



THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(Govt. of India Enterprises, Ministry of Steel)

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

Tel. No. : 06767-275530, 275218, 276131

Regd Office:-Saurav Abasan, AG-104, Sector-II Salt Lake City, Kolkata-700091.

TENDER NOTICE

Tender Notice No. : OMD/09/2011-12

Date:03.08.11

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for “**Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida area to Thakurani Rly. Siding/ Joplin Plot/weighbridge plot /custodian plot etc. and removal of wastes,rejects and spurious materials from Bhadrasahi Mines,Roida to the specified dump yard with in the radius of 1.5 K.M with the help of loader& dumper combination for a period of three(3) years**”. Tender documents can be obtained from the office of the Manager (F), The O.M.D. Co. Ltd. Thakurani, Via-Barbil, Dist- Keonjhar (Orissa) on payment of Rs.1040/-(Rupees one thousand and forty only) in cash on any working day during business hour on or before 25.08.11. The Tender document shall be submitted to the Manager (F), The O.M.D. Co. Ltd. Thakurani on or before 26.08.11 by 3.30 PM. The other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice. It can also be down loaded from our website www.birdgroup.gov.in & **NIC Portal**.

**Sd/-
BUSINESS HEAD**

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

TENDER DOCUMENTS

FOR

Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Mines Area to Thakurani Rly. Siding/Joplin Plot /custodian plot etc. and removal of wastes, rejects and spurious materials from Kolha Roida Mines ,Roida to the specified dump yard with in the radius of 1.5 K.M with the help of Loader and dumper combination for a period of three(3) years.

Tender Notice No OMD/09/2011-12

Dated: 03.08.11

Name of Tenderer

Address of Tenderer

.....

.....

Money Receipt No.

Dated

Signature of the Issuing officer

Signature of the Purchaser

**Price of the Tender documents Rs. 1040.00 (Rupees one thousand and forty only)
Inclusive of OVAT**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(Govt. of India Enterprises, Ministry of Steel)

P.O. Thakurani, Via- Barbil.-758038, Dist. Keonjhar (Orissa)

Regd Office:-Saurav Abasan, AG-104, Sector-II Salt Lake City, Kolkata-700091.

CHAPTER-I
TENDER NOTICE

Tender Notice No OMD/09/11-12

Dated: 03.08.11

1. Sealed Tenders in prescribed Forms are invited from reputed experienced contractors with financial capacity having minimum 10Mt of capacity of Tippers / dumpers along with Drivers and Helpers for Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Area to Thakurani Rly. Siding/Joplin Jig Plot /Custodian plot etc.and engagement of one no of loader of 1.5 m³ bucket capacity and adequate dumpers for removal of wastes,rejects and spurious materials from Kolha Roida area to the specified dump yard with in the radius of 1.5 K.M. at company's Kolha Roida Mines At/P.O-Roida Via- Barbil, Dist. Keonjhar (Odisha).

2. **Details of tenders:-**

Brief Description of the job	Location	Indicative Quantity per annum
A) Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Area to Thakurani Rly.Siding	Kolha Roida Area	12,000Mt and above
B) Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Area to Joplin Plot/weighbridge plot/Custodian plot etc	Kolha Roida Area	8,400Mt and above
C) Removal of wastes,rejects and spurious materials from Kolha Roida area to the specified dump yard with in the radius of 1.5 K.M.	Kolha Roida Area	40,800M ³ and above

3. The Non transferable tender documents can be obtained from the following addresses on payment of Rs. 1040.00 (Rupees one thousand and forty only) inclusive of OVAT in cash on any working day, on or before 25.08.11 from the office of "The Manager (Finance),Thakurani. The tender document can also be downloaded from our website **www.birdgroup.gov.in.& NIC Portal**. The downloaded Tender document should be submitted along with a Demand Draft of Rs.-1040/- (Rupees one thousand and forty only)

in the favour of "The Orissa Minerals Development Company Limited "payable at Barbil towards cost of the same .

4. The tender in the prescribed format complete in all respects accompanied with earnest money deposit of Rs. 2,00,000 (Two Lacs only) in the form of Bank Draft/Pay Order drawn on any nationalized/scheduled Bank in favour of "The Orissa Minerals Development Company Limited "payable at Barbil should be submitted in the office of The Manager (Finance), Thakurani on or before 26.08.11 by 3.30 P.M.
5. The tender documents in respect of all the tenders shall be submitted in two parts i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) in separate sealed Envelops. For two bid tenders both techno commercial bid and price bid shall be sealed in separate Envelops with complete tender details super scribed both envelops and clearly identifying the **techno-commercial bid** and **price bid** on the respective envelops.
6. The Part-I, i.e. Techno commercial Bid shall be opened in the presence of bidders or their accredited representative at 4.00 P.M. on dated 26.08.11 in the office of Manager (F) at Thakurani, Barbil, Dist Keonjhar.
7. The Part-II i.e. Price Bid of the tenders whose techno commercial Bids are found acceptable shall be opened on the date & time which will be informed to the technically qualified bidders later on.
8. The expected date of commencement of work would be 01.10.2011.
9. The company shall not be liable for any delay in submission of the tender in documents due to postal delay and no extension of date for tender submission/tender opening shall be given for this reason.
10. The company shall reserve the right to accept the tender in part or in full without assigning any reason whatsoever. The company reserves the right not to accept the lowest offer.
11. The company reserves the right to divide the work among more than one party. The company also reserves the right to cancel the tender and in such an even no claim of any tenderer for such a decision by the company shall be entertained.
12. Interested agencies are advised to visit the site and familiarize themselves with the site conditions and concerned areas before submission of tender.
13. Each page of the tender schedule must be signed by the tenderer before submission otherwise the tender will be treated invalid.
14. The Contract Period will be for 3 (Three) years which may be extended for further one year on satisfactory performance on sole discretion of OMDC on same terms & condition including rate.

BUSINESS HEAD

CHAPTER-II

TENDER SCHEDULE

1. Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Mines Area to Thakurani Rly. Siding/ Joplin Plot/weighbridge plot/Custodian plot etc.and removal of wastes,rejects and spurious materials from Kolha Roida area to the specified dump yard with in the radius of 1.5 K.M. with the help of loader and Dumper combination for a period of three(3) years.

2. **DESCRIPTION OF THE WORK:-**

- A) Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Area to the desired destination as per the details given below:-

Section	Approx. Distance		Mn Ore Quantity(MT)
	Thakurani Rly. Siding	Office Plot / Custodian Plot	
Spencer Quarry	20 K.M	4 K.M/2 K.M	Per annum 20,400MT and above.
Lucky Pit	20 K.M	4 K.M/ 2 K.M	
Custodian plot	20 K.M		

- B) Removal of wastes,rejects and spurious materials of loose and semi consolidated nature from the mines faces/Quarry area of Kolha Roida manganese Mines, by means of dumper/tippers and Loader combination to a distance beyond 500 Meters and with in two (1.5) K.M from the outer of the Mine face including loading at the mine head and unloading the same at the Dumping yard @ 3400M³ per month or above as directed by Mines Manager of his authorized representative.

Approximately Quantity:-40,800M³ per annum. The quantity can be increased/decreased at the discretion of the Management.

3. **SPECIAL CONDITIONS: -**

3.1) The tender must be accompanied with the earnest money of Rs.2,00,000/- (Two Lacs only) to be deposited as prescribed in shape of Bank Draft / Pay Order on any Nationalized Bank in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" PAYABLE at BARBIL. No interest shall be allowed on the earnest money deposit. Earnest money deposit in shape of cheque /cash shall not be accepted. Earnest money shall be refundable to the unsuccessful bidder(s) after the finalization of the tender. Tender without prescribed earnest money shall be rejected.

- 3.2) The Tender shall be submitted in two parts i. e. Part – I - Techno-commercial bid and Part- ii Price bid in two separate covers superscribing for which the tender is submitted, Name and Address of the tenderer. Both the above covers shall be put in another cover subscribing the job for which the tender is submitted along with address of the tenderer.
- 3.3) The tender shall be submitted to the Manager (Finance), The Orissa Minerals Development Co. Ltd., Thakurani, Via _ Barbil, Dist – Keonjhar (Orissa) Pin – 758 035 on or before 26.08.11 by 3.30 P.M.
- 3.4) The Technical bid Part – I shall be opened on 26.08.11 at 4.00 P. M. at the office of the Manager (Finance), Thakurani (Barbil) , Dist – Keonjhar (Orissa) in presence of of the tenderer(s) or their accredited representative(s). The Part – II Price bid shall be opened on the date & time whose Techno- commercial bids are found acceptable which will be informed later on.

3.5) DEPLOYMENT OF EQUIPMENTS:-

For proper execution of the mining and transportation job as envisaged in the scope of work the following equipments will be tentatively required:

- (i) Loader (Bucket Capacity –(1.5 M³ capacity Min) - 01nos.
- (ii) Dumpers(10Tonne) - 05 nos.

The contractor is expected to deploy above equipment within 15days from the date of issuance of LOI and commence the work failing which the contractor will be penalized under penalty clause. Dumpers / HEMM engaged for the work must have valid registration as per Motor Vehicles Act and the operators must possess valid license.

3.6) Tenderers, alongwith the tender,shall submit the following documents duly attested by a Gazetted officer/Notary Public for qualifying in the Techno-commercial bid.

- a) To qualify the Techno-commercial bid, the tenderers have to submit the document of Minimum 05 Nos of Tippers/Dumpers of minimum 10Mt capacity and one no of loader with 1.5M³ bucket capacity. However for proper execution of work the tenderer should have ownership of minimum 04 Nos of dumpers out of aforementioned 05Nos of dumpers/tippers and one Loader of 1.5M³ bucket capacity Min.
 - b) Details of work of transporting of minerals carried out by the Tenderers in last two years(70,000Mt per annum minimum) indicating name of Organizations where the jobs were done and value of work along with the documentary evidence of experience and successful performance.
 - c) Partnership Deed in case of a Partnership Firm.
 - d) Memorandum & Articles of associations in case of a joint stock Company.
 - e) Copy of PAN card no. to be enclosed.
 - f) Solvency certificate from the banker.
 - g) Service Tax Registration No.
 - h) TDS Certificate for 3 Years.
- 3.7) The tenderer shall get fully informed/apprised himself of all local conditions and factors, which may have any effect on execution of work covered under the Tender documents and specifications. OMDC shall not entertain any request for clarification from the Tenderer regarding such local conditions. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract shall be entertained by OMDC on this account. Neither any change in the time schedule of the contract nor any financial

adjustment shall be permitted by OMDC, which are based on the lack of clear information.

- 3.8) Award of work shall be made at the absolute discretion of OMDC and binding on the tenderers. The company reserves the right to reject any part or whole of the Tender without assigning any reason whatsoever. For such cancellation the Tenderer shall not be entitled to claim any cost, charge, expenses incidental to or incurred by him or in connection with the preparation of tender and submission without assigning any reason whatsoever.
- 3.9) OMDC also reserves the right not to accept the lowest offer and may divide the work among more than one party/parties.
- 3.10) OMDC shall not be liable for any delay in respect of submission of the tenders due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- 3.11) In case the tender declines to take up the work or fails to cope up with the progress of work.OMDCL reserves the right to :-
- a) Termination the Contract
 - b) Forfeit the earnest money/security deposit of the Contractor.
 - c) Debar the contractor from participation in any tender of the company for a period of two years.

3.12) Maintenance of daily logbook:

The contractor shall maintain a daily log book in a prescribed manner to record daily progress of work and shall get the same counter signed by the Officer in Charge/ Manager of the Mines.

3.13). Tools And Impliment :

No tools and implements for the work shall be supplied by OMDC. For any materials supplied by OMDC, full cost of the same (including tax) plus 17.5% of the cost as usual charges towards storage, supervision and transport etc. shall be realised from the contractors(s).

CHAPTER-III

GENERAL CONDITION

1. DEFFINITION:

- a) **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be perform by the 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 activity to be performed by the contractor.
- 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:** Contractor means the person or society, firm, company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Minerals Development Company Ltd.” A company incorporated in India and having its registered office at Sourabh Abasan, 2nd Floor,AG-104,Section-II, Salt lake City, Kolkata-700091.
- i) **Employer :** Employer means OMDC
- j) **Competent Authority :-** Competent Authority means CMD or any designated officer by the CMD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.

2. PAYMENT & SETTLEMENT OF BILLS :-

- A) The contractor shall raise a bill in triplicate quoting order No. and date for the transported quantity (MT) weighed at approved weigh bridge or measured on the conversion factor during the period when the weigh bridge shall not be in operation. The bill shall be raised on monthly basis duly certified by the authorized officials of OMDC and submitted the same to Mines Manager of Roida within seven(7) days of the following month. The Manager (Mines) after verification shall forward their bills to the finance department along with his recommendation and certification from the concerned officer for consideration of payment.
- B) The contractor shall raise a bill in triplicate quoting order No. and date for the waste/rejects and disposal quantity on the basis of truck measurement for truck fully loaded with waste/rejects etc and certified by the competent authority of the company for a period of one month's work done and submitted for verification to the Mines Manager who shall forward the same to the finance department for consideration of payment within seven days of the following month.
3. Tipper/dumper engaged for the work must have valid registration as per Motor Vehicles Act and operators must possess valid license.
4. The allocation of No. of tipper/Dumper for transportation of Departmental Mn ore or Removal rejects from the different sections of respective Mines shall be made by Mines Manager or his authorized representative.
5. The loading time at the mines Head shall be during the working Hours between 7 A.M to 5 P.M on all working days. Loading ,transporting and unloading on Sundays/holidays shall have to be done by the contractors as per the requirements which shall be at the discretion of OMDCL No. extra cost shall be paid by OMDCL for such loading on Sundays/Holidays.
6. The Tipper/dumper carrying the ore shall be unloaded at the plot as per the direction of Mines Manager /Plot in charge or any authorized representatives of the Company.
7. For transporting of departmental manganese ore the volume of ore carried by tipper/dumper shall be determined by truck weighment for measurement wherever necessary. In cases of measurement the conversion factor accepted by Govt. Mining Department shall be the basis to convert the volume to weight.
8. The contractor shall adhere to the monthly targeted quantity. If required the total monthly target/annual target shall be increased or decreased without any additional financial liability of the company. In the right to engage any other Agency in the same work and any extra cost involved shall be recovered from the contractor's bill.

9. TOOLS AND SPARE PARTS :-

No tools, spare parts shall be supplied by the O.M.D.C. The maintenance of the dumpers supplied by the contractor shall be done yourself as per advice by the mechanical Engineer. For any materials supplied by OMDC, full cost of the same (including tax) plus 17.5% of the cost as usual charges towards storage, supervision and transport etc. shall be realized from the contractor(s).

10. PENALTY ON LOSS IN TRANSIT:-

For any loss due to unloading breakdown , accident etc. during the transit penalty at double the rate based on sale price of the ore as calculated at loading point shall be realized from the bills of the contractor (s)and/or any other dues payable to the contractor(s) by OMDCL.

11. TAX DEDUCTED AT SOURCE:-

Income Tax and other taxes as applicable shall be deducted at the rate prescribed in the Income Tax Act and or other Acts from the gross value of each bills.

12. CONTRACT PERIOD:-

The period of work shall be for 3(three) years from the effective date of contract. Effective date of contract shall be Date of issue of LOA/Work order or Date of environmental clearance ,whichever is later.

13. SECURITY DEPOSIT:-

Recovery of security deposit @ 5% of the value of the work done shall be made by the OMDCL on the gross value of the running bill of the contractor. The security deposit shall bear no interest. OMDCL will have absolute authority to adjust deposit security deposit in case contractor(s) defaults in making any legitimate payment to its workers. Without prejudice to the company's right to recovery any of its claims/dues from the contractor(s) under the terms and conditions of the contract, the security deposit shall be refunded to the contractor within 90days from the date of completion of contract work on production of certificate from Mines Manager and Agent by the contractor having disbursed all labour payments including all statutory payments. The contractor shall also furnish a certificate from the head of Personnel department including that he has cleared and performed all his obligations whatsoever under this contract.

14. PERFORMANCE BANK GUARANTEE:-

(i)The agency has to provide,Bank gurantee drawn on any nationalized bank/scheduled Commercial bank, in favour of "The Orissa Minerals Development Company Ltd." for an amount of equivalent to 1% of total Contract value having validity period of three years from the date of issuance of LOA/Work order. The bank guarantee is to be submitted in the prescribed format (as per Annexure-A) at the time of signing of agreement. The OMDC will have the absolute right to encash the said Bank Guarantee in the event of failure of the agency to discharge their contractual/statuary obligation & liability. However this does not absolve the agency from his statuary contractual liabilities or otherwise which may be found more than the amount of Bank guarantee.

(ii)Further if the quoted rate by L-1 bidder is less than the dept. estimate, the bidder has to furnish additional performance gurantee equal to the differential amount arising out of such difference in rates.

Return of Performance Bank Guarantee:-

Unless a claim or demand is made by the company within three months from the expiry of the validity period of this guarantee the Bank shall stand discharge of all its liabilities there under. Unless an action to enforce claim under this Guarantee is filled against the Bank within three Months from the expiry of this guarantee all the rights of the company under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all Liabilities hereunder.

In witness where of the parties to this presents have hereunto set and subscribed their hands and seals on the date and year first above written.

15. ESCALATION /DE -ESCALATION:-

Escalation/de-escalation will be given on account of charge in price/rate of diesel.

15.1) For Diesel:-

$$\text{Red}=(0.25*(P_r-P_b))*R/P_b$$

Where Red=escalation /de-escalation in awarded Rate per tone on account of change in price of diesel.

0.25=weightage for diesel component

P_r= Revised rate of diesel.

P_b =Rate of diesel as on date of receipt of tender
 R =Awarded Rate/Ton(for Mn ore) or Awarded Rate/ M^3 (for OB)

15.2) For Wages:-

$$REW=(0.18*(W_r - W_b)*R)/W_b$$

Where REW=escalation/de-escalation in Awarded Rate per Tonne on account of minimum wages of Skilled Worker working above ground for Iron mines as declared by Central Govt.

0.18= weightage for wages component.

W_r = Revised minimum wages including special allowance of Skilled workers working above ground workers of Manganese mines as per central Govt.

W_b = Minimum wages including special allowance of skilled workers working above ground of Manganese Mines as per central govt. Prevailing on the date of receipt of tender.

R = Awarded rate /Ton

15.3) i)Wages:- if the wage rate is revised on the first day of a month ,escalation /de-escalation effect shall be given from the month of revision itself ,otherwise effect will be given from the next month of revision.

15.4) Diesel:- If the diesel rate is revised on the first day of a month , escalation /de-escalation effect shall be given from the month of revision itself, otherwise effect will be given from the month of revision. Lowest Price of Diesel at Barbil will be considered.

16. OTHER CONDITIONS : -

16.1) The contractor(s) shall be solely responsible for deduction and maintenance of record regarding Provident Fund, Pension schedule , Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of the work of this contract document as required under Employees Provident Fund and Miscellaneous Provisions Act,1952 and Rules and Regulation made there under. The contributions to Provident Fund at the prescribed rate along with other Contribution and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. Alternatively , the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

16.2) The contractor(s) shall get their establishment registered with the appropriate regional provident Fund Commissioner and produce valid document to mines office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions Act,1952.

16.3) For any Materials supplied , services rendered by the company which are not expressly specified to be provided free of cost under the terms of the contract by the company , full cost of the same (including Tax) plus 17.5% of the cost as usual charges towards storage, supervision, transport etc is to be realized form the contractor(s) bills or otherwise.

16.4) The contractor shall reimburse the cost of medicines and other medical facilities if any given to the workers of the contractor(s) at the company's Hospital /dispensary by the company within its available medical facilities.

16.5) Safety /Protective equipment like Helmets , safety shoes ,boots, safety belts, leg guards etc shall be provided by the contractors to all his entitled workers at its own cost. The contractor(S) has to make Provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractors fail to provide the safety equipments , the mines Manager shall procure the safety equipment and supply to the workers of the contractor(s). the cost of procurement plus 17.5% of cost as usual charges of supervision etc. shall be recovered from contractor(s) due or otherwise.

16.6) as required under the safety regulation the contractor should ensure that tippers/dumpers drivers are issued with necessary gate pass and their vehicles are checked before entering the Mines area. Daily inspections are to be recorded in the Mines Manager Office.

16.7) the Contractors shall submit a list of workers /employees engaged by him alongwith their rates , scale of pay, wages data of appointment and such other details as may be required by OMDCL. Under no circumstances , the contractor(s) Shall increase the strength without written approval of General Manager,OMDCL.

16.8) The Contractor Shall report occurrence of all accidents in the Mines including particulars of his employees involved and effect payment of compensation as per workmen compensation Act as amended from time to time with in the prescribed time limit. In case of such accident , the contractor must immediately bring it to the notice of the Manager who will sent necessary notice to the concerned authority. In the event of the contractors failure to pay /deposit with the commissioner the amount of compensation payable under the workmen compensation Act,1923 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 this behalf.

16.9) The contractor shall comply with all provisions laid down in the Industrial Dispute Act in matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said Acts and rules framed there under as amended from time to time by the central Government in the matter of retrenchment, layoff and conditions of service of the employees and engaged in his work. Besides he shall adopt all measures in the direction of maintenance of perfect industrial peace in the works allotted to him. Any failure in this respect shall be treated as qualifications of the contractor and the management shall be free to take appropriate action against the contractor.

16.10) The contractor shall make his own standing order for the labourers engaged by him and get the same approved through the concerned regional labour commissioner or other appropriate authorities and implement the same in conformity with the provision of industries employment standing Order Act. In absence of such standing orders ,the model standing orders shall be implemented.

16.11) The contractor shall at his own cost , observe, perform and comply with provisions of the contract labour (Regulations & abolition) Act,1971, and the rules made there underage 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 contractor's failure.

16.12) The Contractor shall not undertake or execute any work through any contract labour except under any in accordance with a license issued in that behalf by the licensing authorities. In the event of contractor(s)'s failure to do so , the OMDCL shall be free without prejudice to its other rights to remedy the breach and recover the cost

thereof by making the deductions from the contractor's bills, the security deposit or otherwise.

16.13) The contractor shall at his own cost providing housing accommodation for his employees and the company shall be under no obligation to provide such accommodations. If any land is made available by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have no right whatever on the land on which such hutting are/ have been constructed and the contractor shall not be entitled to transfer such hutting or houses to any person. He shall not make any additions or alterations to any existing building without prior permission of the company or any representative duly authorized in this behalf . The contractor (s) will use the exiting available hutting/quarters for his workers at a nominal rent 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 workers.

16.14) In the event of the company sustaining any loss by reasons 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 recovered from the contractor(s) 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.

16.15) Due fulfillment of the contractor's obligation under/upon the termination of this agreement and payment of all sums due to the company or any account whatsoever together with a full and proper acquaintance to the company shall be a condition precedent to the payment to the contractor of any sums found payable on a final adjustment . if it is due from the contractor to the company such money will be paid on demand.

16.16) The contractor shall provide required trucks/dumpers for transportation of dispatch able ores. He shall provide licensed drivers and authorized helpers for the trucks and dumpers. Loading into trucks and dumpers and unloading at the Custodian Plot will be arranged by the contractor. For this operation , the contractor must arrange required fleet of trucks/dumpers. In case the contractor fails to engage the required number of trucks/dumpers and there is accumulation of stock which is directly or indirectly affecting Mining Operation the company reserves the right to do the job and recover the cost from the contractor. The contractor shall maintain relevant records, registers required to be maintained as per law.

16.17) All Tippers / Dumpers engaged for this work must be duly registered and fully insured against first party risk and must have fitness certificate, Road permit, Tax Token etc. issued by road transport authorities of Orissa as required. The contractor shall be liable for all compensation that may arise for any accident, death, and injury occasioned by or during the operation of the job.

16.18) No part of the contract shall be sublet without written permission of the BUSINESS HEAD of the company or transfer is made by Power of Attorney authorizing others to receive payment on the contractors' behalf.

16.19) With regard to the execution of this work, the contractor will abide by the direction of the concerned officer in charge i.e. Dy. Manager(Mines) & Mines Manager of Bhadrāsahi .

16.20) The rate quoted and accepted shall not be firmed and fixed and escalation shall be allowed during the period of contract.

16.21) The contractor indemnified the company in full for any risk / thing to be done by the contractor which arises on account of his default and / or any un-fulfillment of his obligations in respect of which all costs and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.

16.22) In the event of contractors' failure to fulfill the contract terms for execution of work therein, the company reserves the right to terminate the contract by giving 90 days notice and to have the contractual obligations carried out by alternative arrangements and consequential loss suffered thereby shall be borne by the contractor.

16.23) In the event of discontinuity /closure of his establishment connected with the work under contract before the expiry of the contract period, the contractor shall give at least 90days notice in writing to the company and to the appropriate Government , in default of which loses suffered by the company on account there shall be brone by the contractor and his security deposit shall stand forfeited.

16.24) If the performance of the contractor (s) is found to be satisfactory, company reserves the right to terminate the contract by giving 90 days notice without assigning any reason whatsoever.

17. Force Measure Clause:-

17.1) The contractor shall have no claim whatsoever against the company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness,strike,lockout,earthquake,fire,storm,flood,explosion,any change in the nature of deposit, breakdown at plant or machinery for whatever reason , failure/restriction of electrical or other power. Act of God ,scarcity/insufficient of supply of wagons by railways, preventing or delaying the loading of company ores, government requisition , Govt. order or statutory action ,or any cause of whatever nature or description beyond the control of the company.

17.2) The contractor(s) shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.

17.3) If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period excluding seven days the contract may be terminated at the discretion of the company.

17.4) The Company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

18. All the terms and condition of the agreement will be operated by the General Manager on behalf of the Orissa Minerals Development Company Ltd. and the General manager will give necessary direction to the contractor and contractor shall follow the instructions of the General Manager or any other officer designated by the Orissa Minerals Development Co. Ltd. for this agreement.

19. FAILURE TO COMPLETE THE JOB (PENALTY):-

In the event of contractor's failure to carry out the assigned job within the specified period , the company will have the right to get done by other agency & the additional cost, if any will be debited to their account. The earnest money of the contractor shall liable to be forfeited in case of failure to achieve minimum 90% of allotted work within stipulated period.

20. ARBITRATION:

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Saurav Abasan, 2nd floor, Sector-III, Salt Lake, Kolkata-700 0091 and his decision in the matter will be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act.1996 and Rules made there under as amended from time to time.

Note: The Court of Keonjhar & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.

21. The company reserves the right to make any modification /alteration in the condition as mentioned in the Tender schedule by signing the agreement with the successful bidder/bidders.

ANNEXURE-A

PERFORMANCE BANK GUARANTEE

This guarantee made this _____ day of _____ by _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of undertaking) Act-1970 and carrying on the business Interalia at _____ (here in after referred to as the "Bank" which expression shall unless contrary intensions appears from the subject are context, include it's successors and assigns) of the ONE Part and the Orissa Minerals Company Limited, Govt. of India Enterprises within the meeting of Company's Act1956 having it's registered office at OMDC Office , AG-104, Second Floor "SAURAV ABASAN", Sector second, Salt Lake City, Kolkata-700091 (therein after referred to as the "Company")Which expression shall, unless contrary intension appears from the subjects or context , include it's successors and assigns) of the other part.

Whereas Messers _____ a Company incorporated under the company's Act1956 and caring on business at _____ (herein after to as the "contractor" which expression shall unless repugnant to the subject are context include his successors and assigned (has agreed to supply and / or install Plant and vehicle at the works or premises of the company are at the premises nominated by the company in terms of contract No. _____ dated _____ (herein after referred to as the "contract" and has undertaken the satisfactory working of the Vehicle for a period of three years from the date of it's taking over by the company in term of

contract (herein after referred to as the "Guarantee period") and has further undertaken to make good at the cost and expenses of the contractor any defects arising during the Guarantee Period from defective design, materials, workmanship or performance of the vehicle(the said first under taking are herein after referred to as the 'undertaking')

And whereas under the contract the contractor is required to furnished to the company a Bank Guarantee for the due performance by the contractor of it's said undertakings.

And whereas at the request of the contractor and inconsideration of the premises the Bank has agreed to give this Guarantee on behalf of the contractor in the favour of the Company.

NOW THE BANK HEREBY AGREED WITH THE COMPANY AS FOLLOWS :-

21.1.1.1 If the vehicle supplied and /or installed by the contractor under the said contract do not work satisfactorily for the Guarantee Period or if the contractor in any respect fails to make good at his own expense any defects arising during the Guarantee Period from defects design, material, workmanship or performance of the vehicle as per ANNEXTURE-A the bank shall indemnify any pay the company all loses , damages ,cost, Expenses which may be suffered or incurred or likely to be suffered or incurred by the company by reasons of such default on the part of the contractor in fully performing and observing any of the said undertakings content herein and in the said contract.

21.1.1.2 The bank hereby agrees that the decision of the company as to the satisfactory working of the vehicle or failure of the contractor in making good at the contractor's own expense any defects arising from defective design , material, workmanship or performance during the Guarantee Period shall be binding on the Bank. The Bank shall not be entitled to raise any dispute on the decision of the company in this regard or respect of the quantum of claim but shall on demand pay the sum of money claimed forthwith with out any objection or demur. A demand by the company under the signature of any of it's offers shall be accepted as the decision of the company. The Bank's liability under this guarantee will, however, be limited to Rs. _____ (Rupees _____) plus interest at 16%per annum from the date of demand.

21.1.1.3 The Bank hereby further agrees that the company shall have the fullest liberty with out the prior consent or notice to the Bank and without affecting in any manner this Guarantee to vary, after or substitute any of the terms and conditions of the contract or to extent the time for performance of the contract for any time or from time to time or to postponed for any time or from time to time any of the powers exercisable by the company against the Contractor and either to enforce or for bear from enforcing any of the terms and conditions of the said contract and the Bank shall not be release from it's liabilities or obligations herein contented by reason of any time being granted to the contractor or any indulgence shown by the company the contractor or by any variations or modifications of the said contract or any other act. Matter or things whatsoever which under the law relating to sureties should but for the provisions herein contented half the effect of so releasing the Bank from it's liabilities , hereunder.

21.1.1.4 This Guarantee will not be affected by any change in the constitution of the company. Bank or the Contractor but will ensure or and be available to and enforceable by the company, its successors or assign.

21.1.1.5 This Guarantee shall come into force on the date first mentioned herein above and shall remain valid till _____ with in which date of cause of action,if any,of the company against the contractor must arise and this guarantee shall not revoked by the bank prior to that date with out the previous consent in writing of the company.

21.1.1.6 Unless a claim or demand is made by the company within three months from the expiry of the validity period of this guarantee the Bank shall stand discharge of all its liabilities there under. Unless an action to enforce claim under this Guarantee is filled against the Bank within three Months from the expiry of this guarantee all the rights of the company under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all Liabilities hereunder.

In witness where of the parties to this presents have hereunto set and subscribed their hands and seals on the date and year first above written.

Seal of Bank

Authorized Signatory of Bank

ANNEXURE-1

FORM OF TENDER

UNDERTAKING

To
The Business Head
The Orissa Minerals Development Co. Ltd.
At/Po. Thakurani
Via-Barbil- 758035
Dist. Keonjhar.
Orissa.

Ref No. Tender Notice No. OMD/09 /2011-12 dated 03.08.11.

Sub: Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida Area to Thakurani Rly. Siding /Joplin Jig Plot/ Custodian plot etc. and removal of wastes, rejects and spurious materials from different MN quarries to the specified dump yard with in the radius of 1.5 K.M with the help of Loader and Dumper Combination for the period of three(3) Years.

Dear Sir,

In Response to the tender invited to you, I/We examined the general conditions and other terms and conditions of the contract. 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 deposit lodged with the company.

I/We enclose herewith the required documents.

Yours faithfully,

**Signature of the Tenderer
With seal and date**

Enc. List of documents.

- i) Tender Schedule
- ii) Part-I-Techno-commercial Bid.
- iii)** Part-II-Price Bid.

PART-I
TECHNO COMMERCIAL BID
Tender Notice No: OMD/09/11-12 dated 03.08.11

1. NAME OF THE BIDDER :
2. ADDRESS OF THE BIDDER :
 REGISTERED OFFICE & :
 BRANCH OFFICE, :
 PHONE NO. FAX NO. ETC. :
 E-mail address :
3. STATUS OF THE BIDDER : Tick Mark in the appropriate box

Ownership :

Partnership :

Private limited Company :

Public limited Company :

Any other(Documentary
evidence should be enclosed) :

4. EXPERIENCE ON OPEN CAST IRON ORE MINING AS A CONTRACTOR :

2. Experience certificate from reputed

Organization to be attached. :

3. Total Quantity handled :

4. Total value of the job :

5. PAST EXPERIENCE FOR LAST 2 YEARS
(DOCUMENTTARY EVIDENCE TO BE ATTACHED) :

Sl. No.	Name of the Organization	Job Description	Value of the job	W.O.NO. & Date	Time Schedule As Per Order	Time Completion Actual	Status% Of Job Completion
I							
II							
III							
IV							
V							
VI							

- a) Specified mining area :
- b) Extent of work to be done to get
required quantity :
- a) Extent of work required to dispose ,
Reject,wastes,spurious materials etc. :
- f) Other relevant local condition :

15. LIST OF DEVIATION FROM TENDER SPECIFICATION (IF ANY)

16. ALL THE DOCUMENTS REQUIRED AS PER CLAUSE No. 3.5 OF CHAPTER-II OF THE TENDER SCHEDULE ARE TO BE SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL BID.

17. CERTIFICATE TO BE GIVEN BY THE TENDERER.

Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by the company

I/We also certify that I/We have visited the site and got acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job.

I/We also authorize the company to forfeit my earnest money in case I/We fail to take up the job if my/our tender is accepted

**SIGNATURE OF THE TENDERER
WITH SEAL.**

PART-II (PRICE BID)

Tender Notice No. OMD/09/2011-12

Dated: 03.08.11

DESCRIPTION OF WORK

INDICATIVE QUANTITY

A) Transporting of departmentally raised manganese ore (including Manual loading & unloading) from different sections of Kolha Roida to Joplin Jig Plot/ custodian Plot etc. 20,400MT and above

<u>LOCATION</u>	<u>APPROX. DISTANCE</u>	<u>ALL INCLUSIVE RATE PER M.T OF ORE TRANSPORTED</u>
Spencer Area/Lucky pit/ Custodian Plot to Tk Sdg.	20K.M	Rs(In Figure) (In Words.....)
Spencer Area / Lucky Pit to Office Plot	4 K.M	Rs(In Figure) (In Words.....)
Spencer Area / Lucky Pit to Custodian Plot	2 K.M	Rs(In Figure) (In Words.....)

B) Removal of wastes, rejects and spurious materials from different MN quarries by means of Loader and dumper **ALL INCLUSIVE RATE PER CU. MTR.**
Rs(In Figure)
(In Words.....)

Combination to the specified dump yard with in the radius of 1.5 K.M. from the outer of the Mines Faces including loading at mines head and unloading the same at dumping yard @ 3400M³ per Month and above as directed by mines Manager or his authorized representative.

I/ We Confirm that the above mentioned all inclusive rates for the work as described above shall be kept firm during the tenure of the contract i.e. 3(three) years with effect from dated of issue of LOI/work order in accordance with the various provisions of the tender documents.

**SIGNATURE OF THE TENDERER
WITH SEAL.**

N.B:- The L₁ Agency shall be selected on the basis of above Quoted rates. The party whose rate is lowest on total rate basis among all the Bidders will be treated as L₁.



THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(Govt. of India Enterprises, Ministry of Steel)

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

Tel. No. : 06767-275530, 275218, 276131

Regd Office:-Saurav Abasan, AG-104, Sector-II Salt Lake City, Kolkata-700091.

TENDER NOTICE

Tender Notice No. : OMD/09/2011-12

Dated: 03.08.11

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for **“Transporting of departmentally raised manganese ore (including manual loading & unloading) from different sections of Kolha Roida area to Thakurani Rly. Siding/ Joplin Plot/weighbridge plot /custodian plot etc. and removal of wastes,rejects and spurious materials from Bhadrasahi Mines,Roida to the specified dump yard with in the radius of 1.5 K.M with the help of loader& dumper combination for a period of three(3) years”**. Tender documents can be obtained from the office of the Manager (F), The O.M.D. Co. Ltd. Thakurani, Via-Barbil, Dist- Keonjhar (Orissa) on payment of Rs.1040/-(Rupees one thousand and forty only) in cash on any working day during business hour on or before 12.00 Noon dated The Tender document shall be submitted to the Manager (F) / D.G.M. (I/C)/AGM(I/C), The O.M.D. Co. Ltd. Thakurani on or before 3.30 PM dated The other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice. It can also be down loaded from our website www.birdgroup.gov.in & **NIC Portal**.

**Sd/-
BUSINESS HEAD**