

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

CHAPTER – I

TENDER NOTICE

Sealed Tenders are invited from reputed & experienced agencies for the job description mentioned as below at Kolha-Roida Mines of OMDC, Bhadrasahi Iron & Manganese Mines, Barbil, District - Keonjhar (Odisha).

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/ 24 / 11-12 Dated 17.12.2011	SORTING, PICKING, BREAKING, SIZING & STACKING OF 20,000 MT OF LUMP IRON ORE (10-200MM) PER MONTH TO BE RETRIEVED BY MANUAL MEANS FROM THE SUPPLIED R.O.M. AT KOLHA ROIDA MINES i.e. 254.952 H.A., M/s O.M.D.C. LTD., BARBIL, DIST-KEONJHAR, ORISSA.	Date : 10.01.2012 up-to 3.00 P.M.

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 Rs.1,040/- (Rupees one thousand forty only inclusive of OVAT @ 4%) in cash or in form of Demand Draft drawn on any Nationalised Bank payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.gov.in and in such a case, the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice.

BUSINESS HEAD

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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CHAPTER - I

TENDER SCHEDULE

Sealed Tenders are invited from the interested and eligible agencies for carrying out the following works:

1. Job Description:

Sorting, picking, breaking, sizing & stacking of 20,000 MT of Lump Iron Ore of size 10-200mm per Month to be retrieved from the supplied R.O.M. at Kolha Roida Mines i.e. 254.952 ha of Bhadrasahi Iron & Manganese Mines, Roida, OMDC, Barbil.

2. Scope of Work:

- i) Estimated quantity of 20000 MT of Lump Iron ore per month in the size range of (10-200mm) with specified quality will be retrieved from the ROM supplied by OMDC.
- ii) As per estimation, the required numbers of Man-power to be engaged by the agency for the work will be around 350 to 376. The list of above man-power is available with OMDC.
- iii) The agency will ensure stacking of specified quality of Iron ore in geometrical shape as per direction of Mines Manager and the same shall be tested for quality.
- iv) The approved stack will be allowed to be transported to the custodian plot as mentioned for the purpose as per direction of Mines Manager. The quantity will also be ascertained by means of weighment in the OMDC weigh bridge, which shall be the basis for the payment to the agency.
- v) In the event of failure of OMDC for not providing required quantity of ROM for manual sorting, picking, breaking, sizing & stacking of retrieval of contractual quantity of specified Iron ore of 20,000 MT per month; interest-free ad-hoc payment may be released to the agency so as to meet the shortfall towards labour payments based on actual attendance. The entire ad-hoc amount will be recovered from the subsequent bill of the agency, where the quantity of specified quality of Iron ore exceeds 20,000 MT.
- vi) The agency will ensure that reject / waste material arising out of ROM is separately kept as per direction of Mines Manager & no payment will be made to the agency for this waste material.
- vii) The agency will engage their workmen in groups, so that they will perform the above job smoothly.

3. **Period of Contract:** 3 (three) years. This may be extended for a further period of 1 (one) year, subject to satisfactory performance of the contractor.
4. **Date of Commencement of Job:** After obtaining Environment Clearance & Consent to Operate from the SPCB, the agency will be informed by the Business Head in writing to commence the work within the 10 days from the date of service of such notice.
5. **Date of Opening of Tender:** 10 / 01 / 2012 at 3.30 PM.
6. **Period of validity:** The Price quoted by the Tenderer shall remain valid for a minimum period of 120 days from the date of submission of the Tender.

Note: The quantity as mentioned in the Tender Schedule i.e. 20,000 MT per month is indicative; which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made.

7. **Tender Submission - I :** The Tenderer shall submit the Tender in two parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and super scribed with the respective Tender Number.
Earnest Money shall be deposited in the shape of Bank Draft in favour of OMDC, payable at SBI, Barbil and the same is to be put in a separate envelope duly sealed and super scribed with the word “Earnest Money”.
All the three envelopes containing Part - I, Part - II and Earnest Money shall be put in a fourth envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening and addressed to Business Head, OMDC Ltd., At/P.O. Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.
Tender not submitted with EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.
Tenders can be submitted either by post, courier service or deposited in the Tender box in this office. No modification to description of item and unit shall be made.

Tenders not received in prescribed form will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

8. **Tender Submission – II :** Tenders will be received up to 3.00 P.M. on 10.01.2012 and will be opened on the same day at 3.30 P.M. in the presence of Tenderers or their authorized representative who may choose to be present. The Tenderers will be informed about the date & time of the price bid opening in advance by Letter/Fax/Telephone.

Tenderer should also indicate the Bank, Branch and Account No. to which they would like the payment to be credited.

The Management reserves the right to reject any or all the Tenders without assigning any reason whatsoever.

The tender document shall have to be signed by the tenderer in each page & will not alter any condition of the tender failing which the tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

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CHAPTER – II

Terms and Conditions

1. Scope of Work:

- i) Estimated quantity of 20000 MT of Lump Iron ore per month in the size range of (10-200mm) with specified quality will be retrieved from the ROM supplied by OMDC.
- ii) As per estimation, the required numbers of Man-power to be engaged by the agency for the work will be around 350 to 376. The list of above man-power is available with OMDC.
- iii) The agency will ensure stacking of specified quality of Iron ore in geometrical shape as per direction of Mines Manager and the same shall be tested for quality.
- iv) The approved stack will be allowed to transport to the custodian plot mentioned for the purpose & the quantity will also be ascertain by weighment in the company weigh bridge, which shall be the basis for the payment to the agency.
- v) The agency will ensure the sub-grade material analysing upto Fe content of +45% to 58% to be separately stacked which will be removed & preserved in separate stock yard by the company. No payment will be made to the agency for the same.
- vi) The agency will ensure that reject (waste) material arising out of ROM will be separately kept & no payment will be made to the agency.
- vii) The agency will engage their workmen in groups, so that they will for perform the above job smoothly.
- viii) The agency will ensure the following specifications for the retrieval of Iron ore:-
 - a) Physical : **Size** : **10-200mm.**
 Tolerance : **+/- 10%**
 - b) Chemical : **Fe Content** : **+ 58%**
 - Ore having Fe content of 58% and above is to be stacked separately as per direction of Mines Manager.
 - Ore having Fe content below 58% and up to 45% is to be stacked separately as per direction of Mines Manager.
 - Ore having Fe content below 45% is to be stacked separately as per direction of Mines Manager.

Note: The above work are indicative which can be increased or decreased as per requirement of OMDC and accordingly deduction or additional payment may be made on the basis of approved “per ton quoted rate”.

2. Eligibility Criteria For Technical Bid:

In order to qualify in the technical bid, the bidder should submit the following documents along with the tender -

- I. The bidder should possess a minimum of 3 (three) years of experience in carrying out the said job as stipulated in the ‘Scope of Work’.
To this effect, the bidder must submit an experience certificate along with the tender documents. The above experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender.
- II. The annual turnover of the bidder should not be less than Rs.50,00,000/- (Rupees Fifty lacs) only in the preceding 3 (three) years i.e. 2008-09, 2009-10, 2010-11.
- III. Proof of payment made to OMDC towards cost of tender document.
- IV. Earnest money deposit (EMD) of Rs.3,75,000/- (Rupees Three lacs seventy five thousand) only in shape of Demand Draft drawn on any nationalised bank favouring ‘The Orissa Minerals Development Company Limited’, payable at Barbil, Dist-Keonjhar (Odisha).
- V. The tenderer must submit an undertaking in their company/firm’s Letter Head that the agency was not blacklisted/debarred by any PSU or OMDC at any point of time.
- VI. A declaration should be submitted that the bidder has carefully read the all terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender.
Alteration of the Tender document shall lead to rejection of the bid.
- VII. Document relating to Status of the bidder has to be submitted in form of the following –
 - Memorandum & Article of association in case of a Limited Company,
 - Registered Partnership Deed in case of partnership firm and
 - An affidavit in case of a proprietorship firm.
- VIII. Copy of PAN card & Service Tax Registration certificate
- IX. Copy of latest Income Tax certificate.
- X. Copy of Labour License.

Note: Submission of any forge document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the contractor if awarded.

3. **Price Bid** :

Bidders are required to quote a single consolidated Rates per MT based on the minimum achievable target of 20,000MT/month of specified quality of Iron ore.

These rates shall be inclusive of minimum wage rate as notified by Central Govt., Provident Fund, Bonus, Leave Wages, Holiday Wages, Retrenchment Compensation, medical benefit, workmen compensation, third party liability Insurance and any other statutory payments during the tenure of the Contract.

Service Tax shall be quoted separately. Service tax to the Contract as applicable will be reimbursed based on the submission of necessary documentary evidence.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid taking into aggregation of Basic rate & Service Tax.

4. **Work Schedule / Maintenance of Records / Assessment of Work / Weighment Register** :

- i. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating no. of persons to be deployed along with time schedule of deployment. The work schedule is to be drawn in consultation with the OMDC nominated officer and approved by the Business Head, OMDC. The workmen shall be deployed in group of minimum 5 members/workers.
- ii. **Maintenance of Records:** The successful bidder will maintain the records of the works performed, number of people engaged, minimum wage paid and all other statutory benefit paid as per labour law. These records to be inspected by the nominated officer and signed by him. These records will also be inspected and signed by Business Head of OMDC on quarterly basis. In case of irregularity/defect noticed action shall be taken as per applicable law.
- iii. **Assessment of Work :** Stacks of Geometrical (rectangular & square)having clear length, breadth & height will be ensured by the contractor for volumetric assessment of the ore stacked by the workmen which will be recorded in the bound register. Company's surveyor will check the register & verify the stack. Regular sample will be drawn for quality checking by the quality control department.
- iv. **Weighment Register :** A register of weighment has to be maintained by the contractor by entering the daily weighment report after weighment at computerised W/B of their day- to-day transport from the Mine. The register has to be signed by the W/B in-charge & counter signed by the Mines Manager.

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CHAPTER – III

GENERAL CONDITIONS

1. The Tenderer should submit the bid as per the number of man-days mentioned in the 'Scope of Work' for all the categories of jobs.
2. The Tenderer shall visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer will not be liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
3. The rate quoted in the Tender by the Tenderer shall be in figure as well as in words. In case of difference in rates quoted in figures and words, the calculated arithmetical figure arrived at by multiplying rate will be taken as final for evaluation of price. The rate not quoted in both figures and words is liable to be rejected.
4. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will liable for rejection.
5. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 15 days from date of issue of LOI (Letter of Intent).
6. The rates in the Tender shall cover all statutory duties / taxes / levies including Service Tax, E.S.I., third party insurance, etc. as applicable on the date of Tender.
7. Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms and conditions or rates of his Tenders after opening of the Tenders, shall not be entertained under any circumstances.
8. The successful tenderer / agency shall make his own arrangement for all his materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time as per the requirement of tender schedule for both the locations i.e. Thakurani & Roida.
9. The agency shall be liable to issue safety gadgets & ensure proper use of the same by the employees engaged by him. If the agency fails to provide the same at his own cost, the company will provide the safety gadgets and the cost thereof will be recovered from the bills of the agency.

- 10.** The workers of the agency will have to undergo initial medical examination prior to commencement of the job. Further, periodical medical examination has also to be done as per Mines Rule, 1955. Apart from this, medical facility will be extended to the workers of the agency in the central hospital, Thakurani. The cost of the medical expenditure will be recovered from the running monthly bills of the agency.
- 11.** Basic training as required to the workers of the agency will be provided at Group Vocational Training Centre, Thakurani & Roida as per statute.
- 12.** Each worker will have to be issued Identity Card by the agency depicting Name, Designation and all relevant data about his appointment by the agency.
- 13.** The agency shall report immediately to the company every case of epidemic/contagious disease occurring to his workers. Failure to do so will make the agency liable to the company for any expenses or liabilities incurred by such failure.
- 14.** The vehicles to be engaged for the work must be duly registered and fully insured against 3rd party risk and must have fitness certificate, road permit, tax token etc. issued by Road Transport Authorities of Odisha as required. Driver engaged should possess required Valid Driving Licence.
- 15.** The agency shall be liable for all the compensation that may arise for any accident, death, injury, etc. to his workers caused by during the operation of the job. Further, the agency will have to obtain the applicable 3rd party insurance coverage.
- 16.** By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
- 17.** Acceptance of Tender will be intimated to the successful Tenderer by a letter of Acceptance (LOA) to be followed by an Agreement.
- 18.** Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
- 19.** Tenderer will sign along with the seal of the Company on all the pages of Tender documents as token of its acceptance.
- 20.** Statutory & Other Obligation on the part of the Agency :-
 - a.** During the period of the Contract, if any Govt. dues or any other dues under whatever Act/Attachment/Notice related to the agency is received by the Company, the same shall be realised from the Contractor's bill.
 - b.** Taxes, duties, levies etc. including local taxes if imposed by the Local Government bodies on or before the date of the Tender shall be borne by and paid by the Contractor and these should be included in his rates. Any statutory taxes / duties / levies which are levied after the date of the Tender shall be reimbursed to the Tenderer on production of such documentary evidence if applicable to mine.

21. Escalation/De-escalation:-

Escalation / de-escalation will be given on account of change in minimum wages as applicable. The formula given below will be applicable for increase or decrease of rate quoted on per tonne basis.

$$R_f = R_i + \{ [W_r - W_i] * 1.35 * T_w * 26 \} / T_q$$

R_f = Final revised rate after escalation / de escalation in awarded rate per tonne on a/c of minimum wages of workmen working in mines.

R_i = Initial Rate per MT

W_r = Revised Minimum wages of workmen.

W_i = Initial Minimum wages of workmen.

T_w = Average workmen deployed in the month in which the revision in wages is effected.

T_q = Target Quantity per month

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

22. Fringe Benefits : The impact of Fringe Benefits to be borne by contractor as applicable and payable by the contractor to his workmen may be considered by the Tenderers while submitting their offers.

The applicable fringe benefits as per statute depending upon the number of working days a worker has works in a calendar year are as below: -

- | | |
|------------------|---|
| a) P.F. | 13.61% of applicable rate of minimum wages in all cases. |
| b) Bonus | 8.33% |
| c) Leave wages | 4.81% |
| d) Retrenchment | 4.81% |
| e) Holiday wages | 3.20% |

A recovery of 8% towards terminal benefits like Bonus, Retrenchment Compensation, Leave wages, etc., which are payable by the contractor to his workers; will be deducted from the monthly bills of the contractor in order to meet the statutory obligation as and when fallen due.

This withheld amount will be released on the written request of the contractor based upon a separate claim as and when fallen due.

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

24. The work shall have to be executed in a planned manner as per the programme and instructions of the Mines Manager / Engineer In-charge of the work.

25. The contractor shall not engage labourer on his rolls without obtaining license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act'1970 and Rules framed there.

26. The names of all the labourers engaged by the contractor in the Mines are to be entered in Form 'B' Register before commencement of the work. All the labourers employed shall be covered under Workman Compensation Act'1923, as amended from time to time

27. Compliance with Statutes:

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

28. Security Deposit :

The Recovery of Security deposit @ 10% of the value of the work done shall be made by the OMDC on the Gross value of the running monthly bill of the Agency.

The EMD amount of the successful bidders shall be converted to security deposit.

However, at the end of each financial year OMDC may release the amount over and above Rs. 10,00,000/- (Rupees Ten lacs only) from the accumulated security deposit on production of document evidence towards payment of all statutory or other benefits to the workers for annual bonus, payment of leave wages, retrenchment compensation etc.

All the payment towards wages and others statutory dues to the workers of the contractors engaged by are to be made in the presence of the concerned engineer in charge or his authorised representatives and the representatives of the personnel department.

The payment sheets shall have to be countersigned by the concerned engineer in charge or his authorised representatives and the representatives of the personnel department in support of witnessing the payment process.

29. The security deposit shall be refunded to the contractor within 90 days from the date of completion/termination of contract on production of certificate from Head of Personnel Department that the contractor has performed his obligation whatsoever under this contract.

30. Default:

The performance of contractor will be considered unsatisfactory if :-

- a) The contractor does not attend the work as per contract
- b) The contractor does not carry out the instruction of the concerned Engineer In charge.
- c) The contractor is found consistently irregular in reporting to concern authorities.
- d) The contractor incurs loss to the company in any of the activities.
- e) The contractor does not maintain discipline at the work.

31. Penalty / Forfeiture etc:

- (i) The company shall have liberty to deduct and appropriate from Security deposit such penalties towards default as may be payable by the contractor as per this contract. In case of termination of the contract by the contractor, the company shall have right to forfeit the Security Deposit and / or EMD.
- (ii) If the contract work is found unsatisfactory, the company reserves the right to get the work done from the market at the risk of cost of the contractor. The amount spent shall be recovered from the contractor's bill, security deposit retained by the company.

32. Terms of Payment:

Payment shall be made on the basis per MT of specified quality of material based on the following :-

- a) Tonnage report of despatch from OMDC electronic weighbridge duly certified by the Weighbridge in-charge and Mines Manager.
- b) Physical & Chemical analysis report duly certified by the Quality Control in- charge.
- c) Monthly bills in triplicate along with the above certificate at (a) & (b), Service tax registration number, Work order number and P.F. deduction statement duly certified by the Personnel department.
- d) In case there is no despatch, the agency will raise provisional bill against volumetric stock assessment certified by the surveyor. The agency may be considered to release an amount not exceeding payment due to the workmen from the outstanding dues of the agency which shall be the absolute discretion of the Business Head.

After necessary verification, the Head of the Personnel department shall forward the monthly bill to Finance Department for consideration of payment.

Note: Submission of P.F. deduction statement is a must for acceptance of bill.

33. Schedule of Payment : Within 30 days from the date of submission of bill. If in any case processing of release of payment is delayed whatever reason, (80%) Eighty percent of the bill value may be considered as ad-hoc payment.

34. Tax deduction at Source: Income tax and other taxes including surcharge and Cess 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.

35. Modification of Contract: The Company reserves the right to make any modification / alternation in the condition as mentioned in the Tender at the time of signing the agreement with the successful bidders.

36. Exit Clause: Both the parties have right to exit from this contract/agreement by serving notice in writing of at least ninety days. However, they will continue to liable for the work done during the contract period even after contract period in case of non observance of any statutory law / guideline, if the company is held responsible by any authority, the contractor

will indemnify the company which may forfeit the security deposit/EMD if the liabilities are not met by the contractor.

37. Arbitration: Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director of the Orissa Minerals Development Company Limited, Sourav Abasan, 2nd Floor, AG – 104, Sector – II, Salt Lake City, Kolkata – 700091 and his decision in the matter will be final and binding on the contractor and company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rule made there under as amended time to time.

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

38. The Company reserves the right to cancel the Tender without assigning any reason whatsoever during any time of the processing of Tender.

39. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the contractor without any claim of loss by the contractor.

40. Force Majeure Clause :

(i) If at any time during the continuance of the contract , the performance in whole or in part by either party or any obligations under the contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine, restrictions and Acts of God (hereinafter referred to as 'Events') and provide notice of the happening of any of the above mentioned Events duly certified by Indian Chamber of Commerce is given by either party to other within twenty-one (21) days from the date of occurrence thereof, the Employer shall have the right by reason of such Events to terminate the contract without however, affecting the right to any claim for damages on the contractors in respect of such non performance or delay in performance. However, in the event of the employer having agreed, the works under the contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both parties be prevented from fulfilling their contractual obligations by state of force majeure lasting continuously for a period of at least Six (6) months and the employer not having terminated the contracted by that time, the two parties should consult each other regarding the further implementation of the contract. If no mutually satisfactory agreement is arrived at with in a period of three (3) months from the expiry of Six (6) months referred to above, the contract shall be deemed to have expired at the end of three (3) months referred to above. The above mentioned expiry of the contract will imply that both the parties have obligation to reach an agreement regarding the winning up and financial settlement of the contract.

(ii) The above mentioned force majeure events shall not include constraints which could prudently be foreseen like shortage of power, non availability of Raw materials, difficulties in making transport agreements etc.

(iii) The above mentioned Force Majeure Events shall not also include similar events happening in the works of the sub- contractors / suppliers etc of the contractor.

SIGNATURE OF THE TENDERER WITH SEAL

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PART-I

TECHNO-COMMERCIAL BID : CHECK LIST

Ref: TENDER NOTICE NO: OMD/ 24 /11-12

DT. 17.12.2011

1	Name & Address of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
		<i>Please tick (✓) mark as applicable</i>	<i>Enclosed</i> <i>Not Enclosed</i>
3	EMD		
4	Cost of Tender document		
5	Experience Certificate		
6	Undertaking regarding blacklisting / debarment by any PSU		
7	Documents in support of Minimum Turnover of Rs. 50,00,000/- per annum.		
8	Documents in support of 'Status' of the Bidder. (Partnership deed / Memorandum of Association & Article of Association / Affidavit, etc.)		
9	Copy of Pan Card & Service Tax Regn. No.		
10	Copy of Service Tax Regn. No.		
11	Copy of Labour License		
12	Copy of Latest Income Tax Return		
13	Copy of PF Registration Certificate with PF code		
14	A declaration to be submitted that the bidder has carefully read all terms and conditions of the Tender document and he is fully satisfied and accepted all terms and condition of the Tender.		

CERTIFICATE TO BE GIVEN BY THE TENDERER :

Certified that the above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found 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 & DATE**

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PART- II

PRICE BID

Ref: TENDER NOTICE NO: OMD/ 24 /11-12

DT. 17.12.2011

1. Name & Address Of The Bidder : _____

2. Rate Quoted :

JOB DESCRIPTION		RATE PER MT (RS.)
SORTING, PICKING, BREAKING, SIZING & STACKING OF 20,000 MT OF LUMP IRON ORE (10-200MM) PER MONTH TO BE RETRIEVED BY MANUAL MEANS FROM THE SUPPLIED R.O.M. AT KOLHA ROIDA MINES i.e. 254.952 H.A., M/s O.M.D.C. LTD., BARBIL, DIST-KEONJHAR, ORISSA.		
	Add : SERVICE TAX	
GRAND TOTAL		

(In words – Rupees only.)

Note -

1. The L-1 offer will be evaluated by taking the above quoted Grand Total Value into consideration.
2. Service Tax as applicable is to be quoted separately as per the above format. The same will be reimbursed on submission of required & valid documents.

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

UNDERTAKING

To
Business Head
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via – Barbil – 758 035
Dist. Keonjhar (Orissa)

Ref: TENDER NOTICE NO. OMD/24/2011 - 12

DT: 17.12.2011

Sub: SORTING, PICKING, BREAKING, SIZING & STACKING OF 20,000 MT OF LUMP IRON ORE (10-200MM) PER MONTH TO BE RETRIEVED BY MANUAL MEANS FROM THE SUPPLIED R.O.M. AT KOLHA ROIDA MINES i.e. 254.952 H.A., M/s O.M.D.C. LTD., BARBIL, DIST-KEONJHAR, ORISSA.

In response to the tender invited by you I/we examined the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction 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 company.

I/we enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.
i) Tender Schedule
ii) Part-I Techno Commercial Bid
iii) Part-II Price Bid.