

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, THAKURANI  
[A GOVT. OF INDIA ENTERPRISE]**

**TENDER DOCUMENT  
FOR  
PURCHASE OF WAVE LENGTH DISPERSIVE X-RAY  
FLUORESCENCE (WD-XRF) SPECTROMETER WITH ACCESSORIES  
FOR THAKURANI IRON & MANGANESE MINES.**

**TENDER NOTICE NO.OMD/07/2011-12,**

**Dt. 11/07/2011**

HEAD OFFICE:  
AG-104, SOURAV ABASAN,  
SECTOR – II, SALT LAKE CITY,  
KOLKATA – 700 091  
TEL. NO. - 033-2321 3983, 2337-3584/3582

MINES OFFICE:  
AT: THAKURANI  
P.O: BARBIL, DIST.: KEONJHAR  
ODISHA – 758035  
TEL. NO. - 06767-275218,275530,275379,275382

**(COST OF TENDER PAPER – RS.1, 040.00, Inclusive of VAT)**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**I N D E X**

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**Signature & Seal of Bidder**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

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Signature & Seal of Bidder

(A GOVT. OF INDIA ENTERPRISE)

Ref. No. TENDER NOTICE NO: OMD/07/2011-12

Date: 11/07/2011

**CHAPTER - I**

**TENDER NOTICE**

Sub: Tender for Supply, Installation and Commissioning of Wave Length Dispersive X-ray Fluorescence (WD-XRF) Spectrometer with Accessories for analysis of Iron & Manganese Ores and Minerals.

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1. Sealed tenders in prescribed format are invited from reputed Manufacturers & authorized distributors /Dealers (Where manufacturers does not quote directly as a matter of policy) for **supply, installation and commissioning of one number “Wavelength Dispersive X-Ray Fluorescence (WD-XRF) Spectrometer with accessories for our Iron & Manganese ore mines at Thakurani.**
2. The non-transferable tender documents can be obtained from the following address on payment of Rs. 1,040/-[Rupees One thousand forty] only (non refundable) in cash on any working day on or before **12.00 noon, dated 12.09.2011** & can also be downloaded from our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in). The downloaded tender documents should be submitted along with a demand draft of Rs. 1,040/- (Rupees one thousand forty) only (non refundable) in favour of “Orissa Minerals Development Company Limited” payable at Barbil towards cost of the same.
  - (I) **The Dy. Manager (Finance), The Orissa Minerals Development Company Limited, Sourav Abasan, 2<sup>nd</sup> floor, AG-104, Sector-II, Salt Lake City, Kolkata-700 091.**
  - (II) **The Manager [Finance], The Orissa Minerals Dev. Co. Ltd., At –Thakurani, P.O – Barbil -758035, Dist-Keonjhar (Odisha).**
3. Tender in the prescribed format complete in all respect accompanied with earnest money of **Rs.1,20,000.00** (Rupees One Lacs Twenty Thausand) Only in the form of Bank draft/Pay order drawn on any Scheduled Bank in favour of “The Orissa Minerals Development Company Limited”, payable at Barbil should reach the office of the **Manager (Finance), The Orissa Minerals Development Company Limited, Thakurani, Barbil, Dist – Keonjhar (Odisha) on or before 3.00 P.M. dated 12.09.2011.**
4. Tenders not accompanied with “Document fee” &” EMD amount” as prescribed in the tender document is liable for rejection.

5. The last date for submission of Tender document is upto 3.00PM on or before **12.09.2011**.  
**Note:** - (Bids received after 3 P.M. but before opening at 3.30 PM can be accepted & opened, but bids received after 3.30 P.M. will be rejected.)
6. The Tender document shall be submitted in two parts i.e. "Part-I", Techno Commercial Bid and "Part-II", Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelops. Both the bid shall be kept in another sealed envelope superscripting the Tender No. and date.  
The bid prepared by the bidder and all correspondence and documents relating to the bids, shall be written in "English language" only.
7. **Techno-commercial bid:** The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at **3:30 P.M** on dated **12.09.2011** in the Office of the Manager (F), The Orissa Minerals Development Company Ltd. Barbil, Keonjhar (Odisha).
8. **Price bid:** The Part –II, Price Bid of the bidders, whose Techno Commercial bid are found acceptable, shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalisation of technical bids. In this respect, the decision of the company shall be final and binding on the Tenderers.
9. **Pre-bid consultation:**  
The bidders are free to join pre bid consultation to be held on **25.08.2011** at 3.30 P.M. in the office of the Manager (F) OMDC Barbil for clarifying doubt, 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 OMDC.
10. OMDC shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of the date of tender submission and opening shall be given for this reason
11. The interested parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms and conditions of the Tender document before submission of the Tender documents.

12. The bids shall remain valid for a minimum period of **120 days** (Four months) from date of opening of Techno-Commercial bids.
13. The successful bidder is to appear in the office of AGM (I/C) to sign the contract agreement within 15 days from the date of issuance of LOI.
14. The Management reserves the right to accept/reject any or the entire tender without assigning any reason thereof and also doesn't bind him to accept the lowest bid.

**Asst. General Manager (I/C)**  
**THE ORISSA MINERALS DEVELOPMENT CO. LTD.**

**TECHNICAL SPECIFICATION AND DUTY REQUIREMENTS FOR WAVE LENGTH DISPERSIVE X-RAY SPECTROMETER FOR TENDER ENQUIRY**

1. **Quantity** : 01No.
2. **Destinations** : Supply, Installation & Commissioning at OMDC Lab, Thakurani, Via: Barbil, Dist.: Keonjhar, Odisha, Pin: 758035.

**Specification of WD- XRF Spectrometer:**

The system should be high preference, fully automated, computer controlled, sequential cum simultaneous wave length dispersive x-ray fluorescence spectrometer. The WD X-RF should be capable of conducting with high precession qualitative & quantitative analysis of different ores & minerals (Iron& Manganese Ore) from Fluorine(Atomic No-9) to Uranium (Atomic No - 92) in the concentration range from ppm level to 100% as per our requirement.

The X-ray spectrometer is primarily meant for analysis of various elements present in Iron ores and Manganese ores. The elements of interest for Iron ore is Fe, Si, Al, P & S & for Manganese ore is Mn, Fe, Si, Al, P & S.

In addition to the above, the unit should also capable to analyze other elements like Ca, Mg, Ba, As, Cu, Pb, Ni, Zn & K present in Iron and Manganese ore samples.

The unit should be able to analyze the various Oxides present in Iron and Manganese ore samples.

All kind of Safety protection for radiation, electrical and electronics shall be in built as per international norms. The unit should be developed and manufactured according to ISO certified and fully radiation protected system. Certificates of conformation to different norms should be enclosed with the offer.

The spectrometer should be floor mounted with minimum space requirement.

The WD-XRF should also be able to measure samples in solids, liquids, slurries and loose / pressed powder form.

Analysis method: Sequential cum simultaneous wavelength dispersive X-ray Fluorescence Spectrometer. The system should be equipped with a Crystal Mill / Goniometer for sequential analysis and fixed simultaneous channels for light elements like F, Na & Mg.

**WDXRF should broadly have the following specifications and duty conditions:**

**Elemental Range** : Fluorine (Atomic no - 9) to Uranium (Atomic no - 92) or better

**Concentration Range** : ppm to percentage (%)

Generally, the analysis range required to be operated for various elements and the accuracy levels and reproducibility are detailed below:

<b>APPROXIMATE ANALYTICAL RANGE REQUIRED TO BE TESTED</b>				
<b>MATERIALS TO BE ANALYSED –</b>				
<b>IRON ORE, MANGANESE ORE, LIME STONE, DOLOMITE, SPONGE IRON &amp; LIQUID SUCH AS WATER, MANGANESE PROCESS SAMPLES</b>				
<b>IN IRON ORE</b>				
<b>ELEMENT</b>	<b>RANGE (%)</b>	<b>ABSOLUTE (%)</b>	<b>ACCURACY (%)</b>	<b>REPRODUCIBILITY (%)</b>
Fe	45.0 to 69	0.2		0.05
Si	1.0 to 20.0	0.1		0.05
Al	1.0 to 10.0	0.05		0.01
P	0.03 to 1.0	0.003		0.002
S	0.01 to 0.5	0.001		0.001
<b>MANGANESE ORE</b>				
Mn	15 to 58.0	0.2		0.05
Fe	2.0 to 40	0.2		0.05
Si	1.0 to 45.0	0.1		0.05
Al	1.0 to 10.0	0.05		0.01
P	0.03 to 1.0	0.003		0.002
S	0.01 to 0.5	0.001		0.001
<b>Other Constituents</b>				
Ca	0 to 40	0.01		0.005
Mg	0 to 16	0.01		0.005
Ba	0 to 5	0.003		0.001
As	0 to 0.5	0.003		0.001
Cu	0 to 0.1	0.003		0.001
Pb	0 to 0.1	0.003		0.001
Ni	0 to 0.1	0.003		0.001
Zn	0 to 0.1	0.003		0.001
K	0 to 3.0	0.04		0.005

X-ray tube should be end window type with ceramic insulation and preferably with target transmission facilities for enhanced intensity. X-ray tube ANODE material should Rh/ Sc /Cr / Pd. The X-ray tube power should be minimum 200 W. Vendors to specify voltage (Kv) and current (mA) range specify the x-ray tube other parameters in details. The x-ray generator should be stable for fluctuations in mains supply vendors to specify the stability per 1.0% variation in mains.

The x-ray tube cooling should be preferably without the need for any external water chiller.

The WDXRF should have a Goniometer for sequential analysis of various elements as desired in our analytical ranges. The Goniometer should have suitable crystal and detector to meet duty conditions.

The crystals should be well-optimized to cover the desired analytical range of elements.

The XRF should be equipped with a beam stop to prevent accidental spilling of powder or dust from solid samples spectrometer chamber.

The XRF should have an internal temperature stabilization unit. The temperature should be maintained at better than or equal to  $\pm 0.5^{\circ}\text{C}$  at  $24^{\circ}\text{C}$ .

The sample chamber should operate in vacuum mode, vendors to quote for necessary vacuum pumps. The sample chamber should be capable of accommodating sample of varying sizes.

The XRF should have a sample loader with minimum 10 positions.

The sample chamber should perform complete unattended operations and should have facilities for priority sample analysis.

The XRF should have sample spinning facilities. Specify details.

The XRF should have provision for liquid sample analysis.

The software should be windows based, 32 bit or higher version. The software should offer facilities for qualitative and quantitative analysis, on line and off line data processing, report making and data transmission. All control for XRF should be via software.

The software should have features like background correction and drift correction, line overlap correction, alpha correction, pulse high distribution and various calibration programme. The XRF should necessarily have Matrix Correction facilities.

The software should have data storage and retrieval facilities. Vendors should quote for statistical process control software. Vendors to quote for remote diagnostics software via telephone line, all necessary hardware and software for remote diagnostics of XRF should be quoted. The licensed software must be provided on a CD.

**PC System:** It should be possible to connect and control the WD-XRF through a stand alone computer. The PC should be of **Latest version** with minimum Core 2 duo processor, with minimum 3.0 GHz

speed, 2 GB RAM, Minimum 500 GB HDD, DVD (writer) drive, 19" colour LCD Monitor, Mouse, Key board, Modem, Graphics display card. Latest colour laser printer to be offered. The PC unit and its components should be of reputed brand having ISO 9001: 2000 and ISO 14001 Certification.

**Power Supply:** Power supply for X-RF should be as per Indian Standard. (220-240V, 50Hz).

**Guarantee** The Complete WDXRF should carry unconditional guarantee Of 3 (Three) Years from the date of successful installation and commissioning at our Thakurani Iron & Mn. Mines. The XRF, X-ray tube should also be guaranteed (unconditional) for a period of 3(three) years from the date of successful installation and commissioning. All documentation and other charges will be paid by vendor in case of replacement of X-ray tube. Down period will be excluded from the guaranteed period. During Guarantee the vendor should replace free of cost any parts that are found faulty including electronic boards and mechanical components to ensure faultless operation of the machine.

**Standard Sample** Four Nos. standard samples – 02 (Two) no's Iron & 02 (Two) nos. Manganese ore samples should be supplied along with the instrument.

**Installation & Training** The vendor should install and commission the instrument at our Thakurani laboratory and shall provide training to our officials in regular operation and maintenance. Minimum 7 days training programme should be provided on the usage of WD-XRF & software. The training programme should meet the satisfaction of our officials.

**After Sales Service** Vendors to provide details of their service set up in India and **Preferably in Kolkata.**

**Sample Holders** 10 Nos. steel sample holders (steel ring) to handle solid sample to be supplied with the machine.

**Accessories**

Vendors to quote for the following accessories along with WDXRF:–

1. **6 KVA UPS System** with Online Double Conversion with inbuilt Isolation Transformer for power back up to WDXRF and PC System with minimum **2.30 Hrs** (two hour thirty minutes) :

**1No.**

**Technical Specification:**

- a) Rating/Capacity : 06 KVA
  - b) Technology : IGBT Based Sine-wave Pulse Width Modulation Technology
  - c) Input Voltage Range: 165 – 265 V
  - d) Phase : Single
  - e) Overload Capacity: 150% for 5 sec
  - f) Harmonic Distortion at full load : 2-3%
  - g) Output Power : 6.0KVA/4.2 KW
  - h) The UPS should have following features:
    - i. Short Circuit Protection
    - ii. Cold Start Feature
    - iii. Alarm & Indication
    - iv. Generator compatibility
    - v. Inbuilt Battery Charging Current Selector
    - vi. Built in input over voltage cut – off device.
    - vii. Inbuilt static bypass
    - viii. Fault Alarms for DC Under voltage, Inverter Overload, Inverter Output Under voltage
    - ix. Battery capacity Indicators
    - x. Load capacity Indicators
  - i) Manufacturer should be ISO 9001: 2000 certified
  - j) Manufacturer should be ISO 14001 certified.
2. PC of latest configuration as stated above along with Colour laser printer.
  3. Two (2) No., P-10 gas cylinder with regulator.

**Obsolescence Clause**

Vendors to confirm back up spares for a period of minimum 10 Years from the date of supply.

**Operation &****Maintenance Manual**

To be provided along with the instrument (02 Set).

## CHAPTER - II

### **Instruction to Bidders.**

**(1) Scope of work to be done by the Bidders/Successful bidder.**

Supply, Installation, Testing, Commissioning, Demonstration and Training in the usage of the equipment at our installation site as per the technical specification described in “Annexure – I”.

**(2) Bidders.**

The invitation for bid is open to all Indian original equipment bidder/authorized distributor/authorized dealers/authorized retailers/Foreign Bidders or their authorized Indian agents who are registered with DGS&D as authorized Indian agent of Foreign Bidders under the compulsory scheme of the Ministry of Finance if the equipment falls in the category of restricted list of the Export and Import Policy of Govt. of India. In case Indian Agents submit their tender or forward the tender of Foreign Bidder with out DGS&D Registration Certificate, the tender will not be considered. In such cases, the tender must be submitted by the Foreign Bidders directly to OMDC, then the tender of Foreign Bidder will only be considered and OMDC will deal directly with the Foreign Bidder.

**(3) Qualification criteria/Eligible bidders.**

- (a) This invitation of bid is opened to all leading Indian/Foreign Manufacturers of their authorized Indian Distributor/Agents for the supply of the equipments as mentioned in the documents.
- (b) Copies of valid Sales Tax/ VAT Registration Certificate, details of PAN, Sales Tax Clearance Certificate, Sales Tax Registration Number, Proof of manufacturing Unit/Dealership, Manufacturers authorization form and two supply orders of quoted model equipment preferably to Govt. organizations/PSUs’.
- (c) Tenders not accompanied with “Document fee” & “EMD amount” as prescribed in the tender document is liable for rejection.

**(4) Cost of Bidding.**

The bidder shall bear all costs associated with the preparation and submission of its bid and “the purchaser” will in no case be responsible or liable for these costs, regardless of the conduct of outcome of the bidding process.

**(5) Content of Bidding Documents.**

The bidding documents include:

- (a) Chapter – I : Tender Notice.
- (b) Annexure –I : Technical Specification.
- (c) Chapter – II : Instruction to Bidders.
- (d) Chapter –III : General Conditions of the contract.

(e) Chapter IV : Part-I, Techno-commercial Bid & Part-II, Price Bid & Annexure for bid submission **(Annex- A-D)**.

- (6) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be the bidder's risk and may result in rejection of its bid. The tender document must be submitted with Seal & Signature on each page, by bidder or bidders authorized representative unless the same will be treated as invalid & liable for rejection.

A person signing the tender 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 that at any time that the person so signing had no authority to do so, OMDC may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

**(7) Amendment of Bidding Documents.**

- (a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- (b) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.
- (c) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

**(8) Preparation of Bids.**

- (a) The bid prepared by the Bidder, as well as all correspondence and documents pertaining to the bid exchanged by the Bidder and the Purchaser will be written in English languages.
- (b) The Bid shall comprise 1. Techno-Commercial Bid and 2. Price Bid. Since all the items are under two Bid Tender System, quotation/offer should be submitted in two separate envelopes containing Techno- Commercial Bid and Price Bid and these must be put in one envelope.
- (c) The outer cover containing the offer/quote should be super scribed with our Tender No. with date and due date of opening of tender.

The Techno-Commercial offers must contain the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with commercial terms and conditions, compliance statement of specifications and Compliance statement of tender terms and conditions and the required amount of EMD.

(d) Conditional Bids will be treated as non-responsive and will be rejected.

**(9) 9.1 Part-I, Techno Commercial Bid should consist of.**

- a) Technical specification of the products being offered by the firm along with brochure and literature showing all features of the products
- b) Performa Invoice for original equipment manufacturer (OEM) /Manufacturer/foreign principal without indicating price in case of Imports.
- c) Performance Certificate / Bench marking of the quoted equipment by recognized National and International Institutions and other Departments of Government.
- d) List of clients to whom quoted model of equipment have been supplied in India along with performance certificate & their address, telephone number & contact person during the preceding last three years. Copies of some supply orders preferably of govt. organization/PSU's in preceding three years must be submitted.
- e) Certificate of Registration of Firm.
- f) Details of the equipments of identical or similar nature if supplied to any Govt. Organization/PSU's /Reputed mining organization, in preceding three years along with price finally paid.
- g) Authorization letter from the manufacturer/bidder to quote and submit tender.
- h) Certificate of authorized distributorship/dealership/retailer ship from the bidders / manufacturers.
- i) Certificate of Value Added Tax /Central Sales Tax/Local Sales Tax Registration number.
- (j) Duly attested photo copy of certificate of compulsory enlistment of Indian agents of Foreign Principals with DGS&D when quoting on their behalf, if the equipment falls in the category of restricted list of the Export and Import Policy of Govt. of India, date of enlistment must be before the date of opening of bid.

**9.2 Commercial Terms.** Bidder should accept the following:-

- (a) In case the equipments/items are on DGS&D rate contract, bidder must quote DGS&D rates only. In that case copy of the DGS&D rate contract must also be enclosed along with the tender.
- (b) Validity period of tender.
- (c) Delivery Period.
- (d) Payment terms
- (e) Guarantee
- (f) Training
- (g) Discount.

- (h) Terms of delivery
- (i) Annual Maintenance Charges (AMC) after expiry of Guarantee.
- (j) Performance Bank Guarantee
- (k) Liquidated damage

**(10) Price Bid should consist of.**

The price bid in the prescribed format as PART-II of the tender should be carefully filled up and sealed in separate envelope and submits along with PART-I of the tender.

**(11) Prices.**

The price to be quoted for delivery at site basis i.e. at the Laboratory of OMDC Ltd., Thakurani, P.O- Barbil, Dist. - Keonjhar, Odisha, Pin-758035(India).

However, the charges like ex-works price (Basic price), packing and forwarding, excise duty, custom duty, documentation, freight, insurance charges and installation and commissioning charges are be mentioned separately.

- (a) Sales Tax/other Govt. levies will be paid at actual and the prevailing rates of Excise duty and sales tax etc. may be mentioned separately.

Sales Tax: For the purpose of paying Sales Tax at concessional rate, necessary declaration-form `Form C' will made available by the purchaser to the bidder in the event order is placed.

*N.B: All transportation, transit insurance, appointment of clearing agent for custom clearances, entry tax etc shall be arranged by successful bidder and accordingly submit the offer.*

- (d) In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.
- (e) Where there is no mention of forwarding, excise duty, custom duty, freight, insurance charges etc, such offers shall be rejected as incomplete.

**(12) Earnest Money Deposit.**

(a) The tenderer has to submit a sum of Rs.1,20,000/-(Rupees One lac twenty thousand only) in shape of Demand Draft drawn in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" on any Nationalized bank payable at Barbil. The EMD of unsuccessful bidder shall be refunded after award of the contract. The EMD of successful bidder shall be converted into Security Deposit (Interest Free). All bidders are requested to submit their option for refund of EMD i.e. either in shape of DD or through online Banking. The agency should submit details of account status as per the statement enclosed in "Annexure – D", if opted for online/Electronic Fund transfer for refund of EMD.

If the tender will be cancelled by the purchaser (OMDC) for the cause what so ever, the EMD paid along with the tender will be refunded.

(b) The successful bidders will be required to submit security deposited equivalent to 5% (five percent) of the total value of the order (i.e. basic + all duties, taxes, freight, insurance charges and erection and commissioning etc.) before the agreement.

*N.B: The earnest money deposited along with the tender will be adjusted against security deposit and balance money will require to be deposited.*

*The security deposit (interest free) will be refunded after successful completion of order and warranty obligation, failing which the said security deposit shall be forfeited*

Tenders not accompanied with "EMD" are liable for rejection.

**(13) Reasonability of Prices.**

- (a) Bidders are requested to submit lowest rate for the tendered items.
- (b) The bidder should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to OMDC to any other Govt./PSU/ customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later.
- (c) Copies of current supply orders of the quoted models of the equipment preferably from Research Laboratory/Government organisation / PSU's (India) must be submitted with the offer & giving reason of price difference of their supply order and those quoted to us, if any.
- (d) The party must give details of identical or similar equipments, if any, supplied to any Government Research Laboratory/ Government organisation / PSU's/mining organisation ( India) during last three years along with the final price paid and performance certificate from them.

**(14) ISI mark.** Wherever the tenders are called for items having relevant ISI mark, the bidders must quote for the same only **along with valid copy of BIS registration** clearly indicating the description of item and validity of BIS license.

**(15) DGMS approval.** Wherever the items required are as per DGMS approval, tenders must enclose copy of approval granted by DGMS for the items quoted. If the approval is for restricted quantity/length/depth bidders must mention the same and indicate the quantity/length so far supplied. Also, in the event of placement of order it shall be essential for successful bidder to submit all relevant test certificates as per the latest circular of DGMS.

**(16) Period of Validity of Bids.**

- (a) Bids shall remain valid for a minimum period of 120 days (04 Months) after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

**(17) Submission of Bids.**

- (a) The envelope containing 1. Techno-Commercial Bid along with EMD and 2. Price Bid (in two separate envelopes) shall be addressed to The Manager (Finance), OMDC Ltd., at/Po: Thakurani, Via. Barbil, Dist.: Keonjhar, Orissa – 758035 and shall indicate tender number and due date.
- (b) The inner envelope of Techno-Commercial bid shall indicate the name and address of the bidder, tender number due date and contents i.e. Bid along with EMD.
- (c) If the outer envelope is not sealed and marked as required, the Purchaser shall not be responsible for the bid's misplacement or premature opening.

**(18) Deadline for submission of Bids.**

- (a) Bids must be received by the purchaser at the address mentioned in the tender document not later than the time and date.
- (b) The purchaser may at their discretion, extend the deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the purchaser and bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

**(19) Late/Delayed Bids.**

Any Bid received by the purchaser after the deadline for submission of bids prescribed by purchaser will be rejected and/or returned as Un-opened to the bidder.

**(20) Modifications and Withdrawal of Bids.**

- (a) The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- (b) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- (c) No bid shall be modified subsequent to the deadline for submission of bids.
- (d) No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security/EMD, pursuant to Clause12.

**(21) Bid opening and evaluation of Bids.**

The purchaser will open all the Techno-commercial bids, so received before dead line in the presence of bidder or their authorized representative (one from each bidder), who choose to attend, at the time, on the date and at the place specified in CHAPTER-I, Clause no-7.

The authorized representatives must produce proper authorization letter, without which they will not be allowed to attend the tender. The visiting card shall not be treated as authentic/valid document of identification of the person/representative attending the tender opening.

No representative will attend the tender opening whose tender is not received before the due date and time of the tender.

**(22) Clarification of Bids.**

- (a) During evaluation of the bids, the purchaser may, as its discretion may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- (b) No bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of OMDC, it should be done in writing.
- (c) Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

**(23) Evaluation and Comparison of Bids.**

- (a) Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- (b) The purchaser will reject a bid determined as not substantially responsive.
- (c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words shall be treated as final.

**(24) Purchasers right to accept any bid and to reject any bid or all bids.**

- (a) The purchaser reserves the right to accept or reject any bid, and reject all bids at anytime prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

**(25) Signing of Agreement.**

The successful bidder is to appear in the office of AGM (I/C) or In-charge Mines to sign the contract agreement within 15 days from the date of issuance of LOI. In case of the bidder fail/refuse to sign the contract agreement then the EMD shall be forfeited without prejudice.

In all cases where a contract is to be signed in a stamp paper a letter of Intent may be issued to the successful bidder in advance of the contract. The LOI should specifically mentioned inter-alia, the deadline for signing of the contract within 15 days from the date of issuance of LOI.

**(26) Award Criteria.**

The purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**(27) Notification of Award.**

Prior to the expiration of the period of validity, the Store & purchase dept. of OMDC will issue necessary purchase order to successful bidders after signing of agreement of contract.

**(28) Factors affecting the Award of Contract.**

- (a) The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.
- (b) Conformity with the request for Bid/Tender required and conditions.
- (c) The assessment of the capability of the bidder to meet the terms and conditions.
- (d) Past supply of quoted model preferably to Research Laboratories /Govt. Organisation /PSU with performance certificate preceding 3 years along with some supply order.
- (e) The cost and the discount offered, if any. Conditional discount will not be considered.

## CHAPTER -III

### GENERAL CONDITIONS OF CONTRACT

#### 1. **Definitions.**

In this contract, the following terms shall be interpreted as indicated.

- a) "The Order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices referred to and all documents incorporated as per notification of award.
- b) "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means the equipment with accessories, drawing & Operating Manual, which the supplier is required to supply to the Purchaser under the contract.
- d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance training and other obligations of the supplier covered under the contract.
- e) "GCC" mean the General Conditions of Contract contained in this section.
- f) "The Purchaser" means the organization purchasing the goods i.e. The Orissa Minerals Development Company Limited, at/PO. Thakurani, Via: Barbil, Dist.Keonjhar, Odisha – 758035.
- g) "The Purchaser's Country" is India.
- h) "The Supplier" means the individual or firm supplying the goods and services under this contract.
- i) "Day" means calendar day.
- j) "Supply" means Supply, Installation, Testing, Commissioning, demonstration and impartation of the training on the scientific equipment supplied.
- k) "Renderer/Bidder" means a person, society, firm or company willing to participate by accepting terms & conditions given in the tender document.

#### 2. **Application.**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

#### 3. **Standards.**

The goods supplied under this contract shall conform to the equivalent standards of items mentioned in the Schedule of Requirements and when no applicable standard is mentioned to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

#### 4. **Use of contract documents and information.**

- (a) The supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection

therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- (b) The supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the contract.
- (c) Any document, other than the contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

**5. Patent rights.**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof of India.

**6. Annual maintenance charges.**

The bidder must conform and accept the Comprehensive AMC of the Machine, which we may opt for maintenance contract after expiry of the guarantee period.

The bidder should give full details of their different type of AMC of quoted model of equipment (WD-XRF).

The bidder should mention the name of Govt. Dept./PSU/Customers to whom they are providing AMC for such type of machine with documentary evidence may be enclosed.

**7. Specification.**

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected and supported by the printed technical leaflet/literature. Therefore the model quoted shall invariably be highlighted in the leaflet/literature enclosed with the quotation. Non compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

**8. Compliance statement.**

Bidders must furnish a Compliance Statement of each and every required Technical Specification of our tender in the format given at Annexure - A. The

deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.

9. **Period and mode of delivery.**

Delivery period should be within 4 (four) months i.e. 120 days from the date of placement of order.

Successful bidder will arrange all types of clearance work, transit insurance and transport the machine to OMDC Thakurani site at his own cost and risk.

The equipment must be safely delivered at site i.e OMDC Quality Control Laboratory, through Store & Purchase Department at Thakurani. Installation and commissioning of the machine would be sole responsibility of the successful bidder.

10. **Performance bank guarantee.**

All the successful bidders will have to submit the Performance Bank Guarantee for 10% of total value of order (i.e. final landed price). This guarantee shall be valid till 60 days after expiry of guarantee period from the date of installation and commissioning. The PBG format shall be provided to the successful bidder later on along with the purchase order.

11. **Payment terms.**

- 80% payment will be made within 30 days of satisfactory supply, installation, commissioning and necessary training of the equipment at OMDC site.
- And balance 20% shall be released subject to submission of **10% of the equipment cost in form of Performance Bank Guarantee (PBG)**. This Bank guarantee shall be valid till 60 days after expiry of guarantee period from the date of installation and commissioning. The commissioning of equipment to the satisfaction of OMDC will be sole responsibility of successful bidder.

12. **Commencement of guarantee period.**

The guarantee period of the equipment shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the site in OMDC. The guarantee period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in guarantee services.

13. **No advance payment.** No advance payment will be made to any supplier.

14. **Installation.**

The equipment should be installed/commissioned and demonstrated by the supplier at the lab immediately but in any case within one month after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical personnel those will test the performance of the equipment. No

separate charges for installation, training to our officials etc. will be paid to the party beyond the quoted prices.

- a) **Pre-requisites Installation Requirements.** Bidder is to specify the Prerequisites Installation "Requirement in the technical bid submitted so that the site and material required is ready well before supply for the installation of the equipment to be supplied.
- b) **Software Installation.** The equipment and software should be installed and tested to the specifications free of cost.
- c) **Manuals.** Equipment supplied will include all Operational and Maintenance Manuals, service manual, tutorials, reference manuals, installation and performance guide etc. list of spares complete in all respects. Connecting cable and/or any other part/device which is essentially required for making the equipment operational is required to be supplied along with the equipment and no additional cost shall be paid.

**15. Purchaser infrastructure.**

Purchaser will provide required air conditioned space, single phase power supply with required electricity outlets.

**16. Guarantee.**

The equipment/instrument must be guaranteed for a period of at least 03 (three) years from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective including X-Ray tube during this period, the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the OMDC lab or at site of the supplier for which "to and fro" expenses will be borne by the supplier including excise duty, custom clearances and all documentation and transportation charges (if required).

All such replacement of defective parts mentioned above shall be made free of cost at site by the Supplier and the return of the defective parts to supplier's works shall be at Supplier's responsibility and shall be made at his expense. The Purchaser will, however, render such assistance in this matter as well as expedite the same. In the case of defective parts not repairable at site but essential, in the meantime for the commercial use of the item, the Supplier shall replace the same at site free of cost , before the defective part are removed to his works.

During guarantee period, if any problem arises in WDXRF machine and accessories, it must be rectified within 2-3 days from the time of intimation through telephone message / fax / mail and our daily routine work should not be hampered.

Bidder should also confirm minimum 2-3 days time period in which they can supply the spares/accessories at our site in the event of the break down of Equipment.

### **17. Spare parts.**

Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least 10 (Ten) years from the date of supply. Supplier should be given an undertaking that the spare parts will be supplied within the specified period as and when ordered after guarantee period. Price list of spares and consumables should be submitted with Techno- Commercial Bid. The spare parts shall be on delivery on FOR Destination basis at our Stores & Purchase Dept.

### **18. After sales services.**

It should be clearly mentioned in the quotation whether the after sales services during and after the completion of guarantee period shall be provided directly by the supplier or their authorized agent/ representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases, the original supplier shall be responsible for poor performance/services.

a) Bidder to submit details of after-sale-services for:

i) Equipment (for which tender has been submitted by them) failed under guarantee and after the guarantee period.

ii) Spares/Accessories support for Equipment (for which tender has been submitted by them) during guarantee period & during out of guarantee period.

b. If supplier will provide service, then :

Details of Service Centre with name and address and name of the service engineers must be mentioned.

### **19. Inspection.**

(a) The inspection of the system will be done by our technical Committee in the presence of Firm's representative at our installation site. Acceptance or rejection of the material will be determined by our technical Committee.

(b) In case of any mishappening / damage to equipment or any parts of the equipment being made during supplies from the origin of the equipment to the installation site or during installation process at our site, the same shall be replaced by the supplier with new equipment / supplies immediately at his own risk. Supplier will settle his claim with insurance company as per their convenience. The OMDC (purchaser) will not be liable to any type of loss in any form.

(c) The supplier should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which, they will be responsible for the losses.

**20. Authorization of Indian agents & Indian representative.**

- (a) In case there is involvement of an Indian Agent/representative in any form as mentioned at (b) below, an authority letter/copy of agreement from the principal manufacturer must be submitted with the quotation.
- (b) Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- (c) The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties and their principals shall be responsible for violation of foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

**21. Users list.**

- (a) List of past supplies during preceding last 3 years for the offered item / equipment/ model should be furnished along with performance certificate as per the format below:

Photo copies of some purchase orders preferably of Govt/PSU's must be submitted along with the tender.

Sl. No.	Purchase/supply/ Contract No. & Dt.	Total Value	Name,full address, telephone nos., & contact person of the Company.	Order executed or not	Std.Perform-ance report to be enclosed
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- (b) If you have supplied identical or similar equipment to any Govt./PSU's/ reputed mining organisation, then the details of such supplies, for the preceding three years shall be given together with the prices finally paid.

- (i) Name of the mode of the equipment.
- (ii) Contact address of the user.
- (iii) Purchase Order No. & Date and Price finally paid
- (iv) Any other relevant information

**22. Liquidated damages for late delivery & late installation.**

In case the Supplier defaults in delivery and the Supplier has not explained the position to the Purchaser well in time and the Purchaser has not accepted an extension of delivery period, the Purchaser may at his option deduct from the Supplier's bill a sum not less than ½% (half percent) of the price of any material which the successful tenderer has not been able to supply within the delivery

schedule for each week or part of a week during which the delivery of such material may be in arrears subject to a ceiling limit of 10% by way of agreed liquidated damages and not as penalty provided the delay was not due to any force Majeure.

The same deduction rate i.e @ 0.5% per week will be imposed for late installation of the equipment at our site subject to maximum of 10%.

**23. Penalty.**

In the event of placement of order to the successful tenderer, who fails to deliver the goods, the Company (OMDC) may at its discretion impose any of the following penalties:

- (a) Cancellation of the purchase order in part or whole;
- (b) Forfeiture or adjustment of earnest money or security deposit or PBG wholly or partly without notice to the Supplier;
- (c) Disqualify the bidder for participation in the tender for similar work of Company.

**24. Training.**

Technical persons of OMDC should be trained by the supplier at the project site free of cost within seven days from the date of installation. The training shall be to the satisfaction of OMDC officials.

**25. Validity of offer.**

The prices must be valid at least for a period of four months from the date of opening of the tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

**26. Late/delayed/quotation.**

Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/correspondences shall also not be considered.

**27. Acceptance or rejection of offer.**

OMDC reserves the right to accept or reject any quotation/tender in part or full without assigning any reason thereof.

**28. Force majeure.**

The supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify

- the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. **DISPUTE SETTLEMENT.** In case of any disputes or differences arising out of this contract, the decision of the Managing Director, OMDC shall be final and binding on both the parties.
30. **Jurisdiction.**  
Any dispute or differences arising out of or in connection with this deal shall be subject to the exclusive Jurisdiction of the Hon'ble Court of Barbil, Orissa, only and no other Court.
31. Proper Law of the Contract (PLC) will be as per the relevant Indian Laws on the subject. Languages of the Contract/Supply Order, Judicial Proceedings, if any, Arbitration Proceedings, Conciliation Proceedings etc. will be in English only.
32. **Shortage of supplies.**  
Successful bidders will have to make good the shortages, if any, which is revealed after opening the packages. The part of equipment, which is spoiled/damaged during transit due to faulty packing, will have to be replaced by the supplier/bidder. The replaced product should have warranty for workmanship, performance and service for a minimum period of 36 months from the date of acceptance of replacement of spares/parts during the warranty period. The replacement should be done free of all costs including to and fro freight, packing, forwarding and insurance charges etc.
33. **Equipment must be new.**  
The successful bidder must ensure that the equipment being offered is a new one and not refurbished or repaired one.
34. **Responsibility.**  
The responsibility lies with supplier/bidder, for any, damage or loss to the property of the OMDC, occurs while undertaking & executing the contract.
35. **Patent Indemnity.**  
The successful Bidder shall defend at its own expense any suit or action brought against OMDC based on a claim that any individual piece of the equipment designed and supplied by the supplier/bidder, constitutes direct infringement of any patent claim. In such an event the successful bidder shall also pay all costs and damages awarded therein against OMDC. The foregoing sets the entire liability of the successful bidder with regard to patent infringement.
36. **Damaged & Unaccepted Supply.**  
Items supplied are subject to inspection and acceptance by OMDC. If, the material found to be damaged and declared rejected, should be collected by the successful bidder at his own risk and costs within 20 days from the date of intimation by OMDC, otherwise ground rent will be charged.

37. **Freight.**

All the freight charges will be paid by the supplier/bidder. All the documents are to be made in favour of the Asst. General Manager (I/C), The Orissa Minerals Development Company Limited, at/ Thakurani, P.O: Barbil, Dist.Keonjhar, Odisha India and forwarded to our Banker (State Bank of India, Barbil, Odisha).

38. **Mode of Dispatch.** By any mode.

39. **Insurance.**

Insurance will be covered in favour of OMDC Ltd, by the supplier for import of equipment at all stages up to delivery at installation site.

40. **Clearance.**

It is the responsibility of successful bidder to provide all type of clearance (including custom clearance) and to deliver the equipment at the site of installation in safe condition.

41. **Export license.**

Foreign successful bidders will ensure availability of export license at their end.

42. **Country of origin.**

Please specify Place/Country of Origin and the Place/Country from where goods will be finally shipped.

43. **Termination for default.**

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part.

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchasers, or
- (b) If the supplier fails to perform any other obligation(s) under the contract.
- (c) If the supplier, in the judgments of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause.

“Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice.** a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the borrower of the benefits of free and open competition.”

44. **Arbitration.**

Any dispute or difference arising in respect of the order/agreement/contract shall be referred to the Managing Director of the Orissa Minerals Development Company Limited (OMDC), AG-104, Sourav Abasan, 2<sup>nd</sup> Floor, Sector – II, Salt lake city, Kolkata – 700091 or his authorized representative as the Sole Arbitrator and the decision of the Sole Arbitrator on the matter in dispute shall be final and binding on the supplier/contractor/bidder/tenderer and the company. The arbitration shall be carried out as per the arbitration act and rules made thereunder as amended from time to time.

## CHAPTER-IV

### THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, THAKURANI [A GOVT. OF INDIA ENTERPRISE]

#### PART-1, TECHNO-COMMERCIAL BID

**Tender Notice No: OMD/07/2011-12**

**Dated: 11/07/2011**

1. Name of the Bidder (*to be mentioned*) :
2. Whether Manufacturer/Sole selling Agent/  
Authorized Dealer (*to be mentioned*) :
3. Address of the Bidder's Registered Office  
And Branch Office, (*to be mentioned*) :  
Phone No., Fax No., E-mail (*to be mentioned*) :
4. Status of the Bidder :  
[Ownership/Partnership/Company Pvt.Ltd  
or Public Ltd] (*to be mentioned & enclosed document*) :
5. Name of the quoted model /  
Make of the equipment :
6. Whether equipment is indigenous /imported :  
[*if imported, then mention country/place  
of origin from where the equipment will  
be finally despatched*] (*to be mentioned*) :
7. Earnest Money Deposit :
  - (i) Draft No. & dated
  - (ii) Drawn on
  - (iii) Amount
8. (i) Copy of Income Tax PAN card (to be enclosed)  
(ii) Copy of ST clearance certificate (to be enclosed)  
(iii) Copy of Service Tax Registration Number (to be enclosed)  
(iv) Copy of Sales Tax/VAT Certificate (to be enclosed)
9. (i) Copies of Balance Sheet, profit & Loss A/C and income Tax returns of last  
three years (to be enclosed).  
(ii) Name of the Banker with branch.(A solvency Certificate to be attached from  
the Banker).
10. Certificate of registration of Firm (to be enclosed)
11. Copy of valid certificate as manufacturer /selling agent / authorized dealer (to be  
Enclosed).

12. The Complete technical specification of the product being offered by the bidder/manufacturer along with, literature, Pamphlets, brochures, drawings, etc. Should be enclosed. This is essential.
  - (i) Detail list of accessories quoted along with the equipment.
  - (ii) Details of commissioning schedule and specialist deputed.
  - (iii) Acceptance of all commercial terms as per tender.

*(To be mentioned on the bidders Letter Head with seal & signature of the bidder or his authorised representative)*
13. (i) Authorization letter from the manufacturer / bidder to quote and submit the tender. (to be enclosed)
  - (ii) Documentary evidence proving legal capacity of the signatory of the tender (to be enclosed).
14. Proof of original tendered of principal in case of imported item submitted (to be enclosed)
15. Performa invoice for original equipment manufacturer /manufacturer/foreign principal without indicating price in case of import as per clause No-9.1b of chapter –II of the tender Document (to be enclosed)
16. Declaration and guaranteed for availability of spare parts at least 10 years from the date of supplying. List of recommended spares, consumables with cost. ( to be submitted on letter head of the bidder with Signature and Seal of the Bidder)
17. (i) Declaration of details of after sales services during guarantee and after. Guarantee (to be submitted on letter head of the bidder with Signature and Seal as per Clause No-17 of Chapter –II of the Tender Documents.)
  - (ii) List of Govt. department / PSU customers to whom the bidder has been provided AMC for quoted model of the equipment and performance (to be enclosed).
18. Certification of the quoted Model of the Equipment by Recognised national and International Institutions and other departments of Govt. As per Clause No-9.1c of Chapter –II of the Tender Document (to be enclosed).
19. Proof of payment of cost of tender document of Rs 1040/-(one thousand and forty rupees only) to be enclosed.
20. Details of the equipments of identical or similar nature if supplied, to any Govt./PSU's /Reputed mining organization for the preceding 3 years (if any) eventually and finally paid as per clause No-21b of Chapter No-III of the Tender Document.

21. Detail user list of quoted Model / Make, performance Certificate, purchase orders preferably of Govt. /PSU's for preceding three years as per clause No-21a of Chapter No-III of the Tender Document.
22. Declaration Certificate to the effect that "the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to OMDC to any other Govt./PSU/ customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later" as per clause No -13b of Chapter –II of the Tender Document. (to be submitted on letter head of the bidder with signature and seal.)
23. Copies of current supply orders of the quoted models of the equipment preferably from Research Laboratory/Government organisation / PSU's (India) and giving reason of price difference of their supply order and those quoted to us, (if any) as per clause No -13c of Chapter –II of the Tender Document.( to be Enclosed)
24. (i) Copy of valid DGS & D registration Certificate Should be enclosed where ever applicable.  
(ii) Copy of the DGS & D rate contract of the offered Item wherever applicable. (to be enclosed)
25. Copy of BIS Licence clearly indicating the Licence No and it's validity. (Wherever bidder call for ISI marked Items to be quoted).
26. Copy of DGMS tests Certificate Wherever applicable. (To be enclosed).
27. An undertakings in the firms letter head is required regarding the agency was not been debarred/blacklisted by any govt. /PSU's.
28. Duly filled in, signed and stamped Tender Document regarding fully Aware and acceptance of all the terms and conditions of the tender.
29. Annexure-A, B & C should be filled and enclosed.
30. Declaration for free supply of 2sets of manuals comprising of operation and maintenance manual, service manual, tutorials , reference manual, Installation and performance guideline, spare parts catalogue and shop manual, connecting cables / other device to be supplied in the event of order placed as per clause No, 14 of chapter-III of tender document.
31. The photocopy of Price bid **without indicating price** should be enclosed in Part-I i.e. Techno-commercial Bid.

32. Certificate to be given by the tenderer :

Certified that the above mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found false, the company may reject my/our tender.

I/ we also certified that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the work.

I/we also authorize the Company to forfeit my earnest money, security deposit and Performance Bank Guarantee, in case I/we fail to take up the work if my / our tender is accepted.

**SIGNATURE OF THE BIDDER  
WITH Co's SEAL**

**Name of the bidder(in block letter):**

**Designation of the bidder:**

**Date :**

**Full Address: .....**

Details of Enclosures:

*Note : All the documents submitted alongwith this tender are to be self attested and duly stamped by firms /company's seal. A list of documents being submitted shall be prepared and enclosed along with this Part-I, Techno Commercial Bid .*

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED,THAKURANI  
[A GOVT. OF INDIA ENTERPRISE]**

**Part-II, Price Bid**

(Please leave no space blank. Write "NIL" if there is no information).  
(Use separate sheets, if necessary)

**Tender Notice No: OMD/07/2011-12**

**Dated: 11/07/2011**

We..... hereby offer to supply the following items at the prices and within the period.....The prices are also mentioned in words. All the prices are in Indian Rupees only.

SI N O.	Des- crip- tion of item off-ered	Quan- tity	Basic Rate Each	Excise Duty Amt.	State Sales Tax Or CST Amt.	Entry Tax	Freight & For- Ward-ing Amt.	Transit Insu- rance Amt,	Other Charges (if any) to be specified	Total (D to J)	Grand Total (KxC)
A	B	C	D	E	F	G	H	I	J	K	L

**SIGNATURE OF THE BIDDER  
WITH Co's SEAL**

**Full Address: .....**

**Name of the bidder (in block letter):  
Designation of the bidder:**

**NOTE:**

1. We hereby undertake to reduce the prices correspondingly, if Customs/excise duty/taxes are reduced after the date of submission of bid.
2. In case of discrepancy between unit price and total price, the unit price will prevail.

**FORMAT OF COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATIONS**

**(TO BE FILLED & SUBMITTED ALONG WITH PART-I, TECHNO-COMMERCIAL BID).**

Sl.No.	OMDC's (Purchaser) enquiry specification	Specification of the equipment offered by the manufacturer/ bidder	Compliance to OMDC's (purchaser) technical specification "Yes" or "No".	Details of deviation, if any as per OMDC's specification
1	2	3	4	5

Signature of Bidder with  
COMPANY SEAL

**Name of the bidder(in block letter):**  
**Designation of the bidder:**  
**Date :**

**Full Address: .....**

**MAINTENANCE INFRASTRUCTURE FACILITIES INCLUDING ADDRESSES  
OF THE LOCAL SERVICES CERTRES  
(TO BE FILLED & SUBMITTED ALONG WITH PART-I, TECHNO-COMMERCIAL BID).**

LOCATION	Address of the Service Centre	Name of the Contact Person with Tel .No., Fax No. and E-Mail	Name of Qualified service Engineers	Remarks

Signature of Bidder with  
COMPANY SEAL

**Name of the bidder(in block letter):**  
**Designation of the bidder:**  
**Date :**

**Full Address : .....**

## UNDERTAKING

To  
The Asst. General Manager (I/C)  
The Orissa Minerals Development Company Limited  
At/P.O – Thakurani  
Dist – Keonjhar (Odisha)

Ref: TEDNER NOTICE NO. OMD/07/2011-12

Dated. 11/07/2011

**SUB: SUPPLY, INSTALLATION & COMMISSIONING OF ONE NO. OF WD -  
XRF SPECTROMETER WITH ACCESSORIES FOR OMDC MINES AT  
THAKURANI, BARBIL, KEONJHAR-758035, ODISHA**

Dear Sir,

In response to the tender invited by you, I/we have examined the general conditions and other terms & conditions of the contract and I/we agreed to abide by all instructions in these documents attached herewith and hereby bind myself/ourselves to execute the work as stipulated in tender document.

I/we further agree to sign and execute all agreement/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all the work as per guideline failing which I/we shall have no objection for the forfeiture of the Earnest Money, Security Deposit and Performance Bank Guarantee deposited with the company.

I/we enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF THE BIDDER  
WITH Co's SEAL

Name of the bidder (in block letter):

Designation of the bidder:

Date :

**Full Address: .....**

Encl: List of Documents

1. Tender Schedule
2. Part – I, Techno Commercial Bid
3. Part – II, Price Bid

**ANNEXURE -'D'**

**NOTICE FOR SUBMITTING BANK A/C DETAILS FOR  
FULL IMPLEMENTATION OF E-PAYMENT IN 'OMDC'**

**To  
The Manager (Finance),  
The Orissa Minerals Development Co. Ltd  
P.O. - Thakurani  
Via - Barbil-758035,  
Dist. - Keonjhar (Odisha)**

Dated :

**Sub : Refund of EMD through Electronic Fund Transfer (RTGS/NEFT).**

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Accounts as given below :-

1 Name	
2 Address	
3 Telephone No.	
4 Name of the Bank	
5 Phone No. / Fax No. of Bank	
6 Name of Branch	
7 Branch Code	
8 MICR No.	
9 Current Account No.	
10 IFSC Code of the Branch (Printed on Cheque Leaf)	
11 PAN	
12 E-mail Address (if any)	

**Authorised Signatory**

Certified that, the above particulars are matching with our records in respect of the above mentioned company.

Signature and Stamp of the authorized Bank Officer





