

TENDER DOCUMENT

FOR

**PURCHASE OF TABLE TOP ENERGY DISPERSIVE X-RAY
FLUORESCENCE SPECTROMETER WITH ACCESSORIES
FOR THAKURANI IRON & MANGANESE MINES.**

TENDER NOTICE NO.OMD/36/10-11, Dt.09.02.2011

THE ORISSA MINERALS DEVELOPMENT CO. LIMITED
(A GOVT. OF INDIA ENTERPRISES)

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

MINES OFFICE:
AT/PO: THAKURANI
VIA.: BARBIL, DIST.: KEONJHAR
ORISSA – 758035
TEL. NO.- 06767-275218,275530,275379

(COST OF TENDER PAPER – RS.1,040.00 INCLUSIVE OF VAT)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

I N D E X

SL. NO.	CONTENTS	PAGE NUMBER
1	Tender Call Notice	
2	Purchase of Tender Document	
3	Section-I (Invitation for the Bids)	
4	Section-II (Technical Specifications)	
5	Section-III (Instructions to Bidders)	
6	Section-IV (General conditions of contract)	
7	Section-V (Annexure A-H) Formats for Bid Submission.	

OMDC

Signature & Seal of Bidder

THE ORISSA MINERALS DEVELOPMENT CO. LIMITED
(A GOVT. OF INDIA ENTERPRISES)

HEAD OFFICE:

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

MINES OFFICE:

AT/PO: THAKURANI
VIA.: BARBIL, DIST.: KEONJHAR
ORISSA – 758035
TEL. NO.- 06767-275218,275530,275379

Ref. No. Tender Notice No. OMD/36/10-11

Date : 09.02.11

GLOBAL / OPEN TENDER NOTICE

Sub: Tender for Purchase of Compact Top Energy Dispersive X-Ray
Fluorescence Spectrometer with Accessories for Iron & Mn. Ore.

1. Sealed tenders are invited from the reputed Indian/Foreign Manufacturers or their authorized distributors/Agents (where manufacture as a matter of policy is not quoting directly) for supply of Compact Table Top Energy Dispersive X-Ray Fluorescence Spectrometer with Accessories for our Iron & Manganese ore mines at Thakurani and Roida .
2. Interested Bidders may obtain tender documents from the office of the Sr. Manager (Finance), OMDC Ltd., At/Po: Thakurani, Via.-Barbil, Dist.: Keonjhar (Orissa) or from the office of the Dy. Manager (Finance), H.O., AG-104, Sourav Abasan, Sector – II, Salt Lake City, Kolkata – 700 091 on any working day in between 9.00 AM to 4.00 PM except Sundays and Holidays on payment of Rs.1000/-(Rupees one thousand) only either deposit of cash in OMDC Cash Counter or in shape of account payee Demand Draft/Pay Order from any nationalized Bank drawn in favour of “The Orissa Minerals Development Company Limited” payable at Barbil..
3. Tender document can also be downloaded from the website of OMDC www.birdgroup.gov.in or from NIC portal. In that case an account payee Demand Draft/Pay Order from any Nationalised bank for Rs.1000/-(Rupees one thousand) only drawn in favour of “The Orissa Minerals Development Company Limited”, payable at Barbil towards the cost of tender document shall be submitted along with the Technical bid format.
4. Earnest Money of Rs.3.00Lac (Rupees three lac) only drawn in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED”, payable at Barbil shall be submitted along with the Technical bid format.
5. Tenders submitted otherwise than in the manner prescribed in the tender document shall stand rejected.
6. Tender not accompanied with “Document Fee” and “EMD Amount” as prescribed in the tender document is liable for rejection.

7. The Demand Draft/Pay Order towards “Document Fee” / “EMD Amount” shall be purchased in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED”, payable at Barbil on any Nationalized bank i.e. SBI, BOI or BOB etc.
8. Date of selling of Tender document from Date: 14.02.2011 to 10.03.2011 on official hour.
9. Last date of issue of tender document is up to 3.00P.M of date 10.03.2011
10. Last date of receipt of tender is up to 3.30 P.M on or before 12.03.2011 (Late bids will not be accepted).
11. Date & Time of opening of Technical bid at 4.00PM on 12.03.2011.
12. The Management reserves the right to accept/reject any or all the tender without assigning any reason thereof and also doesn't bind him to accept the lowest bid. Management will not be responsible for any postal delay for submission of tender document.
13. Address: Sr. Manager (Finance), The Orissa Minerals Development Company Limited, At/Po: Thakurani, Via: Barbil, Dist.: Keonjhar, Orissa – 758 035.

DY. GENERAL MANAGER (I/C)
OMDC LIMITED

PURCHASE OF TENDER DOCUMENT

1. **For Indian Bidders** : Indian bidders may purchase the tender document containing detail specification of the item with terms and conditions from the office of the Sr. Manager (Finance), OMDC Ltd., Thakurani, Via.: Barbil, Dist.: Keonjhar, Orissa – 758035 or from the office of the Dy. Manager (Finance), H.O., AG-104, Sourav Abasan, Sector – II, Salt Lake City, Kolkata – 700 091 on any working day on payment of Rs.1040.00 (Rupees one thousand forty only) towards the cost of tender document either deposit of cash in OMDC Cash Counter or in the form of demand draft drawn in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED” payable on any Nationalized bank at Barbil i.e. State Bank of India, Bank of India, Bank of Baroda, Andhra Bank, Allahabad Bank, UCO Bank, & PNB etc.
2. **For Foreign Bidders**: Foreign bidders may get the tender documents on payment of Rs.1040.00 (Rupees one thousand forty only) towards the cost of tender documents equivalent in EURO/USA dollar by demand draft in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED” payable on any Nationalized Bank i.e. State Bank of India, Bank of India, Bank of Baroda, Andhra Bank, Allahabad Bank, UCO Bank & PNB etc. which shall be submitted along with tender documents.
3. Tender documents can also be down loaded from our website: www.birdgroup.gov.in or [NIC portal](#).
4. Tender documents are not transferable and the cost of the tender documents is not refundable.
5. Brief Description of the Product: Compact Table Top Energy Dispersive X-Ray Fluorescence Spectrometer with Accessories for our Iron and Manganese Ore mines at Thakurani & Roida.
6. Date of selling of Tender document from Date: 14.02.2011 to 10.03.2011 on official hour.
7. Last date of issue of tender document is up to 3.00P.M of date 10.03.2011
8. Last date of receipt of tender is up to 3.30 P.M on or before 12.03.2011 (Late bids will not be accepted).
9. Date & Time of opening of Technical bid at 4.00PM on 12.03.2011.

DY. GENERAL MANAGER (I/C)
OMDC LIMITED

For Indian Bidders and Indian Agents

- (a) Certificate of Registration of Firm
- (b) Authorization letter from the manufacturer/bidder to quote and submit tender.
- (c) Certificate of authorized distributorship/dealership/retailer ship from the bidders / manufacturers.
- (d) Certificate of Value Added Tax /Central Sales Tax/Local Sales Tax Registration number.
- (e) Authorized Service provider certificate from the bidder/manufacturer only.
- (f) Photo copy of warranty agreement between the bidder and the service provider.
- (g) Duly attested photo copy of certificate of compulsory enlistment of Indian agents of Foreign Principals with DGS&D when quoting on their behalf, if the equipment falls in the category of restricted list of the Export and Import Policy of Govt. of India, date of enlistment must be before the date of opening of bid.

Commercial Terms

- (a) Percentage rate of Value Added Tax/Central Sales Tax/Local Sales Tax, Octroi, Freight and forwarding charges, handling charges, loading and unloading charges and any other tax/charge as applicable should be clearly mentioned. The offer indicating “Taxes as applicable” or “Taxes inclusive “may be rejected.
- (b) Validity period of quotation.
- (c) Delivery Period.
- (d) Payment terms
- (e) Warranty
- (f) Training of personnel in India.
- (g) Discount.
- (h) Terms of delivery
- (i) Post warranty AMC
- (j) Performance Bank Guarantee
- (k) Liquidated damage
- (l) Percentage of agency commission in case of import.
- (m) Confirm that all bank charges outside India will be borne by the beneficiary in case of amendment is emanating from the beneficiary after opening of L/C.
- (n) Gateway Airport/Port in case of shipment from abroad.
- (o) Beneficiary bank and number in case of import.

OMDC

Signature & Seal of Bidder

1. Financial Bid should consist of :

Basic Price in case of Indigenous supply.
CIF in case of import.

Commercial Terms

- (a) Percentage rate of Value Added Tax/Central Sales Tax/Local Sales Tax, Octroi, Freight and forwarding charges, handling charges, loading and unloading charges and any other tax/charge as applicable should be clearly mentioned. The offer including “Taxes as applicable” or “Taxes inclusive” may be rejected.
- (b) Validity period of quotation.
- (c) Delivery Period.
- (d) Payment terms
- (e) Warranty
- (f) Training of personnel in India.
- (g) Discount
- (h) Terms of delivery
- (i) Post warranty AMC
- (j) Performance Bank Guarantee
- (k) Liquidated damage
- (l) Percentage of agency commission in case of import.
- (m) Confirm that all bank charges outside India will be borne by the beneficiary in case of amendment is emanating from the beneficiary after opening of L/C.
- (n) Gateway Airport/Port in case of shipment from abroad.
- (o) Beneficiary bank and number in case of import.

The bids complete in all respects from the venders must reach at the Office of the Sr. Manager (Finance), OMDC Ltd., At/Po: Thakurani, Via.: Barbil, Dist.: Keonjhar Orissa - 758035 on the due time and date of submission of tenders.

The technical bid will be opened in OMDC in the presence of bidders (only one representative of the firm) who are willing to participate in the tender opening and whose earnest money deposit is in order. The Technical Bid will be opened even if the representative of the bidders are not present. If the date of submission and opening of tenders is declared holiday by the State/Central Govt. on any account, the tenders may be submitted on the next day at the same time and will be opened the next day at the same time mentioned as above in the tender documents.

OMDC LTD.

Signature & Seal of Bidder

SECTION - II

Details Specifications for Table top EDXRF Spectrometer

General : The EDXRF should be computerized, microprocessor based table top type capable of analyzing from sodium to uranium in qualitative, quantitative and standard-less modes. The EDXRF should be able to measure samples in powers, liquids, solids, slurries etc. It should conform to various safety regulatory norms. Certificates of conformation to norms should be enclosed with the offer. The unit should be able to undertake chemical analysis of the primary elements/oxides etc.

a) Pig Iron sample analysis for Silicon, Manganese, Sulphur & Phosphorous

b) Analysis of BF slag for Cao, Mgo, Sio₂, Al₂O₃, Feo

c) Proximate & Ultimate analysis of Coke and Coal. and

d) Analysis of Fluxes, Limestone, Dolomite, Quartzite, Serpentine etc.

Elemental range : Sodium (atomic no.11) to uranium (at no.92)

X-ray source: Generator (Computer x-ray generator. Tube (Rhodium anode: X-ray power minimum 9 watts, voltage 30 KV, No. external cooling for x-ray tube)

Detector: High resolution Si drift detector or equivalent. It should be Si(Li) type preferably cooled by Peltier chip. Minimum resolution 150eV

Sample changer : The EDXRF should be quoted with a minimum 12 position sample loader with spinning facility.

Sample spinner : It should be equipped with a sample spinner to remove inhomogeneity in the sample.

Filters: Suitable primary beam filters to be quoted to remove effect of spectral impurity.

Sample size: solids 27 to 40 mm diameter. Smaller diameter facility should also be quoted if available.

Liquid sample: Vendors to quote all liquid sample accessories like helium flushing device and liquid sample cups, necessary foils of various types etc.

Analysis medium: Medium should be air for solid samples and helium for liquids.

Software: It should be loaded on to an IBM compatible PC and be capable of carrying out qualitative, quantitative and standard-less analysis for metals and alloys. Licensed software must be provided on a CD.

Software should have facility to be loaded additionally in a stand alone separate computer for off line calibration and spectra processing. It should have matrix correction, alpha correction, line overlap correction, ratio channel, background correction methods and de-convolution of the energy spectra built into the basic software etc.

It should have all provisions for setting up standard samples and in-built self diagnostics and maintenance remotely by telephone lines. All necessary hardware and software must be quoted.

PC System: It should be possible to connect and control the EDXRF through a stand alone computer. The PC should be latest with minimum Pentium-D processor, with 2.4 GHz speed, 1 GB RAM, 1.44" FDD, Minimum 160 GB HDD, 52X CD-RW drive, 19" color LCD monitor, Mouse, Key board, Modem, Graphics display card. Latest colour laser printer to be offered.

UPS: 15 KVA for both XRF and PC systems.

Spares: Spares and consumables for 5 years of operation.

Documentary evidence: Technical specification sheet, user manual, service manual, software manual must be submitted in support of technical specification.

Sample preparation dence : The bidder should provide sample preparation dences appropriate to the EDXRF quoted.

Warranty: Minimum 3 years.

Standard sample: Five different standards of each sample for iron ore, aluminium ore, phosphate, chromites, silica, limestone, dolomite, and magnesite and Pig Iron etc. should be supplied along with instrument.

List of organization to whom supplied: The list of organization (Including address & Contact number) to whom the equipment table top EDXRF Spectrometer has been supplied is to be attached.

Training: A specific periodical training on the instrument is to be included. Any additional infrastructure facilities are to be mentioned. The supplier should arrange for training of our personal in phased manner at its own cost. They can also provide their own training schedule if any.

OMDC

Signature & Seal of Bidder

SECTION - III

Instruction to Bidders.

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

Supply, installation, testing, commissioning, demonstration, and training in the usage of the equipment.

(2) Bidders

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

(3) Qualification criteria/Eligible bidders.

- (a) This invitation of bid is opened to all leading Indian/Foreign Manufacturers of their authorized Indian Distributor/Agents for the supply of the equipments as mentioned in the documents.
- (b) Copies of valid Sales Tax/ VAT Registration Certificate, Income Tax Clearance Certificate, Sales Tax Registration Number, Proof of manufacturing Unit/Dealership, Manufacturers authorization form and two supply orders of similar type of equipment preferably to Govt. organizations.

(4) Cost of Bidding.

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

(5) Content of Bidding Documents.

The bidding documents include:

- (a) Section - I: Invitation for the Bids.
 - (b) Section – II: Technical specifications
 - (c) Section – III: Instructions to Bidders
 - (d) Section – IV: General conditions of the Contract.
 - (e) Section – V: Annexure/Formats for Bid Submission.
- (6) The Bidder is expected to examine all instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be the bidder’s risk and may result in rejection of its bid.
- (7) Amendment of Bidding Documents.**
- (a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
 - (b) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

- (c) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

(8) **Preparation of Bids.**

- (a) The bid prepared by the Bidder, as well as all correspondence and documents pertaining to the bid exchanged by the Bidder and the Purchaser will be written in English languages.
- (b) The bidders should enclose the following documents as MODEL RESPONSE FORMAT along with the bid :
- i) Standing of each Bidder Manufacturer/Dealer/Authorized Agent and past experience in supply and performance of similar equipment(s) (certificate to be enclosed).
 - ii) List of other Govt. Departments/Public Sector Units for which the bidder has supplied the similar equipments.
 - iii) Details of PAN and latest Income Tax clearance certificate.
 - iv) Manufacturer's Authorization form.

(9) **Bid**

- (a) The Bid shall comprise 1. Techno-Commercial Bid and 2. Financial Bid. Since all the items are under Two Bid Tender System, quotation/offer should be submitted in two separate envelopes containing Techno- Commercial Bid and Financial Bid and these must be put in one envelope.
- (b) The outer cover containing the offer/quote should be super scribed with our Tender No. due date and date of opening of tender.
- (c) The Techno-Commercial offers must contain the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with commercial terms and conditions, compliance statement of specifications and Compliance statement of tender terms and conditions and the required amount of EMD.
- (d) Request for extension of submission and opening date of Bids will not be considered.

- (10) Conditional Bids will be treated as non-responsive and will not be considered.

(11) **Prices.**

Item wise price should be quoted for each component wherever required.

- (a) For Imported supplies: The prices shall be quoted in CIF value up to KOLKATA International Gate Way Airport of the Shipping Country. The prices should include all the charges up to the Kolkata Airport. However, the charges like Ex-Works Price, Packing & Forwarding, Documentation and Freight should also be mentioned separately for our estimation purposes.
- (b) For Indigenous supplies: For indigenous/local supplies, the prices should be FOR at OMDC, Thakurani/Roida inclusive of packing, forwarding, installation and commissioning charges etc. If Ex-works/Godown prices are quoted then packing, forwarding, excise duty, customs duty, documentation, freight and insurance charges must be specifically mentioned separately. Sales Tax/other Govt. levies will be paid at actual and the prevailing rates of Excise duty and sales tax etc. may be mentioned separately.
- (c) Sales Tax: We are eligible to issue Sales Tax form-C if required.
- (d) In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.
- (e) All Foreign Bank charges are to be borne by the beneficiary.
- (f) The vague terms like "Packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

(12) **Earnest Money Deposit**

The tenderer has to submit a sum of Rs.3.00 lakh in shape of Demand Draft drawn in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED” payable on any Nationalized bank at Barbil i.e. State Bank of India, Bank of India, Bank of Baroda, Andhra Bank, Allahabad Bank, UCO Bank, & PNB etc. The EMD of unsuccessful bidder shall be refunded as early as possible. The EMD of successful bidder shall be converted into Security Deposit (Interest Free) which will be refunded after successful completion of order and warranty obligation.

(13) **Reasonability of Prices**

- (a) Please quote best minimum prices applicable for a premier Government Organization leaving no scope for any further negotiations on prices.
- (b) The bidder should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to OMDC to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later.
- (c) Copies of at least last two supply orders received from other Iron and Manganese Ore mines or details of last two supplies made to other Government organizations preferably in India for the same item/model may be submitted with the offer giving reasons of price difference of their supply order and those quoted to us, if any.
- (d) The party must give details of identical or similar equipments, if any, supplied to any Central Government Research Laboratory (India) during last three years along with the final price paid and performance certificate from them.

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

- (a) Bids shall remain valid for a minimum period of six months after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- (b) In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause-12. shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify the bid.

(15) **Submission of Bids**

- (a) The envelope containing 1. Techno-Commercial Bid along with EMD and 2. Financial Bid (in two separate envelopes) shall be addressed to The Sr. Manager (Finance), OMDC Ltd., At/Po: Thakurani, Via.: Barbil, Dist.: Keonjhar, Orissa – 758035 and shall indicate tender number and due date.
- (b) The inner envelope of Techno-Commercial bid shall indicate the name and address of the bidder, tender number due date and contents i.e. Bid along with EMD.
- (c) If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

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

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

(17) **Late/Delayed Bids**

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

(18) Modifications and Withdrawal of Bids

- (a) The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- (b) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- (c) No bid shall be modified subsequent to the deadline for submission of bids.
- (d) No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 12.

(19) Bid opening and evaluation of Bids

- (a) The purchaser will open all the Techno-commercial bids, so received before dead line in the presence of bidders representatives, who choose to attend, at the time, on the date and at the place specified in the "Invitation for Bids". The bidder or bidders representatives present there shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for OMDC, the bids shall be opened at the appointed time and location on the next working day.

(20) Clarification of Bids

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

(21) Evaluation and Comparison of Bids.

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

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

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

(23) Award Criteria

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

(24) Notification of Award

- (a) Prior to the expiration of the period of validity, the purchaser will notify the successful bidder in writing by letter or by Fax, or by e-mail to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract.

(25) Factors affecting the Award of Contract

- (a) The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.
- (b) Conformity with the request for Bid/Tender required and conditions
- (c) The assessment based on the response to Model Response Outline
- (d) The assessment of the capability of the bidder to meet the terms and conditions.
- (e) The bidders should have executed similar orders, for which the bidder is quoting, as indicated in Section-I(Clause.1 (c.) & (e) for Govt./Semi Govt./Autonomous Organization.
- (f) The cost and the discount offered, if any. Conditional discount will not be considered.
- (g) All other things equal, preference will be given to the established well known manufacturers of high quality directly selling to the purchaser.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

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

- (a) "The Order" means the agreement entered into between the Purchase and the Supplier including all the attachments and appendices referred to and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means the equipments accessories and Drawing & Operating Manual which the supplier is required to supply to the Purchaser under the contract.
- (d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance training and other obligations of the supplier covered under the contract .
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the goods i.e. The Dy. General Manager (I/C), The Orissa Minerals Development Company Limited, At/PO. Thakurani, Via: Barbil, Dist.Keonjhar, Orissa and shall indicate tender number and due date.
- (g) "The Purchaser's Country" is India.
- (h) "The Supplier" means the individual or firm supplying the goods and services under this contract.
- (i) "Day" means calendar day.
- (j) "Supply" means Supply, Installation, Testing, Commissioning, demonstration and impartation of the training on the scientific equipment supplied.

2. **Application.**

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

3. **Standards**

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

4. **Use of Contract Documents and Information.**

- (a) The supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- (b) The supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the contract.
- (c) Any document, other than the contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5. **Patent Rights.**

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

6. **ANNUAL MAINTENANCE CHARGES**

The bidder must mention in the quotation the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention.

7. **SPECIFICATION**

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

8. **COMPLIANCE STATEMENT**

Bidders must furnish a Compliance Statement of each and every required Technical Specification of our tender in the format given at Annexure-B. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.

9. **PERIOD AND MODE OF DELIVERY**

The delivery period is the essence of supply; hence it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation. Normally, delivery period shall not be extended. In an exceptional circumstance, it may be extended on bonafide request and L/C extension charges should be borne by the supplier.

10. **PERFORMANCE BANK GUARANTEE**

All the successful bidders will have to submit the Performance Bank Guarantee for required amount as per payment terms mentioned at Clause 11 of GCC below except where supplier opts for release of amount equivalent to PBG in part. The PBG format shall be provided to the successful bidder later on along with the purchase order.

11. **PAMENT CONDITIONS.**

FOR INDIGENEOUS SUPPLIES:

Payment on Bill basis after supply : For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at OMDC and after certification by our technical experts. However, supplier will be required to submit performance bank guarantee for 10% amount of the total value of equipment, after supply of the material, valid till 60 days after the expiry of warranty period from the date of installation & commissioning.

FOR IMPORT

The payment against imports of items shall be made with the following options. The quoting party must confirm one of the options in the quotation failing which, the option at Sl.No.. 'a' will be applicable.

- (a) L/C will be opened for 90% of the total order value which shall be released on presentation of complete shipping documents and remaining 10% payment will be paid through DD/TT after satisfactory installation / demonstration /commissioning and on submission of PBG for 10% of the total order value which should remain valid till sixty days after the expiry of warranty period from the date of satisfactory installation.
- (b) 100% of the L/C amount shall be released on presentation of complete shipping documents provided the party submits along with the order acceptance/acknowledgement, a Performance Bank Guarantee for 20% of CIF value through an Indian/Scheduled Bank. The Bank Guarantee should remain valid till completion of warranty period.

12. **COMMENCEMENT OF WARRANTY PERIOD**

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

13. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.

14. **INSTALLATION:**

The equipment should be installed/commissioned and demonstrated by the supplier at the lab immediately but in any case within one month after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical personnel who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

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

15. **GUARANTEE/WARRANTY**

The equipment/instrument must be guaranteed/warranted for a period of at least three years, if not specifically mentioned other wise in the specifications sheet, from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the lab. Or at site of the supplier for which “to and fro” expenses will be borne by the supplier.

16. **SPARE PARTS**

Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least ten years from the date of supply.

17. **AFTER SALES SERVICES**

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

18. **INSPECTION.**

- (a) The inspection of the system will be done by our technical personnel in the presence of Firm's representative.
- (b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab.of OMDC Or CIF basis till satisfactory installation of the system.
- (c) The supplier should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which, they will be responsible for the losses. After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the purchaser to ascertain the date of arrival of consignment.

19. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE**

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

20. **USERS LIST**

- (a) The list of users specifically for the same model/make of the quoted item (not the list of general users) along with the complete name, address and contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them.
- (b) If you have supplied identical or similar equipment to other Central Government Research Laboratory, IRON/MANGANESE Mines the details of such supplies for the preceding three years shall be given together with the prices finally paid.

21. **PENALTY CLAUSE FOR LATE DELIVERY AND LATE INSTALLATION.**

- (a) Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.
- (b) In case of delay in supply on part of the supplier, a penalty @ 0.5% per week of Order/CIF value will be charged for delayed period subject to maximum of 5%.
- (c) If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the OMDC shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such supplier.
- (d) The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

22. **TRAINING:** Our technical persons should be trained by the supplier at the project site free of cost within seven days from the date of installation.

23. **VALIDITY OF OFFER:** The prices must be valid at least for a period of six months from the date of opening of the tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.
24. **DELETION OF NAME:** Names of bidders, backing out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them of any.
25. **LATE/DELAYED/QUOTATION:** Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
26. **ACCEPTANCE OR REJECTION OF OFFER :** OMDC reserves the right to accept or reject any quotation/tender in part or full without assigning any reason thereof.
27. **FORCE MAJEURE :** The supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
28. **DISPUTE SETTLEMENT :** In case of any disputes or differences arising out of this contract, the decision of Chairman, OMDC shall be final and binding on both the parties.
29. **JURISDICTION :** Any dispute or differences arising out of or in connection with this deal shall be subject to the exclusive Jurisdiction of the Hon'ble Court of Barbil only and no other Court.
30. Goods should not be dispatched until firm purchase order is received by the successful bidder.
31. Proper Law of the Contract (PLC) will be the relevant Indian Laws on the subject. Languages of the Contract/Supply Order, Judicial Proceedings, if any, Arbitration Proceedings, Conciliation Proceedings etc. will be English only.
32. **Responsibility :** The responsibility lies with the successful bidder, if any damage or loss to the property of OMDC occurs while undertaking and executing the contract.
33. **Shortage of Supplies :** Successful bidders will have to make the good the shortages, if any, which is revealed after opening the packages. The part(s) of equipment, which are spoiled/damaged during transit due to faulty packing will have to be replaced by the successful bidders. The replaced product should have warranty for workmanship, performance and service for a minimum period of 36 months from the date of acceptance of replacement of spares/parts during the warranty period. The replacement should be done free of all costs including to and fro freight, packing, forwarding and insurance charges.

34. **Defects Liability Period:** 12 months from the date of virtual completion, installation and commissioning of the equipment as certified by OMDC.
35. **Patent Indemnity :** The successful Bidder shall defend at its own expense any suit or action brought against OMDC based on a claim that any individual piece of the equipment designed and supplied by the successful bidder, constitutes direct infringement of any patent claim. The successful bidder shall also pay all costs and damages awarded therein against OMDC. The foregoing sets the entire liability of the successful bidder with regard to patent infringement.
36. **Damaged & Unaccepted Supply:** Items supplied are subject to inspection and acceptance by OMDC. The material found to be damaged and declared rejected should be collected by the successful bidder at his own risk and costs within 20 days from the date of intimation by OMDC, otherwise ground rent will be charged.
37. **FREIGHT:** The mode of dispatch should be Ocean Freight/Air Freight preferably by Air India Flight and on freight "Paid" basis only. Please indicate the approximate Air Freight charges for Kolkata Air Port, India for our calculation purpose. All the documents are to be made in favour of the Dy. General Manager, The Orissa Minerals Development Company Limited, At/PO. Thakurani, Via.: Barbil, Dist.Keonjhar, Orissa and forwarded to our Banker (State Bank of India, Barbil).
38. **Mode of Dispatch:** By Air/Sea in case of Imports.
39. **INSURANCE:** Insurance will be done by the supplier for import of equipment.
40. **Letter of Credit Amendment charges:** LC amendment charges will be borne by the bidder if the amendment is emanating from the bidder's end.
41. **Export License:** Foreign successful bidders will ensure availability of export license at their end.
42. **COUNTRY OF ORIGIN:** Please specify Place/Country of Origin and the Place/Country from where goods will be finally shipped. These particulars are very important for establishment of Letter of Credit and arranging insurance.
43. **INCOTERMS:** All terms used in the supply order/contract will have the meaning as described in "INCOTERMS-2000"
44. **Termination for Default:**

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

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

For the purpose of this clause.

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

"Fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes

collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the borrower of the benefits of free and open competition”

SECTION- V

ANNEXURE-‘A’

Technical Bid Form

(To be submitted on the Bidder firm's Letter Head and signed by a authorized person)

To
The Dy. General Manager (I/C)
The Orissa Minerals Development Company Limited,
AT/PO: Thakurani,
Via.: Barbil – 758035,
Dist ; Keonjhar (Orissa)

Ref: Tender Notice No. OMD/36/10-11 date 09.02.2011

Sir,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver goods as per the schedule of requirements and in conformity with the said Tender documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Tender documents.

If our Bid is accepted, we will submit a unconditional performance bank guarantee for the sum equivalent to 10% of the Contract Price i.e. Total Order Value for the due performance of the Contract, in the form prescribed by OMDC.

We agree to abide by this Bid for a period of six months after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

1. We declare that we are the successful Bidders/authorized agents/distributor of that we/our principals are equipped with adequate facility for production, quality control and testing of offered products manufactured/developed and used by us.
2. We hereby offer to supply the Goods and provide the Services at the price mentioned in the Financial Bid.
3. We enclose herewith the complete Technical Bids as required by you. This includes:

Technical Bid Form

Proof of manufacturer's authorization.

Proof of authorized signatory for submission of Bid

Technical details of the goods and services offered.

Statement of deviation for the technical specifications

Details of local service centers

Products and Services details

Details of supplies of identical or similar equipment to other Govt./PSU organizations for the preceding three years together with prices eventually or finally paid.

Photocopy duly attested of Certificate of compulsory enlistment of Indian Agents of Foreign principals with DGS&D if quoting on their behalf. Date of enlistment (it must be before the date of opening of Bids).

4. We have carefully read and understood the terms and conditions of the Bid document and the conditions of the contract applicable to the Bid document and we do hereby undertake to supply as per these terms and conditions.

5. Certificate that the Bidder is: A Sole proprietorship firm and the person signing the Bid document is the sole proprietor/constituted attorney of the sole proprietor, or
A Partnership firm, and the person signing Bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney, or

A Company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All correction/deletions should invariable by duly attested by the person authorized to sign the Bid document).

6. We do hereby undertake until a formal work order is prepared and executed, this Bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated

Signature of Bidder
COMPANY SEAL

Details of enclosures

Full Address: _____

FORMAT OF COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATIONS

S.No.	Name of Specifications /Part/ Accessories of tender enquiry	Specifications of quoted Model/Item	Compliance Whether “Yes” or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance/ deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

Dated

Signature of Bidder
COMPANY SEAL

Details of enclosures

Full Address : _____

**MAINTENANCE INFRASTRUCTURE FACILITIES INCLUDING ADDRESSES
OF THE LOCAL SERVICES CENTRES**

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

Signature of the Bidder:

Name:

Date:

Place:

Address:

Company Seal

Financial Bid Form

(To be submitted on the Letter Head of the agency making the Bid)

To
The Dy. General Manager (I/C)
The Orissa Minerals Development Company Limited,
AT/PO: Thakurani,
Via.: Barbil – 758035,
Dist ; Keonjhar (Orissa)

Ref: Tender Notice No. OMD/36/10-11 dated 09.02.2011

Sir,

Having examined the Tender documents and having submitted the technical Bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of goods and services as per the schedule of requirements and in conformity with the said Tender documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our Bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

If our Bid is accepted, we will submit a unconditional performance bank guarantee for the sum equivalent to 10% of the Contract Price i.e. Total Order Value for the due performance of the Contract, in the form prescribed by the OMDC.

We enclose herewith the complete financial terms as required by you, this includes:

Financial Bid Letter
Price Schedule
Statement of deviations from financial terms and conditions.

We agree to abide by our offer for period of Six months from the date fixed for opening of the Bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the Bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviation is only those mentioned in the statement of deviation from financial terms and conditions.

Certified that the Bidder is:

A sole proprietorship firm and the person signing the Bid document is the sole proprietor/constituted attorney of sole proprietor.

or

A partnership firm and the person signing the Bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and signing the Bid document is the constituted attorney.
(Note: Delete whatever is not applicable.)

All corrections/deletions should invariably be duly attested by the person authorized to sign the Bid document).

We do hereby undertake, that until a formal work order is prepared and executed, this Bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated:.....2010

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.

Fax No.

COMPANY SEAL

FINANCIAL BID FORMAT

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

TENDER CALL NOTICENO. OMD/36/10-11

Date: 09.02.2011

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

Name of Item.	Cost in Indian Rupees for the entire quantity mentioned in the tender document.	Price including all the duties and levies.	Central Sales Tax	Orissa Value Added Tax	Entry Tax	Other charges to be specified (like transportation & delivery etc.)	Total price of the item payable.
1	2	3	4	5	6	7	8

1. We hereby undertake to reduce the prices correspondingly, if Customs/excise duty/taxes are reduced after the date of submission of bid.
2. Prices of optional accessories offer.
3. Attach sheet giving detailed Technical Specification and deviations for the suggested facility.
4. In case of discrepancy between unit price and total price, the unit price will prevail.
5. Annual Maintenance Charges after warranty period should be quoted separately.

Address:

Signature of the Bidder

Company Seal

Name:

STATEMENT OF FINANCIAL DEVIATIONS

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

S.No	Section No.	Clause No.	Statement of deviation(s) and variation(s)

Signature of the Bidder

Name :

Place:

Date:

Address:

Company Seal

BID SECURITY FORM

Whereas¹ (herein after called “the Bidder”) has submitted its Bid dated.....Date of submission of Bid) for the supply of(name and / or description of the goods) hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We(name of bank) of(name of country), having our registered office at(address of bank) (herein after called “the Bank”), are bound un to(name of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED) (hereinafter called “OMDC”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... Day of2010.

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form, or
2. If the Bidder, having been notified of the acceptance of its Bid by OMDC during the period of Bid validity.
 - (a) Fails or refuses to execute the Contract Form if required, or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay OMDC up to the above amount up to receipt of its first written demand, without the Purchase having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition of conditions.

This guarantee shall remain in force unto and including forty five (45) days after the period of the Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Bidder

PERFORMNANCE SECURITY FORMAT:

TO:.....(Name of Purchaser)

WHERE-----)Name of Successful Bidder) herein after called” the Successful Bidder: has undertaken, in pursuance of Contract No.----- dated----- to supply------(Description of Goods and Services)hereinafter called “the Order”.

AND WHEREAS it has been stipulated by you in the said order that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the successful Bidder’s performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the successful Bidder a Guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful Bidder, up to a total of _____(A amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the sum or sums within the limit of _____(A amount Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the -----day of _____2013

Signature and Seal of Guarantors
Date
Address

All correspondence with reference to this guarantee shall be made at the following address:

Name & Address

DY. GENERAL MANAGER (I/C)
THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED,
AT/PO: THAKURANI,
VIA.: bARBIL – 758035,
Dist ; Keonjhar (Orissa)