

( 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/10/2011-12**

**Date: 16.09.2011**

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for  
“**Supply of following equipments on hired basis, for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines,** located near Barbil, Dist. Keonjhar, Odisha.

<u>Sl.no.</u>	<u>Item</u>	<u>Capacity</u>	<u>No. of Equipments</u>
1.	Excavator	0.9 Cum	3
		OR	
		2.10 Cum	
2.	Dumper / Tipper	10 MT	15
		OR	
		20 MT	
3.	Drilling Machine with Compressor of 650 cfm capacity minimum	100 mm dia.	3

Interested bidders may obtain further information from the office of the  
BUSINESS HEAD,  
THE OMDC LIMITED

THAKURANI, BARBIL – 758035

DIST. KEONJHAR, ODISHA.

Tel : (06767) 275 218, 275 379, 275 110

Fax : (06767) 275 530

E mail : [omdctk@dte.vsnl.net.in](mailto:omdctk@dte.vsnl.net.in)

Tender documents can be obtained from the office of the Manager (F), The O.M.D. Co. Ltd. Thakurani, Via-Barbil, Dist- Keonjhar, Odisha, on payment of Rs.1040/-(Rupees one thousand and forty only) in cash on any working day during business hour on or before 17.10.11. The Tender document shall be submitted to the Manager (F), The O.M.D. Co. Ltd. Thakurani on or before 18.10.11 by 3.00 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](http://www.birdgroup.gov.in).

**Sd/-**

**BUSIENESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED  
(Govt. of India Enterprises ,Ministry of Steel )**

**TENDER DOCUMENT**

**FOR**

**“Supply of following equipments on hired basis, for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, located near Barbil, Dist. Keonjhar, Odisha.**

<u>Sl.no.</u>	<u>Item</u>	<u>Capacity</u>	<u>No. of Equipments</u>
1.	Excavator	0.9 Cum OR 2.10 Cum	3
2.	Dumper / Tipper	10 MT OR 20 MT	15
3.	Drilling Machine with Compressor of minimum 650 cfm capacity	100 mm dia.	3

**(Tender Notice No. OMD/10/2011-12 Dated 16.09.11)**

**Name of the Tenderer :\_\_\_\_\_**

**Address of the 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-758035.DIST-KEONJHR, ORISSA**  
**REGD. OFFICE: SAURAV ABADSAN,AG-104, SECTOR-II, SALT LAKE CITY,**  
**KOLKATA-700 091**

**CHAPTER - I**

**TENDER NOTICE NO: OMD/ 10/ 2011-12**

**DATED : 16.09.11**

1. Sealed quotations in prescribed format are invited from reputed agencies having 03 (Three) nos. of Excavators ((0.9 M<sup>3</sup> or 2.10 M<sup>3</sup> capacity ), 15 Nos of Dumper / Tipper (10 MT or 20 MT Capacity ) and 03 Nos of Drilling Machine with Compressor of 650 cfm capacity (100mm Dia) on hired basis, for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, near Barbil, Dist – Keonjhar , Odisha.

**2. GENERAL DESCRIPTION AND SCOPE OF WORK:**

Hiring of 03 (Three) nos. of Excavators ((0.9 M<sup>3</sup> or 2.10 M<sup>3</sup> capacity ), 15 Nos of Dumper / Tipper (10 MT or 20 MT Capacity ) and 03 Nos of Drilling Machine with Compressor of minimum 650 cfm capacity (100mm Dia). The Contractor will supply POL, Consumables, operators, tools for operation and maintenance of the equipments at his own cost for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, located near Barbil, Dist. Keonjhar, Odisha.

OMDC may increase or reduce the number of equipments as per requirement by serving 30 days advance notice in writing to the contractor by the Business Head of OMDC.

**3. RATE TO BE QUOTED:**

Bidders are required to quote their rates in the prescribed price bid format. The rates so quoted shall be inclusive of POL, Consumables, operators, tools etc. for operation and maintenance of the equipments for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, located near Barbil, Dist. Keonjhar, Odisha.

**4. TENDER DOCUMENT:**

Non-transferable Tender documents can be obtained on payment of Rs.1040/-[Rupees one Hundred and forty only] in cash on any working day on or before 17.10.2011 during Office hours from the **Office of The Manager (Finance)**, The Orissa Minerals Development Co. Ltd., Thakurani, Barbil-758035, Dist-Keonjhar (Odisha).

Alternatively, the Tender document can also be downloaded from Company's website [www.birdgroup.gov.in](http://www.birdgroup.gov.in). In such case, the downloaded Tender documents should be submitted along with a Demand Draft of Rs.1040/- (Rupees one hundred and forty only) in favour of "The Orissa Minerals Development Company Limited" payable at Barbil towards cost of the same. In case of downloaded tender, the bidder has to submit an undertaking on his letter head that, no amendment have been made in the tender document downloaded from company's website, at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

## 5. EARNEST MONEY DEPOSIT :

Tenders in the prescribed format complete in all respects accompanied with Earnest Money of **Rs.4,00,000/-** [Rupees Four Lacks only] in the form of Demand Draft / Pay Order drawn on any Scheduled / Nationalized Bank in favor of "The Orissa Minerals Development Company Limited", Payable at Barbil; should be attached with the Tender document at the time of submission of the Tender in the office of the Manager (F) /Business Head of OMDC Ltd. at P.O. Thakurani, Via – Barbil, Dist. Keonjhar, Odisha.

**Note:-** Earnest money deposit of the unsuccessful bidder will be refunded after finalization of tender.

**6. TENDER SUBMISSION:** The Tender documents complete in all respect shall be submitted in 2 (two) parts i.e. **Part – I: Techno Commercial Bid and Part – II : Price Bid** sealed in 2 (two) separate envelopes clearly indicating Superscribing "Techno-Commercial Bid" & "Price Bid" on the respective envelopes. Both the Bids i.e. Techno-Commercial and Price bid shall be sealed in a 3<sup>rd</sup> separate envelope with complete tender details superscribed - Tender Notice No, Date & Name & Address of the Bidder.

Tenders shall have to be submitted to the Manager (F), The O.M.D. Co. Ltd. Thakurani on or before **18.10.11** by **3.00 PM**.

## 7. TENDER OPENING:

The Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at **4:00 PM on 18.10.2011** in the office of the Manager (Finance), OMDC Ltd., Thakurani, Barbil, Dist. Keonjhar, Odisha.

Part – II, i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable; shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

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

**9.** The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the Tender and in such an event no claim of any Bidder for such a decision by the company shall be entertained.

10. The validity of the offer shall be for 120 days from the date of opening of the Price Bid.
11. The expected date of commencement of work will be within 15 days from the date of issue of L.O./Agreement.
12. 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.
13. Interested Agencies are advised to visit the site and familiarize themselves with the site conditions, concerned areas and to go through the terms & conditions of the Tender Document before submission of Tender documents.
14. Each page of the Tender Schedule must be duly sealed & signed by the Bidder as acceptance of the Terms and Conditions before submission, otherwise the tender will be treated as invalid.

**Sd/-  
BUSINESS HEAD  
OMDC LTD.**

**CHAPTER-II**  
**(Tender Schedule)**

**1. SCOPE OF WORK :**

**(a)** “Hiring of following equipments for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, located near Barbil, Dist. Keonjhar, Odisha.

<u>Sl.no.</u>	<u>Item</u>	<u>Capacity</u>	<u>No. of Equipments</u>
1.	Excavator	0.9 Cum	3
		OR	
		2.10 Cum	
2.	Dumper / Tipper	10 MT	15
		OR	
		20 MT	
3.	Drilling Machine with Compressor		
	of min. 650 cfm capacity minimum	100 mm dia.	3

OMDC may increase or reduce the number of equipments as per requirement by serving 30 days advance notice in writing to the contractor by the Business Head of OMDC.

**(b)** The Ore Body so excavated shall be transported to the specified site and dumped in a manner for sorting and picking by manual means to separate ores & rejects under supervision of authorized persons / engineer of the mine. The overburden and rejects so excavated shall be transported and dumped in the specified area within a radius of 1.5 Km of the working mines under supervision of authorized person / engineer of the mine.

**2. CONTRACT PERIOD :**

(i) The period of work shall be for **3 (Three) years** from the date of issue of LOI which may be extended for further period of one year on same rate, terms & conditions. on satisfactory performance of the contractor at the sole discretion of the Company (OMDC) .

(ii) The contract may be terminated by either of the party by serving 90 days notice in writing and such termination will not attract any liability to either party.

### **3. AWARD OF CONTRACT:**

- 3.1. 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.
- 3.2 50% of the quantum of work can be awarded to the bidder other than L-1, if the bidder is a Public Sector Unit (PSU) provided such bidder agrees to work at L-1 rate. If there are more than one PSU, the work can be divided on them.
- 3.3 Award of contract shall be made at the absolute discretion of OMDC Ltd.. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- 3.4. OMDC also reserves the right not to accept the lowest offer and to divide the work among more than one agency/agencies.

### **4. EARNEST MONEY DEPOSIT:**

Each Tender must be accompanied with the non interest bearing Pre-bid Earnest Money Deposit of **Rs.4,00,000** (Rupees four Lacks only) in shape of Bank Draft/Pay Order drawn on any Schedule/Nationalized Bank in favor of "The Orissa Minerals Development Co. Ltd." payable at Barbil. Name of the remitter shall have to be mentioned on the reverse of DD/PO. Tender without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest. Earnest money of the unsuccessful bidder will be refunded after finalization of the tender.

### **5. AREAS OF MINING OPERATION:**

- (i) The location of operation will be in the OMDC Iron / Manganese ore mines, near Barbil, Dist. Keonjhar, Odisha where the hired equipments will be deployed.
- (ii) Deployment of equipments and their operations will be guided by the Mines Manager nominated by OMDC
- (iii) The actual operations will commence in the nominated site on the basis of pre-surveyed site map prepared by the surveyor authorized by the Mines Manager, a copy of which shall be provided to the contractor and obtain his acknowledgement.
- (iv) The contractor will be obliged to follow the pre-surveyed map while operating the equipments and in case of violation, OMDC will have right to recover any loss or damage suffered by the Company from the Contractor's bill. The decision of the Mines Manager to assess the loss / damage will be final and binding on the contractor.

### **6. DEPLOYMENT OF EQUIPMENTS :**

Each set of equipments required to be deployed in the mines are as follows :-

Excavator - (0.9 M <sup>3</sup> or 2.1 M <sup>3</sup> Bucket capacity)	-	1 (One) No.
Dumper/Tippers (10 Tone Or 20 Ton capacity)	-	5 (Five) Nos
Drilling Machine with compressor (100mm Dia)	-	1 (One) No.

The Number of equipment can be increased or decreased as per the requirement of work by giving 30 Day's notice to the contractor by Business Head/ AGM (Mines) / Mines Manager.

## **7. NORMS OF PERFORMANCE & MEASUREMENT:**

(A) The hired equipments are expected to perform to give minimum output in 8 (eight) hour shift or part thereof as indicated below :-

<u>Sl.no.</u>	<u>Item</u>	<u>Capacity</u>	<u>Performance(M<sup>3</sup>- Insitu)</u>
1.	Excavator	0.9 Cum	550 M <sup>3</sup>
		OR	
		2.10 Cum	750 M <sup>3</sup>
2.	Dumper / Tipper	10 MT	120 M <sup>3</sup>
		Or	
		20 MT	160 M <sup>3</sup>
3.	Drilling Machine with Compressor		
	of min.650 cfm capacity(100 mm dia.)		550 M <sup>3</sup>

(B) The Ore Body so excavated shall be transported to the specified site and dumped in a manner for sorting and picking by manual means to separate ores & rejects under supervision of authorized persons / engineer of the mine. The overburden and rejects so excavated shall be transported and dumped in the specified area within a radius of 1.5 Km of the working mines under supervision of authorized person / engineer of the mine.

(C) **Measurement** :- The volume of work i.e. production / excavation done by the hired equipments will be measured by the Mines Manager on weekly basis in presence of the contractor or his authorized representative, who will countersign the statement of measurements. The measurement statement in quadruplicate along with the Measurement Book (MB) will be prepared of which one copy will be issued to the contractor, one copy will be submitted to the Manager (F) and one copy will be retained by the Mines Manager. The fourth copy of the Measurement Statement, MB and the working plan shall be given to the surveyor to maintain the progressive record.

(D) The Contractor shall maintain Log-book towards engagement of such machine in a bound paged book / register on daily basis and the same shall be countersigned by the authorized person / engineer concerned of the mine.

## **8. ELIGIBILITY CRITERIA:**

In order to qualify in the Techno-Commercial Bid, the Bidder must submit the documentary evidences in support of the followings:-

- 8.1** Payment towards cost of Tender document i.e. Rs.1040/- including VAT @ 4%.
- 8.2** Earnest Money Deposit of Rs.4,00,000/-(Rupees four lacs only) as specified in Para - 5 of Chapter – I of the Tender Notice.
- 8.3** The Bidder should possess ownership of the following no. of equipments and should submit documents in support of the same :-

Excavator - (0.9 M <sup>3</sup> or 2.1 M <sup>3</sup> Bucket capacity each)	- 1 (One) No.
Dumper/Tipppers (10 Ton or 20 Ton capacity)	- 5 (five) Nos
Drilling Machine with compressor (100mm Dia) ----- Min. capacity of 650 cfm.	- 1 (One) No.

**Note:** - i) The ownership of equipment of partners of the firm or that of the director of a company will be considered as ownership of equipment of firm / company participating in the tender.

## **9. Other Conditions :**

- 9.1** Document in support of Status of Bidder i.e. Affidavit in case of Proprietary Firm, Registered Partnership Deed in case of a Partnership firm & Memorandum & Article of Association in case of a Company should be submitted.
- 9.2** Copy of PAN Card of the Firm/Company.
- 9.3** Copy of the Latest Income Tax Return of the Firm/Company.
- 9.4** An undertaking by the bidder in the Firm/Company's letter head is required to be submitted that the agency is not debarred / blacklisted by any PSU and OMDC at any point of time.
- 9.5** The Contractor will be required to sign an agreement within ten days of issue of LOI and commence the work within 15(fifteen) days of issue of LOI. In case the contractor fails to comply with the aforesaid conditions to sign the agreement within stipulated time, OMDC will have right to terminate the contract and forfeit the EMD of the contractor.
- 9.6.** The bidder has to fill up and submit the Declaration Form giving the details as asked for in Annexure-I of the Tender Schedule.
- 9.7** Each page of the Tender Schedule must be sealed & signed by the Bidder as acceptance of the terms and condition before submission; otherwise the Tender will be treated as invalid.

**Sd/-  
BUSINESS HEAD**

## CHAPTER – III

### (GENERAL CONDITION)

#### 1. Definition:

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 performed 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 performed 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 Price Bid format 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 Saurav Abasan, 2<sup>nd</sup> floor, Sector-III, Salt Lake, Kolkata-700 0091

i) **Employer:** Employer means OMDC

j) **Competent Authority:** Competent Authority means Managing Director(MD) or any designated officer by the MD.

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. SECURITY DEPOSIT (SD):

Recovery of security deposit @ 5% of the value of the work done shall be made by the OMDC on the gross value of the running bills of the contractor till successful completion of the job.

The Security Deposit shall be released/settled after successful completion of tendered work and on receipt of clearance certificate from concerned Mines Manager.

### **3. REFUND OF SECURITY DEPOSIT:**

The security deposit shall be refunded to the contractor within 60 days from the date of completion of work on production of certificate from Mines Manager and by the contractor having disbursed all labour payments including all statutory payments. The contractor shall also furnish a certificate from the Head of the Personnel department stating that he has cleared and performed his obligation whatsoever under this contract.

### **4. FAILURE TO COMPLETE THE JOB (PENALTY):-**

i) In case of non performance of the hired equipments to give minimum output in 8 (eight) hour shift or part thereof as indicated in Clause 7(a) under Chapter – II shall be assessed for a quarter and over the shortfall quantity , if any, penalty shall be imposed @ Rs. 5/- per Cum. against the shortfall quantity.

ii) 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 contractor's account. In case of repeated default by the agency the contract may be cancelled

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

The Bids will be evaluated on the basis of rates quoted in the price bid of the bidders who have qualified in the techno-commercial bid. The successful bidder who has quoted lowest rate on cumulative quantity against item 'd' of the price bid will be treated as L-1

### **6. WORKING HOURS:**

The working time at the Mines Head shall be during the working hours between 7 AM to 5 PM on all working days which can be increased after following the procedure . On Sundays/Holidays the job 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 work on Sundays/Holidays.

### **7. OBLIGATION OF THE CONTRACTOR:**

**7.1.** Safety / Protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the contractor to all his entitled workers at its own cost. The contractor 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 contractor fails to provide safety equipment, 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) dues or otherwise.

**7.2**The Contractor shall work as per provision of Mines Act, 1952, Metalliferous Mines Regulations, 1961 & Environment Guidelines issued by the State Pollution Control Board, Orissa & Mining plan approved by IBM .

- 7.3 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 document and specification, OMDC shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. 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 will 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.
- 7.4 The Contractor shall maintain a Log-Book regarding deployment of equipments , running hours, etc. under instruction of the Mines Manager and submit the daily report to the Mines Manager of OMDC.
- 7.5 The Contractor will maintain all the equipments in safe working conditions in compliance to the guidelines issued by the Mines Safety Department and will offer the same for inspection by the Mines Foreman/Engineer of OMDC as and when required.
- 7.6 The Contractor shall abide by all Industrial & Labour Laws applicable to Mines.
- 7.7 The Contractor shall abide by the approved mining scheme by IBM and will not contravene the statutory provisions under various statute.
- 7.8 The Contractor will indemnify OMDC for any loss or damages OMDC may suffer, due to default or negligence in part of the contractor or its employees .

**8. PAYMENT & SETTLEMENT OF BILLS:**

- (i) Payment will be made on monthly basis based on the volume of work done in cubic meter against performance of each equipment as certified by the Mines Manager.
- (ii) The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor.
- (iii) The contractor will submit monthly bill duly certified by the respective Mines Manager to Manager (Finance) of OMDC by 10<sup>th</sup> of succeeding month who will examine and arrangement payment within seven days.

However, if there is delay in arranging payment because of any reason , 75% of the bill value can be released within seven days. The balance 25% of bill value shall be paid within next 15 days time.

(iv) Payment can also be released through RTGS/NEFT on submission of RTGS details. The RTGS form is available in Company's website [www.birdgroup.gov.in](http://www.birdgroup.gov.in).

**9. TAX DEDUCTED AT SOURCES:**

Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.

**10. LEGAL & MISCELLANEOUS OBLIGATION:**

10.1. The Contractor shall report occurrence of all accidents in the Mines including particulars of his employees involved and effect payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities.

In the event of Contractors failure to pay / deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act; 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.

- 10.2. The contractor shall be responsible to comply the provisions under the Mines Act 1952 and the Rules & Regulations framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of mines .Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit ,including termination of the contract.
- 10.3. In the event of the company sustaining any loss by reasons of any damage to any of its property Which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees, the company shall be entitled to recover from the contractor(s) 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.
- 10.4. 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 contractor's behalf.
- 10.5. With regard to execution of this work, the contractor shall abide by the direction of Mines Manager.
- 10.6. The Contractor shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P.Act,1986 & MMDR Act, 1957 & rules/ regulations/guide line framed there under and amended from time to time by the Central Government and mining plan as approved by IBM and the pollution norms stipulated by OSPCB.

**11. FORCE MAJEURE CLAUSE :**

- 11.1. 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, lock-out ,earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the company.
- 11.2 The Contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.
- 11.3 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 exceeding seven days of escalation of above events the contract may be terminated at the discretion of the company.

## **12. ESCALATION /DE -ESCALATION:-**

Escalation/de-escalation will be given on account of change in price of diesel .or rate of minimum wages.

### **12.1) For Diesel:-**

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

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

0.25=weightage for diesel component

$P_r$ = Revised rate of diesel.

$P_d$ =Rate of diesel as on date of receipt of tender

R= Awarded Rate/ $M^3$ (for OB)

### **12.2) For minimum Wages:-**

$$\text{REW}=(0.18*(W_r -W_b)*R)/W_b$$

Where REW=escalation/de-escalation in awarded Rate per Cum. on account of minimum wages of Skilled Worker working above ground for Iron / manganese ore 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 per Cum.

**12.3) i)Revision on a/c of 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.

ii) **Revision on a/c of 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.

## **13. PERFORMANCE BANK GUARANTEE:-**

- i. The agency has to submit an irrecoverable Bank guarantee, drawn on any nationalized bank/scheduled Commercial bank in favor 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 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.

## **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 there under.

### **14. ARBITRATION :-**

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitrator, 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.

### **15.DEVIATION:-**

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any wilful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive.

Any incomplete tender or conditional tender received shall be liable for rejection.

### **16.Modification of Contract:-**

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

**BUSINESS HEAD**

**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 to intensions appears from the subject in context, include it's successors and assigns) of the ONE Part and the Orissa Minerals Development Company Limited, A Govt. of India Enterprise within the meaning of Company's Act,1956 having it's registered office at OMDC Office , AG-104, Second Floor "SAURAV ABASAN", Sector -II, Salt Lake City,Kolkata-700091(therein after referred to as the "Company")Which expression shall, unless contrary to intension appears from the subjects or context , include it's successors and assigns) of the other part.

Whereas Messer's \_\_\_\_\_ a Company incorporated under the company's Act,1956 and carrying 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 mining machinery on hired basis at the mines or premises of the company or 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 Machinery for a period of three years from the date of it's deployment in 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 by non-performance of the machinery (the said first under taking are herein after referred to as the 'undertaking'.)

And whereas under the contract, the contractor is required to furnish 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 in consideration of the promises the Bank has agreed to give this Guarantee on behalf of the contractor in the favour of the Company (OMDC).

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

1. If the machinery supplied 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 / shortfall arising during the Guarantee Period from performance of the machine as per ANNEXTURE-A the bank shall indemnify the company for all losses , 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.
  
2. The bank hereby agrees to the decision of the company to recover the cost arising out of unsatisfactory working of the machine or failure of the contractor in making good at the contractor's own expenses, due to non-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 its officers 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.
  
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 its liabilities, hereunder.
  
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.
  
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 be revoked by the bank prior to that date without the previous consent in writing of the company.

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 discharged of all its liabilities there under. Unless an action to enforce claim under this Guarantee is filed 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 whereof 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**

**PART-I**  
**TECHNO COMMERCIAL BID**  
**Tender Notice No. OMD/10/11-12 Dated: 16.09.11**

1. Name of the Bidder :
2. Address of the Registered office & Branch office, Phone / Fax no. etc. :
3. Status of the Bidder : Ownership / Partnership / Company - Private limited or Public limited (Photocopies of necessary documents to be attached).
4. Infrastructure of the Bidder :
  - (i) Details of equipments to be indicated i.e. make, model, capacity etc. : (Photocopies of necessary documents to be attached).
5. Earnest Money Deposit :
  - (i) DD / PO No. \_\_\_\_\_ Dated \_\_\_\_\_ Amount (Rs)\_\_\_\_\_
  - (ii) Drawn on Bank \_\_\_\_\_ In favour of \_\_\_\_\_
6. PAN Card & Latest IT Return : (Photocopies of necessary documents to be attached)
7. Whether the Bidder has relationship with any of the Company's Directors : \_\_\_\_\_(YES / NO) If YES, please indicate the relationship.
8. Whether the Bidder has visited the site and got fully acquainted with the following :
  - (i) Specified working area \_\_\_\_\_(YES / NO)
  - (ii) Extent of work to be done \_\_\_\_\_(YES / NO)
  - (iii) Labour related local conditions \_\_\_\_\_(YES / NO)
  - (iv) Other relevant local conditions \_\_\_\_\_(YES / NO)

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. Our price bid is based on the basis of our full understanding about the job.

**SIGNATURE OF THE TENDERER  
WITH SEAL**

**PRICE BID**

TENDER NOTICE NO: OMD/10 / 2011-12

DATED: 16.09.2011

<b>NAME OF THE EQUIPMENTS</b>	<b>ALL INCLUSIVE RATE PER CUM. FOR HIRING OF EQUIPMENTS</b>
<b>a)</b> Excavator(0.9M <sup>3</sup> OR 2.1 M <sup>3</sup> bucket Capacity)	<u>a ) In Figures</u> : <b>Rs.</b> _____ <b>Per Cum.</b> <u>In Words</u> : <b>Rupees</b> _____
<b>b)</b> Dumper(10 Ton / 20 Ton Capacity)	<b>b)</b> In Figures <b>Rs.</b> _____ <b>Per Cum</b> <u>In Words</u> : <b>Rupees</b> _____
<b>c)</b> Drilling machine(100mm dia) with Compressor of min 650 cfm.	<b>c)</b> In Figures <b>Rs.</b> _____ <b>Per Cum</b> <u>In Words</u> : <b>Rupees</b> _____
<b>d) Cumulative total per Cum. (a+b+c)</b>	<b>d) In Figures</b> <b>Rs.</b> _____ <b>Per Cum.</b> <b>In Words:</b> <b>Rupees</b> _____

N.B. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

The L<sub>1</sub> Agency shall be selected on the basis of above Quoted rates. The party whose rate is lowest on cumulative quoted rate against item (d) will be treated as L<sub>1</sub>, bidder.

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

(Annexure – I)

**FORM OF TENDER**

**To  
The Business Head  
The Orissa Minerals Dev. Co. Ltd  
Thakurani, Barbil  
Dist – Keonjhar (Orissa)  
Pin – 758035**

**Ref. TENDER NOTICE NO. OMD/10 /2011-12 DT: 16.09.2011**

**Sub:- Supply of equipments on hired basis for 03 (Three) nos. of Excavators ( 0.9M<sup>3</sup> or 2.10M<sup>3</sup> bucket capacity) , 15 Nos of Dumper / Tipper (10 Ton or 20 Ton Capacity) and 03 Nos of Drilling Machine with Compressor of min. cap. 650 cfm (100mm Dia) including POL, Consumables, operators, tools for operations & maintenance of the equipments at the Contractor's cost for development / excavation and transportation of Iron ore and Manganese Ore, Overburden & rejects in OMDC mines, located near Barbil, Dist. Keonjhar, Odisha.**

Dear Sir,

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

I / We further agree to sign and execute all agreements / Bank Guarrantees 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 and bank guarantee deposited / pledged to the company(OMDC).

I/We enclose herewith the required documents.

Yours faithfully,

**Signature of the Tenderer with Seal**

Encl: List of documents

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