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA.**

**Amendments to Tender**:- 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 & submit their bids accordingly. A copy of such amendments shall be enclosed with the Bid.

**Availability of Tender Document**:-

i. **Obtaining physical copy from OMDC Office** :-

The Tender documents can be obtained from the following office:-

**O/o The Manager (Finance),**

**The O.M.D.C. Limited,**

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

Tender Document will be available for sale on all working days from 10:00 Hrs to 5:00 Hrs during 18/12/2023 to 05/01/2024 up to 3.00 PM.

ii. **Downloading Tender Document from Internet** :-

The tender document can also be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) or CPP portal.

**Cost of Tender Document and mode of payment**:-

a. **For receiving the tender document by hand**:-

Rs. 1416/- (Rupees One Thousand Four Hundred Sixteen only), including GST, in the form of cash/ DD /Pay Order/ Banker’s Cheque.

b. **For receiving the downloaded tender document from our website** :-

Rs. 1416/- (Rupees One Thousand Four Hundred Sixteen only), including GST, in the form of DD/ Pay Order/ Banker’s Cheque only. In this case, cash will not be received.

c. **For receiving the tender document by Post :-**

Rs. 1652/- (Rupees One Thousand Six Hundred Fifty Two only), in the form of DD / Pay Order/ Banker's Cheque. In this case, cash will not be received.

**Note:-** The cost of tender document in the form of demand draft should be submitted at the time of submission of the technical bid.

**Making of Demand Draft(s)/ Pay Order/ Banker's Cheque:-**

The Demand Draft(s)/ Pay Order/ Banker's Cheque should be drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil, except Co-Operative and Gramin Bank(s).

**Obtaining the Tender document from OMDC Office:-**

For obtaining the tender document, the bidders has to submit a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & Name of Contact Person along with cost of Tender Document by way of Cash payment or against Demand Draft.

**Submission of Bid Document by tenderer:-**

It will be presumed that the Bidder has gone through the entire Tender Document, which shall be binding on the Bidder. Bidder has to submit the cost of tender document, as mentioned at "**Cost of Tender Document and mode of payment**" clause above, along with its Bid ( Part-I), i.e., Techno Commercial bids per the details given in Bidding Documents.

**2. PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 27/12/2023 at 11.00 Hrs in the office of the Dy. Manager (Pers.),/c. OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarifying doubts/ seeking explanations with regard to provision of the tender.

**Amendments to Tender:-**

The tender document may be amended suitably (if any) as per sole discretion of the OMDC. Amendments so made will be published on OMDC website [www.birdgroup.co.in](http://www.birdgroup.co.in) or CPP portal, within 10 days before the opening of the bid.

**3. SALIENT FEATURES OF THE BID:**

<b>Sl.</b>	<b>Particulars</b>	<b>Details of Tender</b>
<b>1.</b>	<b>Bid Enquiry No</b>	OMD/Mines/Pers/Sec/2023-24/907 Dated 16/12 2023
<b>2.</b>	<b>Name of the Work</b>	“Maintenance of Security Services at Thakurani, Colony & Office Premises of OMDC, Barbil.”
<b>3.</b>	<b>Cost of Bid Document</b>	<p>i. Rs. 1416/- (Rupees One Thousand Four Hundred Sixteen only) in the form of cash or DD: - for receiving the tender document by hand or for downloading it from our website.</p> <p>ii. Post Rs. 1652/- (Rupees One Thousand Six Hundred Fifty Two only), in the form of DD only: - for receiving the tender document by Post.</p>
<b>4.</b>	<b>Earnest Money Deposit</b>	Rs.1,95,000/- (One Lack ninety five thousand only ) The amount of Earnest Money shall be deposited by way of bankers Cheque/demand Draft/ Pay Order/Bank Guarantee with validity of 12 months from the date of opening of the Part-I, from any scheduled Commercial Bank except Co-operative and Gramin Bank(s) pay able to “The Orissa Minerals Development Company Limited “ at Barbil Central Public Sector Enterprises(CPSEs)under Government of India are exempted from submission of EMD/Bid Security.
<b>5.</b>	<b>Availability of Tender Documents</b>	Office of the Manager (Finance), OMDC, Thakurani or from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> or CPP portal.
<b>6</b>	<b>Place &amp; Time Of Pre Bid Consultation.</b>	On 27/12/2023 at 11:00 A.M. in the office of :- <b>Dy. Manager (Pers.), OMDC Ltd.,</b> <b>At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha,</b> <b>758035.</b>
<b>7</b>	<b>Date of Issue of Bid Documents</b>	From 18/12 /2023 to 05/01/2024 at 3.00 P.M.
<b>8</b>	<b>Last date of Submission of Bid Documents</b>	Up to 05/01/2024, Time: 3.00 pm
<b>9</b>	<b>Date of Opening of Technical Bid</b>	On .05/01//2023, Time: 3.30 pm
<b>10</b>	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
<b>11</b>	<b>Period of Contract</b>	1 year and may be extended up to another one year as per sole discretion of OMDC.
<b>12</b>	<b>Validity Period of Bid</b>	90 (Ninety) calendar days

**Sd/-**  
**Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar, Odisha-751 001

, Email: bh.omdc@birdgroup.co.in

**CHAPTER-II**

**Tender Notice No.: OMD/Mines/Pers/Sec/2023-24/907**

**Dated 16/12/ 2023**

**1. SCOPE OF WORK:**

1.1 Maintenance of security services at Thakurani Colony & Office Premises of OMDC will be tentatively as per the following:-

Sl	Security Posts/Locations	Shift			Total
		'A'	'B'	'C'	
Thakurani Colony & Office Premises:					
01	Magazine	01	01	02	04
02	Workshop	01	02	02	05
03	General Office	01	01	01	03
04	Colony Out Gate	02	02	02	06
05	D.B., Barbil	01	01	01	03
06	Pump House	-	-	01	01
07	Supervisor (For Patrolling Duty)	-	-	-	02
08	Reliever	-	-	-	04
<b>Sub-Total</b>					<b>28</b>

The above deployment are indicative which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made as per contract award rate of different categories of security personnel. In this regard, decision of Business Head will be final and binding.

The above locations are tentative in nature and may be altered from time to time as per requirement & would be decided by the Management.

The required number of security staff to be presently engaged will be 28 (Twenty eight) including supervisors, reliever (preferably trained security personnel / ex-servicemen) and licensed gunmen. Decision of the BH, OMDC regarding deployment of the same shall be final and binding.

**Brief description of works:** The contractor shall provide Security service by providing security personnel at Thakurani Colony & Office Premises area according to the requirement to be intimated to the contractor in writing or otherwise by authorized officer(s) of the OMDC from time to time.

The contractor shall ensure safety of properties of the OMDC by deploying security personnel round the clock in 3 (three) shifts per day. The tenderer must get themselves fully acquainted with the location of office/Lease area of OMDC before submission of tender.

1.2 The Duties and Responsibilities of the security personnel to be engaged by the agency will be as below.

- a) Prevention of theft of Company's property in the security deployment post/area.
- b) Manning of Gates, posts and patrolling beats.
- c) Checking of in-coming & out-going Materials and Vehicles at different Security Gates.
- d) Protection of property of OMDC from sabotage and damage.
- e) Checking Gate passes and tokens.
- f) Prevent unauthorised entries, photography, videography, etc, in Thakurani Colony & Office Premises.
- g) Collection of intelligence regarding law & order.
- h) Assisting Management & Police in maintaining law and order in Thakurani Colony & Office Premises.
- i) Assisting Management to deal with natural calamities and other emergent situation.
- j) Reporting of irregularities occurring against the interest of the Company to the Management.
- k) Monitoring the lighting arrangement of mines and township and reporting thereof for rectifications of the defects noticed.
- l) Patrolling and protecting all boundary walls/fencing, open areas of plants, railway sidings, yards, stores, electrical & water supply installations and such other facilities as mentioned by the Officer-In-charge from time to time.
- m) Any other duties as may be assigned by the Management from time to time.

1.3 The Agency shall provide necessary Uniforms, Arms, Ammunitions and Other equipment needed for such deployment of security personnel. The uniforms shall consist of full pants, half sleeve shirt, cap lanyard with whistle, belt, shoes, badges, name plates, torch lights, torch cells, search lights, lathi, rain coat, etc.

1.4 The agency shall provide uninterrupted security service round the clock at all specified security check posts.

1.5 The detailed work to be carried out by the Agency shall be intimated by the Management from time to time.

1.6 The Agency should ensure that the Security Personnel do not divulge any secret of the Company or indulge in any activity which is prejudicial in the interest of OMDC. They shall not become



members of any recognized/ un-recognized Unions/ Political parties etc, and not to take part in any activities like strikes etc.

1.7 The agency shall engaged his own representative to look after the day to day work and he shall be report to authorized officer of OMDC and submit daily report every day.

**2. CONTRACT PERIOD :**

The contract shall be for a period of **1 (one) year** and may be extended up to another one year as per sole discretion of OMDC from the date of issuance of LOA/LOI/ Work Order/ Agreement, whichever is earlier. However, OMDC reserves the right to curtail the contract suitably on its discretion.

**3. DATE OF COMMENCEMENT OF JOB :**

From the date of issuance of the LOA/LOI/ Work Order/ Agreement whichever is earlier.

**4. EARNEST MONEY DEPOSIT :**

4.1. The bidder requires to deposit an amount of Rs.1,95,000/- only as Earnest Money Deposit (EMD) in any of the forms mentioned here below.

4.2. Pay Order, Demand Drafts drawn in favour of The Orissa Minerals Development Company Limited, payable at Barbil or Bank Guarantee (BG) from any of the Nationalised Banks or scheduled Banks in India. In case the Bank Guarantee is issued outside Barbil, the same shall be routed through their branch at Barbil and enforceable at Barbil. In case of foreign bidder, if the Earnest Money is deposited in the form of Bank Guarantee (BG), the same shall be established through any one of the Nationalised Banks preferable State Bank of India, or Bank of Baroda and enforceable and payable at Barbil. The pro-form for the Bank Guarantee (BG) is attached at Annexure-III.

The Bank Guarantee(BG) shall be valid up to 01 year from the date of the opening of the Para-I i.e. Technical Bid.

4.3. (i) The Earnest Money will be refund to the unsuccessful Bidders within 01 month after finalisation of the tender.

(ii) The Earnest Money deposited by the successful Bidder will be converted to Security Deposit.

(iii) EMD of the successful bidder shall be forfeited if the successful does not enter into the agreement and/or commence the work. Otherwise, such EMD will be refund after 30 days of satisfactory completion of the contract.

4.4. No interest on the Earnest Money Deposit shall be paid.

4.5 The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provide they submit a letter requesting for exemption from submission of EMD along with the offer.

**4.6 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) :

- a. District Industries Centre.
- b. Khadi and Village Industries Commission.
- c. Khadi and Village Industries Board.
- d. Coir Board.
- e. National Small industries Corporation(NSIC)
- f. Directorate of Handicrafts Handloom.
- g. Udyog Aadhar Acknowledgment /Udyog Aadhar Memorandum issued by Ministry of MSME.
- h. Any other body specified by MSME.

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

**EMD of successful bidder will be converted as security deposit and @ 3 % of value of the Gross monthly bill will be deducted from Successful bidder towards making of statutory payment to the security personnel after completion of one year contract period.**

The **rest** security deposit shall be refunded to the agency within 30 days from the date of completion of contract on production of certificate from the concerned Executive and Head of Personnel Department that the agency has satisfactorily performed his obligation, whatsoever under this contract.

**6. ELIGIBILITY CRITERIA:**

In order to qualify in the Techno-Commercial bid, i.e., Part-I, the bidder must submit the documentary evidences in support of the following:-

- i. Techno-Commercial Bid document.
- ii. **Experience:** - Experience of having successfully executed/completed at least one similar work the value of which is Rs. 49,87,000/- (Rupees Forty nine Lakh eighty seven thousand) only during 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.
- iii. **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. 29,92,000/- (Rupees Twenty Nine Lakh Ninety two thousand) only. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Return to be submitted in support of the turnover.
- iv. Earnest Money Deposit (EMD) of Rs. 1,95,000/- in shape of Demand Draft/pay Order/Bankers Cheque/Bank Guarantee drawn on any Nationalised Bank favouring "The Orissa Minerals Development Company Limited", payable at Barbil, Dist- Keonjhar (Odisha).
- v. Copy of valid PF Registration Certificate.
- vi. Valid License from the appropriate authority under the Private Security Agencies (Regulation) Act-2005 covering Keonjhar District of Odisha.
- vii. Copy of valid labour license for which successful execution/completion certificate is submitted as mention in sl. No. **ii** above.
- viii. Memorandum & Articles of association in case of a Limited Company, Notarised Registered Partnership Deed in case of partnership firm & Notarised affidavit in case of a Proprietorship firm.
- ix. Copy of PAN card.

- x. Copy of GST registration certificate.
- xi. Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure-I.
- 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- II.

**Note: -**

- i. If any bidder is having a Partner/Director who had been a Partner/Director in a person/firm/company/society, whose contract was earlier blacklisted, debarred and terminated by OMDC on account of contract, during last two years ending last day of the month previous to the one in which tender issued, such bidder shall not be eligible to participate in the Tender.
- ii. Any person/company/society etc., who was awarded such contract in past at OMDC for the work of Security contract as mentioned in this Tender Notice and was blacklisted on account of unsatisfactory performance or breach of contract or denied / refused to accept the LOA/LOI/Work order already issued and not start / take up the work during last two years ending last day of the month previous to the one in which tender issued, such bidder shall not be eligible to participate **in the Tender**. Any Tender for such agency is liable for rejection.
- iii. 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.
- iv. All documents along with the tender shall be self-attested on each and every page by the authorised signatory of the bidder with official seal.

**7. EVALUATION OF THE BIDS:**

- i. Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter – I.
- ii. 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.
- iii. The bidder shall not alter any of the Price Bid data mentioned at Annexure-IV, under Sl. No. 1 to 4. Sl. No. 1 to 4 includes the minimum wage rate as notified by Central Labour Authorities, Provident Fund, Bonus, Leave Wages, Holiday wages etc. The Bidder is required to quote only the rate as mentioned at Sl. No. 5 and grand total as F of Annexure-IV.
- iv. The estimate is prepared on the basis of the current applicable rate of Minimum wages as per Chief Labour Commission, Govt. of India Notification No. 1/8(2)/2023-LS-II dated 29/09/2023 w. e. f. 01/10/2023 are as under:-

v.

Sl. No	Type of Workmen	Daily wage rate
1	Highly skilled	Rs. 875 /-
2	Skilled	Rs. 751 /-

- vi. Price bid of the Bidders, whose techno-commercial bids are technically qualified, will only be opened. The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total value in the Price Bid.

Tenders containing overwriting, correction or erasing, shall be counter signed by on the page(s) of "Price Bid" and amount / quantity not shown in figures and words will liable for rejection. Submission of the price-bid in a format other than the requisite format shall be liable for rejection. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

- vii. The impact of Fringe Benefits to be borne by contractor as applicable and payable by the contractor to his workmen may be considered by the Tenderers while submitting their offers. The applicable fringe benefits as per statute depending upon the number of working days a worker has worked in a calendar year are as below: -

viii.

Fringe Benefit as per statute		
SI No	Description	Wage rate
1	PF	13 % of wage
2	Leave Wages	4.81 % of wage
3	Holiday Wages	3.2 % of wage
4	Bonus	8.33 % of wage
5	Retrenchment wage	15 days wage per year per employee or 4.81% of wages.

**ix, Retrenchment wage (15 days wage per year per employees):-**

Retrenchment Compensation shall have to be paid to the workmen as per prevailing provision of law by the contractor. Reimbursement shall be made on submission of Proof of payment.

**x. Change of Category of Workmen:**

-In case of change of category of the respective workmen as notified by the appropriate Govt. Authority during the contract period, the contractor shall be liable to pay the same to his workmen and OMDC shall reimburse it to the contractor.

Contractor Profit Margin, House rent and Dress outfit less than 10% of 'D' then the contractor/agency shall submit a **Bank Guarantee** towards the differential amount for the whole contract period.

**xii. Change of Fringe Benefit :-**

For any increase or decrease in the applicable Fringe Benefits as mentioned above and any new statutory benefit to be payable as notified by the appropriate Govt. Authority, the contractor shall be liable to pay the same to his work men and company shall reimburse it to the contractor or recover from him.

**8. AWARD OF CONTRACT:**

- i. The Company reserves the right to accept or reject the tender without assigning any reason thereof.
- ii. Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reasons thereof. For such cancellation the tenderer shall not be entitled to claim any cost, damages, charges, expenses incidental there-to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

iii. OMDC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

iv. The agency needs to work at Thakurani Colony & office premises of OMDC, Barbil.

#### **9. SUBMISSION OF BILLS:**

The agency will submit monthly bills completed in all aspects to the Business Head along with following documents:

- i. Attendance record of the workmen deployed by the agency for the relevant month.
- ii. The wages sheet of workmen deployed by the agency for the relevant month.
- iii. Bank statement for crediting the net wages amount to the individual bank accounts of the workmen – duly certified by the concerned Bank.
- iv. PF Deposit Challan, ECR & Payment confirmation copy of the relevant month.
- v. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance).
- vi. Any other statutory deductions if so will be submitted for the relevant month with the invoice.

The monthly bills in triplicate shall be submitted in the office of Business Head, OMDC, Thakurani towards the engagement of man-days of security personnel, after obtaining clearance/certification from the executive designated as Security In-charge/Manager (Pers.). The work done as per contract shall be verified and certified by Security In-charge/Manager (Pers.). The bill has to be accompanied with work order/agreement number, PF deduction statement of current month, PF deposit challan of previous month, attendance sheet with particulars of wages. These are to be duly certified by the security In-charge/Manager (Pers.). Business Head shall approve the bill and send to Finance deptt. for consideration of payment. Deductions as per terms of work order or statutory requirements shall be made.

#### **10. PAYMENT TERMS WITH THE AGENCY:**

1. The agency shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. Payment on monthly basis will be made through RTGS/ NEFT.
2. The monthly payment to the agency will be on the basis of monthly attendance record of the deployed workmen, as per the rates quoted by the agency in the price bid.

#### **3. Payment Schedule to the agency :-**

- i. The schedule for release of payment to the agency is **within 30 days from the date of submission of bills**, subject to necessary certification and approval of the monthly bill. Any variation in rates, imposition of new taxes, levies, duties, etc. after awarding the work order but within the currency of original schedule of completion period shall be on the account of OMDC.
- ii. Due to any reason if it is not possible to adhere to this time schedule of monthly payment, no interest will be paid.

#### **4. Disbursement of wages by the agency to the workmen:-**

- i. Irrespective of the release of payment by OMDC, the agency shall have to disburse the wages/ payment to his workmen **within 7<sup>th</sup> day of the succeeding month**.
- ii. The agency will be required to make payment of wages etc. to its workers through bank.
- iii. The agency shall submit bank statements in support to such payment immediately on remittance of the funds.

iv.

#### **5. Deduction from monthly Running Account Bills:-**

- i. **Deduction from monthly Running Account Bills @16% on Gross monthly bill** will be made towards liability on Leave Wages, Holiday Wages, Bonus, Retrenchment compensation and other risk components like damage/loss to OMDC property, other suspected sabotage etc. The deducted amount equal to Fringe/Terminal benefits payable by the agency to its workers shall be released after completion of the work upon clearance from concerned department. The withheld amount shall be released to the agency **within 30 days** from the date of completion/termination of contract on production of certificate from the head of personnel department that the agency has paid all the statutory/terminal benefits to its workers and satisfactorily performs his obligation, whatsoever under this contract.

**Note:-** The contractor shall have to pay the Fringe/terminal benefits like Notice pay (if notice is not served by the contractor to the workmen as per statutory requirements), Retrenchment compensation, Annual leave with wages and bonus to the contract labour as per statutory provisions applicable to them at the end of the work or extension of contract, if any and as the case may be, through Bank and submit proof thereof for the release of pre-Final/Final Bill by OMDC to the contractor, failing which it will be deemed that the contractor had not paid the dues to the contract labour engaged by the contractor by defraying the same from the amount recovered by and available with it towards the Fringe/terminal benefits/security deposits from the bills of the contractor and any other sums of the contractor available with the OMDC, further the contractor will be debarred for a period of two years from participating in any of the OMDC's future tenders from the date of the order.

- ii. Due to any reason if it is not possible to adhere to this time schedule of monthly payment, no additional payment by way of interest will be paid.

#### **6. Record keeping and submission by the agency :-**

- i. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the agency and have to be produced by the agency as per the direction of the Business Head, at any point of time.
- ii. Documentary proof of submission of PF contribution by the agency with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the closure of the relevant wage period. The PF statement for each financial year should be submitted by the agency.

#### **7. Implication of Tax on payments to the agency:-**

- i. 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.
- ii. GST shall be reimbursed extra as applicable against submission of documentary evidence towards payment of GST, return filing copy and subject to confirmation on GST portal.

#### **8. PENALTY**

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

- (a) Cancellation of LOA/LOI/Work Order/Agreement in part or full.
- (b) Forfeiture of Earnest Money/Security Deposit/PBG wholly or partly without notice to the contractor.
- (c) Recovery of extra cost incurred by the Company for getting the work done through other sources which may be without notice.
- (d) Blacklisting of the contractor.
- (e) Recovery of liquidity damages.
- (f) Recovery from any of the other present/future pending bills of the contractor.

(g) Debarred from participating in the future OMDC contact for two years.

**Sd/-  
Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit –IV, Bhubaneswar, Odisha-751 001, Email.id-bh.omdc@birdgroup.co.in

**CHAPTER – III**

**GENERAL CONDITIONS**

**1. DEFINITIONS:**

- a) **Tenderer/Bidder:** Tenderer /Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be 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 Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar- 751001.
- i) **Employer:** Employer means “The Orissa Minerals Development Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means GST (Central and State), and any other tax, levy, fees, Cess as imposed by the Government from time to time.
- l) **S.D.:** S.D. means Security Deposit
- m) **EMD:** EMD means Earnest Money Deposit.

**2. TENDER SUBMISSION:**

- a. The bidder shall submit the Tender in 2 (two) parts consisting of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number along with the bidder’s name and address.
- b. The instruments of Cost of Tender documents & EMD are to be put in a separate envelope duly sealed and super -scribes with the word “Cost of Tender Document & EMD” along with the bidder’s name and address.
- c. All the 3 (three) envelopes containing Part - I, Part – II, Cost of Tender & EMD shall be put in a 3<sup>rd</sup> ( third ) envelope duly sealed, super scribes 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.



- d. Tender not submitted with Cost of tender documents, Part - I and Part - II bids in separate covers properly sealed as super scribed shall be considered as invalid and will be summarily rejected.
- e. Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the Manager (Finance), OMDC, Thakurani, Barbil. However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.
- f. Tenders not received in prescribed format will be liable to be summarily rejected.
- g. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.
- h. Tenders will be received up to 3.00 P.M. on 05/01/2024 and will be opened on the same day at 3.30 P.M. in the presence of bidders or their authorized representatives.
- i. The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/E-mail.
- j. Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT.
- k. OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.
- l. The tender document shall have to be signed by the bidder in each and every page and the terms & conditions must not be altered; failing which, the tender will be rejected.

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

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

- i. The names of all partners and their addresses.
- ii. The financial status of the firm and its partners.
- iii. Previous experience of the firm and its partners.
- iv. Self-attested copy of Partnership Deed.
- v. Self-attested copy of latest annual audited profit & loss statement.
- vi. Self-attested copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority.
- vii. Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**b) In case of Companies:**

- i. 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.
- ii. Nature of business carried out by the Company including Sl. No. of the relevant provisions of its Memorandum relating thereto.
- iii. Names and particulars, including addresses of all the Directors.
- iv. Previous experiences of Company and Directors in similar project as well as work.
- v. Relevant credentials with Reference list.
- vi. A Self-attested copy of latest annual report.
- vii. Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**c) In case of Consortium:**

- i. A copy of the agreement, duly notarized, entered into by the Consortium members.

**All members shall furnish the following:-**

- i. Nature of business carried out by the members individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.
- ii. Names, address, Phone No., Mobile Nos., Email Addresses, Fax No. and other relevant contact particulars.
- iii. Previous experiences of the Companies and the Directors in similar project as well as work.
- iv. Relevant credentials with Reference list of the Consortium as well as its individual members.
- v. With respect to the Company which is a member of the Consortium, a self-attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self-attested copy of Permanent Account Number (PAN) and similar documents under the provisions of the relevant.
- vi. With respect to a partnership firm which is a member of the Consortium, a self-attested copy of "Certificate of Registration" as a firm, issued under Indian Partnership Act, 1932, a copy of certified Balance Sheet and a self-attested copy of Permanent Account Number (PAN) and similar document under the provisions of relevant.
- vii. A Self-attested copy of latest annual reports.

**3. OPENING OF TENDER:**

- i. Part – I, i.e., Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representatives at time and date as given in Chapter – I.
- ii. 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 in due course through Letter/E-mail/Telephone.
- iii. OMDC 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 90 days from the date of opening of Part-I, i.e., Techno-commercial Bid. In case of Tenderer revoking or withdrawing/ canceling 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 Security Deposit/ Performance Guarantee and Fringe Benefit. And the tenderer will be black listed for 3 years from participation of any tenders issued by OMDC.

**5. WORKING HOURS:**

Working hours at Thakurani Colony & Office Premises will be in three continuous shifts round the clock or as per the notifications/ instructions issued by Business Head/ Company from time to time and the agency shall have to follow the shift timing of OMDC for smooth functioning of the day to day work.

**6. SIGNING OF AGREEMENT:**

6.1 The stipulated time for starting of the work is from the date of issuance of LOA/Work Order/Agreement whichever is earlier. In case the successful tenderer declines to sign the agreement or to take up the work within the stipulated time, he will not have any such claim on the contract and the OMDC will blacklist the agency for further participation in any other tender issued by OMDC for the next 2 years.

6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately (Agreement has to be signed within 15 days after the Letter of Acceptance (LOA) is issued):

A. Copy of detailed LOA 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. Self-attested Photostat copy of Labour License from the Dy. Commissioner of Labour, Govt. of Odisha, India for carrying out civil, structural and erection work as well as all other site works.

D. Permanent Account Number allotted by Income Tax Department.

E. 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.

F. Self-attested Photostat copy of the Registration under GST, PF Regn. Certificate, etc. as applicable.

**7. INTEGRITY PACT:**

1. IEM (Independent External Monitor) & Nodal Officer for Integrity Pact)

(i) Tenderer are required to unconditionally accept the "Integrity Pact" enclosed to the tender documents and shall upload the same duly signed along with their offer of the Tenderers received without integrity Pact duly signed, not be signed.

(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 Gamango, General Manager (Business Development) Plot No. 271, Ground Floor, Vidyut Marg, Unit-IV-, Shastri Nagar, Bhuaneswar- 751 001. Mobile No. 94910 32209, Email [ld-gamango@vizagsteel.com](mailto:ld-gamango@vizagsteel.com)

The successful bidder has to sign and submit the “integrity Pact” as provided in Annexure-V here along with the Techno-commercial bid. Non-signing of the integrity pact will lead to the cancellation of the contract at the cost of the contractor and the Company will forfeit the EMD. Bidders are required to fill the Integrity Pact format and submit along with the bid documents.

**8. 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/ reasons noticed during the tenure of contract. OMDC shall in such event, give minimum 30 (Thirty) days’ notice and/or maximum 90 days notice in writing to the agency as per Act.

**9. RISK PURCHASE:**

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

**10. PRICE ESCALATION/ DE-ESCALATION:**

For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen, the contractor will have to comply and pay the same to the workmen and also pay the applicable statutory benefits on it only and OMDC will reimburse the same on produce of authentic documents.

**11. STATUTORY COMPLIANCE:**

The contractor shall be fully responsible to comply with all statutory obligations as employer towards the Mines Act,1952, Rules-Regulations-Circulars-Byelaws etc. made there under, deduction and deposit and maintenance of records in respect of all contributions under Provident Fund, Family Pension Scheme (FPF) etc. under the Employees Provident Fund and Misc. Provision Act 1952, Employees State Insurance Act 1948, Employees Deposit Linked Insurance Scheme, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Private Security Agency (Regulation) Act,2005 & The Private Security Agencies Central Model Rules,2006 etc., and all such other obligations/ liabilities as per applicable statutory provisions/ law and Government notifications in respect of labour engaged by them for the job undertaken under 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 reserves the right to arrange for the same and the entire amount shall be recovered from any amount payable to the contractor under the contract, including security deposit or a debt payable by the contractor.

The agency shall obtain its own PF code.

The employee and employer contribution, as mentioned earlier along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner.

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 regard, 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.

**12. 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 the Contract/ Agreement or delays the performance under the Contract/ Agreement owing to or resulting from cause or causes beyond the control of either party such as:- acts of God, strikes, go-slow, plant breakdown, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, OMDC and/or the Contractor shall be relieved of the responsibility for performance of the Contract/ 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 *para* (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 the Contract/ Agreement.
- (c) Either party shall be relieved of the responsibility of performance of the 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.

**13. DAMAGE TO OMDC PROPERTIES:**

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 carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages/loss from any sum due to the agency.

**14. ASSIGNMENT:**

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

**15. LAWS GOVERNING THE AGREEMENT:**

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

15.2 Chapter-I, Chapter-II and Chapter-III of this Tender Document shall be the integral part of the Contract/ Agreement.

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

16.1 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.

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

16.3 Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

I) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

II) The offer shall be signed so as to legally bind all members.

III) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

IV) The Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment,

shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

- V) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.
- VI) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

## **17. ARBITRATION:**

### **17.1 For Agencies other than PSU:-**

In the event of any dispute or difference between the Company and Successful 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 claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of OMDC, the Company, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Bhubaneswar and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. 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.

In case the matter is referred to Arbitration, the Company shall be relieved of its responsibility if the Contractor does not pay the amount due to Company i.e. OMDC or does not fulfill the terms & conditions as agreed to under this Agreement.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Cuttack only will have jurisdiction.

### **17.2 For PSU Agencies:**

In the event of any dispute or difference between the parties hitherto, 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. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996 and PMA Guidelines of DPE vide O.M. No. 4(1)/2011/DPE (PMA)-GL dated 12/06/2013 & dated 24/03/2014.

**18. 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.

**19. OTHER CONDITIONS:**

- The tender document shall have to be signed by the bidder in each and every page and the terms & conditions must not be altered; failing which, the tender will be summarily rejected.
- 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.
- 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.
- The contractor shall at his own cost may provide housing accommodation to his employees. If any land is made available on rental basis by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have the right whatsoever on the land to which such huts are/ have been constructed and the contractor shall not be entitled to transfer such huts or houses to any person. He shall not make any additions or alternations to any existing building without prior permission of the company or any representative duly unauthorised in this behalf. The contractor(s) may use the existing available hutting/ quarters for his workers at a nominal rent and/ or recover the electricity consumption bill at actual that will be fixed by the competent authority of the company. However, it will not be obligatory on the part of the company to provide hutting/ quarters to the contractor's workers.
- 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.
- Any waiver of any clause of this contract can be done only by the competent authority of the Company.



- 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.
- 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 antecedent/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.
- 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 with the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.

- 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.

**20. CRITERIA OF SECURITY PERSONNEL TO BE DEPLOYED :**

- a. The height of the Security guards should not be less than 5' 2". Preference will be given to Ex-Serviceman with good physiques, sound mental health, good eyesight and excellent hearing abilities. They should be well trained in the areas of security & fire fighting equipments.
- b. The Security Guard deployed shall be provided with the Uniform, Cap, Name Plate, Shoulder Title, Rain Coat, Belt, Umbrella and Shoes as prescribed by the agency in consultation with Head of the Personnel Department), OMDC and they should wear the same during their duty hours.
- c. The Security Personnel should be well trained in the field of safety & security, fire fighting.
- d. Age of Security Personnel should be within 18 years to 55 years.
- e. The Security Personnel should be educated and should read and write ODIA and HINDI.
- f. In the event of any act of indiscipline on the part of the security staff, the Agency reserve the right to remove such security staff and on the advice of the Office In-charge of the contract. The successful bidder shall be duty bound and liable to replace such security staff.

g. The agency/contractor shall provide security personnel having sound physical health and as per the eligibility criteria of private Security Agencies (Regulation) Act,2005 & The Private Security Agencies Central Model Rules,2006.

**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 Work men'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 Work men'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.
- 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.
- 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.
- 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.
- 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.
- With regard to execution of this work, the agency/ contractor shall abide by the direction of Head of Personnel.
- 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 fulfillment of his obligations in respect of which all cost

and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.

- In the event of agency/ contractor's failure to fulfill 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.
  - 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 30 days notice in writing to the company and to the appropriate Government authority, 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.
  - 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.
  -
22. "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> 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".

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

**DECLARATION BY THE BIDDER**

To

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

**Sub:** “Maintenance of Security Services at Thakurani Colony & Office Premises of OMDC,  
Barbil.”

**Ref.: Tender Notice No.: OMD/Mines/Pers/Sec/2023-24/907      Dated 16/12 / 2023**

Dear Sir,

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

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

I/We enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.

- i) TenderSchedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid,
- iv) Cost of Tender & EMD

UNDERTAKING

To

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

Sub: "Maintenance of Security Services at Thakurani Colony & Office Premises of OMDC, Barbil."

Ref. : Tender Notice No.: OMD/Mines/Pers/Sec/2023-24/907

Dated 16/12/ 2023

Dear Sir/Madam,

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

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

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

I/We enclose herewith the required documents.

Yours faithfully,

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

**PRO-FORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT / PERFORMANCE  
GUARANTEE**

(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:** \_\_\_\_\_

**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 Notice 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. \_\_\_\_\_ on 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 / Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this \_\_\_\_\_ 2023.

**WITENESS:**

**SIGNATURE:**

**SIGNATURE:**

**NAME:**

**OFFICIAL ADDRESS:**

**DESIGNATION WITH DATE:**

Annexure-IV

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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

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

Head Office; plot No.-271, Ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar, Odisha-751001, Email: bh.omdc@birdgroup.co.in

**PART- II**

**PRICE BID**

**Sub: “Maintenance of Security Services at Thakurani colony & office premises of OMDC, Barbil.”**

As per minimum wage notification issued by Govt. of India on 26.09.2023 w.e.f. 01.10.2023.

**Ref. Tender Notice No. OMD/Mines/Pers/Sec/2023-24/907**

**Dated 16/12/2023**

Sl.	Category	Heads	Working days per year	Rate per day (Rs.)	Total amount per annum excluding GST (In Rs.).
1	Highly Skilled	4	314 days	875	10,99,000.00
2	Skilled	24	314 days	751	56,59,536.00
	<b>Total</b>	<b>28</b>		<b>Total-‘A’</b>	<b>67,58,536.00</b>
3	Retrenchment Compensation @4.81% wage per month or 15 days per month whichever is in higher side			<b>B=4.81 % of ‘A’</b>	3,25,086.00
4	Fringe Benefits(PF-13.00%, Leave-4.81% , Bonus-8.33 % , & Holidays wages-3.20			<b>C=29.34 of ‘A’</b>	19,82,954.00
	Sub Total			<b>D=(A+B+C)</b>	
6	Profit/over head/ Contractor Margin and Others, to be mentioned (in Rs.) as per ‘E’			<b>‘E’</b>	
	<b>Grand Total</b>			<b>F=(D+E)</b>	

Grand Total as ‘F’ in word (Rupees.....)  
Only, excluding GST.

**Note:-**

- i.**The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value (F) in the Price Bid.
- ii.** Contractor Profit Margin, House rent and Dress outfit, less than 10% of ‘D’ then the contractor/agency shall submit a **Bank Guarantee** towards the differential amount for the whole contract period.
- iii.** GST will be paid extra, as applicable.
- iv.** In case there is any discrepancy between figure and word then the amount quoted in word will be considered for finalization.
- v.** The bidder shall not alter any of the Price Bid data mentioned under Sl. No.1 to 4 in the above table. However, this rate may be increased/decreased, in accordance to minimum wages notification by Govt. of India from time to time.
- vi.** Amount to be quoted in Sl. No.5 Contractor Profit Margin, House rent and Dress outfit

**SIGNATURE OF BIDDER**

**INTEGRITY PACT**

THIS AGREEMENT is entered into between the following Parties:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) hereinafter referred to as **“The Principal”**.

AND

M/s....., hereinafter referred to as **“The Tenderer/Contractor”**

**PREAMBLE**

The Principal intends to award a contract, following its laid down organizational procedures, for carrying out the work of Maintenance of security services at Thakurani Colony & Office Premises of OMDC ,Barbil” at a value of Rs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the principal co-operates with the renowned international Non-Governmental Organisation, “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions:**

- a) **“Principal”** means THE ORISSA MINERALS DEVELOPMENT CO. LTD (OMDC) incorporated under the Companies Act, 1956, having their registered Office at Plot No.271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar-751001 and includes their successors.
- b) **“Tenderer/ Bidder”** means the person, firm or company submitting a tender/bid against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.
- c) **“Contractor”** means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.
- d) **“Independent External Monitor”** means a person, hereinafter referred to as IEM, appointed, in accordance with **Clause 8.a** below, to verify compliance with this agreement.  
**“Party”** means a signatory to this agreement.



“Contract” means the contract entered into between the Principal and Tenderers/ Contractors.

**2. Commitments of the Parties:**

3. **Commitments of the Principal:** The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles:

No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.

The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.

The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

If the Principal obtains information of conduct of a bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

**Commitments of the Tenderer/ Contractor:** The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or 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 immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal’s tender process or the execution of the Contract.

The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal’s tender process or the execution of the contract.

The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **3. Obligation to Ensure Compliance:**

Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants, and parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

### **4. Equal treatment of all Bidders/Contractors/Sub-Contractors:**

The bidder/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.

The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

### **5. Disqualification from tender process and exclusion from future contracts:**

If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 2.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.

- b) If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 2.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by 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 tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- c) If the tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- d) A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

**6. Compensation for Damages:**

- a) If the principal has disqualified the Tenderer from the tender process prior to the award according to **clause 5 above**, the **Earnest Money Deposit (EMD)** 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 tenderer as may be imposed by the Principal as brought out at Clause 5 above.
- b) If the principal has terminated the Contract according to Clause 5 above, or if the Principal is entitled to terminate the Contract according to Clause 5 above, the EMD/Security Deposit furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the tenderer, as may be imposed by the Principal, as brought out at Clause 5 above.

**7. Previous Transgression:**

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

**8. Independent External Monitor (IEM)**

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:
  - allow the IEM unrestricted access to all books, records and staff relevant to such tender;
  - ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.
  - allow the IEM unrestricted access to all books, records and staff relevant to the contract;
  - ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.

- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:

He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of, all suspected or actual breaches of the provisions of this Agreement actions taken by the IEM and the parties in relation to such breaches any reports made by the IEM to criminal authorities, professional associations or other bodies.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.

If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.

- f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-compliance.

The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.

Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.

The IEM can only be removed from his appointment, if:

1. all of the Parties agree in writing to remove him, or
2. he resigns; or
3. he is removed from his Office by order of a Court having appropriate jurisdiction.

If the IEM is removed from his appointment, the Principal will appoint another IEM as per **Clause 8.a** above for the remaining duration of this agreement.

## **9. Breaches of this Agreement:**

1. In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:

It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.

If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.

In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.

The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

**10. Duration of Agreement:**

- a) This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.
- b) This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderers 6 (six) months after the award of the Contract.

**11. Other provisions:**

- a) The Principal will disqualify from the tender process Tenderer/Tenderers who does/do not sign this pact or violate its provisions.
- b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Bhubaneswar.
- c) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal
- d) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- e) Address along with other relevant details of the Chief Executives of the parties are as given under:

=

<b>1. Principal</b> Managing Director, THE ORISSA MINERALS DEVELOPMENT CO. LTD. Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar- 751001	<u>Email-dcdkm@vizagsteel.com</u> and bh.omdc@birdgroup.co.in
<b>2. Details of Tenderer are to be filled in by Tenderer concerned &gt;</b>	

- f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.
- g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

(Signature)

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**For the Principal**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(signature)

-----

**For the Tenderer/ Contractor**

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_