

**ODISHAMINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)
(A Government of Odisha Undertaking)
OMC HOUSE
BHUBANESWAR- 751 001
ODISHA**



Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines in the district of Keonjhar, Odisha as shown in Annexure – I of the Tender Schedule

TENDER SHALL BE RECEIVED ON OR BEFORE DT. 08.08.2016 UP TO 3.00 PM.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

DEFINITIONS:

1. "Tender" means collectively offer submitted in response to and in accordance with the NIT, subsequent discussion and negotiation, if any, held by the Bidder with the OMC and all communications submitted by the agencies in confirmation thereto.
2. "Tender Schedule" means collectively the tender documents, specifications, agreed variations, if any, as such other documents constituting the tender and acceptance thereof.
3. "Bidder" means an Individual person/Proprietorship or Firm/Partnership)/Company (Private Ltd. or Public Ltd.) submitting the tender against the notice for invitation of tender and includes its authorised agents or representatives.
4. "OMC." means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001 including its successor and assignees or its representatives. OMC shall also mean the owner wherever the context so requires.
5. "Agreement" means the written agreement which the Bidder shall enter into with the OMC Limited pursuant to the acceptance with the tender.
6. "Mines Manager" means such Officer as may be designated, under Mines Act-1952 by OMC Ltd in respect of the Mines.
7. "Beyond planning area" means the area beyond the planning made for that particular contract.
8. "Composite rate" means the rate offered for the product inclusive of the activities mentioned in the tender schedule to be done by the Bidder/ bidder unless otherwise specified.
9. Ore:Waste ratio means it is the ratio between the total targeted finished product in MT as per Cl.No.6.1 of Part-I(C) and the total targeted volume of OB & Sub Grade(rejects/spoils/spurious materials) in Cum. including incidental waste.
10. "HOD (Mining)" means Head of the Mining Department of the OMC Limited at Head Office, Bhubaneswar.
11. "Regional Head" means the Regional Manager, Gandhamardan Region posted and appointed by the OMC Ltd.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

Tender Form

Date.

To

To
The Head of Department (Mining),
Odisha Mining Corporation Limited,
Bhubaneswar – 751 001 (Odisha).

Ref:- Tender Notice No. _____ dated _____.

Sub:- Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines in the district of Keonjhar, Odisha as shown in Annexure – I of the Tender Schedule.

Dear Sir,

I/We _____ offer for the works as indicated in the Tender notice and the Tender documents, at the rate quoted and hereby bind myself/ourselves to execute the work as per the scope stipulated in the Tender Documents.

I/We have read the conditions of N.I.T. and the Tender document, attached hereto and agree to abide by such conditions. We have visited the site, examined and understood the ground realities and agree to execute the work and achieve the targeted quantities as already fixed and/or to be fixed by way of revision, if needed be. The haul road to be developed as also the screening and crushing sites have been noted and examined. I/We further covenant that no stand shall ever be taken in any proceeding contrary to what are provided above.

I/We bind myself/ourselves to furnish the required security deposit, execute an agreement in the proforma prescribed by OMC, and take up the work within 15 (Fifteen) days of issue of Work Order, failing which I/We shall have no objection if **OMC** forfeits the earnest money deposited by me/us with OMC Ltd. and terminates the contract/agreement and claims all the losses/damages for such failure.

Encl.:- List of documents.

Part-I : Techno-Commercial Bid

- Part-I (A) - Notice Inviting Tender (NIT)
- Part-I (B) - Tender Procedure.
- Part-I (C) - Model Work Agreement.
- Part-I (D) - Technical Bid.

Part-II : Price Bid

Signature & Rubber Stamp of Bidder.

Witness:

Address:

- 1.
- 2.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

PART-I

TECHNOCOMMERCIAL - BID.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

NOTICE INVITING TENDER (NIT)**Part-I(A)**

**THE ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)
(A GOVERNMENT OF ODISHA UNDERTAKING)
BHUBANESWAR.**

TENDER NOTICE No. 146/OMC/P&T/ 2016,**DT. 14.07.2016**

Sealed quotations are invited from eligible bidders having experience in raising/excavation of ore/minerals (not minor minerals) & fulfilling the eligibility criteria as prescribed below for the scope of the work at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines in the district of Keonjhar, Odisha.

General Description/Scope of work:

- 1.1 Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines as shown in **Annexure – I** of the Tender Schedule.
- 1.2 If any sub grade materials above 45% Fe (as recommended by IBM as threshold value) or any other modification in threshold value by IBM from time to time during the contract period is generated during the course of mining, it shall be excavated & transported to the specified stock yard for which no payment will be made for the above materials. However, the sub grade quantity handled shall be taken in OB quantity for computation of OB volume.
- 1.3 The bidder has to carryout water sprinkling to effectively suppress dust in the mine face, haul road and dump yard.
- 1.4 The bidder has to undertake development of haul road & approach road, stack yard, processing yard etc. wherever necessary. Development and maintenance of haul road from the Hill top quarry upto Suakati-Ichinda black topped Road will be made by the bidder. Development and maintenance of the balance portion of the haul road upto ore stock yard and OB dump yard will be done by OMC.
- 1.5 In case OMC require finished products beyond the specification mentioned in the Scope of work, the same shall be produced by the bidder at mutually agreed rate, terms and conditions.
- 1.6 Any amount paid towards disposal of Hazardous waste by OMC shall be recovered from the bidder's monthly RA bills.

2. Period of work:

The period of work shall ordinarily be for 5(Five) years and may be extended for another 3(Three) years at the sole discretion of OMC Ltd. with approval of the BoD. However, the work will be reviewed at the end of every 12 months and may be extended for further period of 12 months each on assessment of the performance and other ground conditions to be recorded in writing.

3. (a) **Details of work** (Iron ore raising during 1st 12 months): The period of work for 05 years shall not be treated as a continuous period.

Sl. No	Location	Size specification in mm of product and grade	Ore Quantity in MT	Approximate value of work (Rs in lakhs)	Earnest Money Deposit (Rs in lakhs).
1	2	3	4	5	6
1	Gandhamardan Block B Iron Ore Mines	10-40 mm CLO +62% Fe	12,00,000	9043	452.15
		<u>-10 mm Fines 60-62% Fe</u>	<u>8,00,000</u>		
		Total	20,00,000		

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

(b) The production target for 2nd year onwards.

Year	Size specification in mm of product and grade	Ore Quantity in MT/year
2 nd year onwards	10-40 mm CLO +62% Fe	18,00,000
	-10 mm Fines 60-62% Fe	12,00,000
	TOTAL	30,00,000

4. **Eligibility Criteria:**

The bidder fulfilling the following criteria can only take part in the tender:-

- 4.1 The bidder shall have successfully executed similar works (as given in scope of work) for a minimum amount of 30% in case of a single work or 50% in case of two works of the value shown in Column No. 5 of clause no. 3 (details of work) above in any one of the three immediately preceding financial years excluding the year of floating of tender.
- 4.2 The bidder ought to have minimum annual turnover equivalent to an amount as shown in Column No.5 of clause no. 3 (details of work) above in any one of the three immediately preceding financial years excluding the year of floating of tender. The bidder shall submit the audited balance sheet and statement of P&L in support of this.
- (a) The bidder shall have a net-worth of 70 % of the value of work at the end of the preceding financial year.
- 4.3 The bidder having subsisting contract for similar work (raising and processing of ores/minerals) in the same mine for which the tender is being floated shall not be eligible to participate in the tender.
- 4.4 Any bidder having 3 (three) or more subsisting contracts for similar work (as given in scope of work) with OMC Ltd. as on the date of submission of tender shall not be eligible to bid for this contract. If submitted, the bid shall be summarily be rejected.
- 4.5 The bidder whose contract / agreement with OMC had been terminated by OMC within preceding three years including the current financial year shall not be eligible to take part in the instant tender.
Provided, however, the above ineligibility shall not affect and disentitle a bidder from submitting the bid if the termination of the contract/agreement or non achievement of the target specified above within the time frame indicated is not attributable to the said bidder.
- 4.6 The bidder shall have a valid EPF Code Number of its own and Service Tax registration.
- 4.7 The bidder ought not have been declared ineligible or incompetent for participating in any tender by any competent court of law or forum. The Bidder shall furnish an undertaking to this effect.
- 4.8 The bidder can be either an individual person having sole proprietorship right/ a regd. partnership firm / a Company (Private Ltd. or Public Ltd.). Bidding in form of Consortium is not allowed.
- 4.9 If the bidder is a regd. partnership firm, then the partnership firm must abide by the stipulations as mentioned below.
- 4.9.1
- The Partnership Firm must be a registered Partnership Firm under the provisions of Partnership Act'1932. The date of registration of the Firm under the provisions of Partnership Act'1932 is the date of entry of the statement recorded in the "Register of Firms".
 - The Deed of Partnership must be registered under the Indian Registration Act'1908.
 - The Partnership Firm must be in existence & in operation for **at least 3(three) years** prior to the date of notice inviting tender.
 - The Partnership Firm must have its own experience as required in the present tender notice. Experience of individual Partners will not be considered as the experience of the Partnership Firm.
 - The Partnership Firm must have a valid **EPF Code & Service Tax Registration of its own & not in favour of any individual Partner.**
 - All conditions of eligibility criteria as stipulated in the tender notice should be of the Partnership Firm & not of the individual Partners.
- 4.9.2 In case the bidder is a Joint Venture Company (J.V.C.), all the eligibility criteria have to be fulfilled by the bidder i.e. the concerned JV Company. Experience and qualification of constituent

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

companies/entities of the JV Company shall not be considered as the experience and qualification of the J.V.C.

- 4.10 If the Bidding Agency is a company or corporation, it shall be incorporated under the Companies Act, 1956 or established by virtue of a law enacted by the Parliament.
- 4.10.1 The date as indicated in the certificate of incorporation shall be treated as the date of incorporation of the Company/Corporation.
- 4.10.2 The Company/Corporation shall be in existence and in operation for at least 3 years prior to the date of notice inviting tender.
- 4.10.3 The eligibility criteria of the Company/Corporation is liable to be evaluated on the basis of experience and eligibility criteria of the Company/Corporation itself.
- 4.10.4 The experience or the eligibility criteria of the Managing Director or any other Director of the Company/Corporation in their distinct name and identity shall not be reckoned as the experience and eligibility criteria of the Company/Corporation.
- 4.10.5 The Company/Corporation shall have a valid EPF code, Service Tax registration and TIN number of its own and not in favour of any Director including Managing Director or other principal officers of the Company/Corporation.
- 4.10.6 The Bidding Company/Corporation shall submit certificate of incorporation as well as Memorandum and Articles of Association of the Company/Corporation along with the Bid documents besides authenticated copies of documents in support of meeting the experience and eligibility criteria.
5. The tender will be on two bid system i.e. Techno-Commercial Bid & Price Bid.
6. The tender documents can be down loaded from our web site www.omcltd.in from date **16.07.2016** onwards and can be submitted along with the Tender paper cost including VAT @5% for Rs.10,500/- (Rupees Ten Thousand Five Hundred) only (non -refundable) in shape of D.D/Pay Order drawn in favour of Odisha Mining Corporation Ltd. on any Scheduled Bank payable at Bhubaneswar. The authority shall not be responsible if any problem arises in down loading bid documents or any portion of down loaded bid documents differs from the original bid documents available with the OMC.
7. The tender documents duly filled in along with the EMD & tender paper cost as specified in Column No.6 of clause no. 3 (details of work) above for 1st year work in the shape of Demand Draft//Pay Order in favour of Odisha Mining Corporation Limited, Bhubaneswar payable at any Scheduled Bank at Bhubaneswar or EMD in shape of irrevocable Bank Guarantee of any PSU Bank in OMC Format if EMD value is more than Rs.25 lakhs shall be submitted **by the bidder through Registered Post / Courier / Hand Delivery / Speed Post so as to reach the Office of the Dy. General Manager (Mining), OMC Limited, Bhubaneswar on or before 3 PM on Dt.08.08.2016. Tenders received after the expiry of the above stipulated date and time shall not be entertained. OMC shall not be responsible for any Postal Delay.** The Techno-Commercial Bid will be opened on the same day at 4.00 PM in presence of the bidders or their authorized representative. The date of opening of the Price Bid of the techno-commercially qualified bidders will be intimated later. Tender/Bids without proof of deposit of the required EMD and tender paper cost shall be rejected. The intending bidder shall visit the site & thoroughly acquainted himself with the ground conditions & statutory permissions available, prior to bidding for the work for successful execution of the contract.
8. **Lol/Work Order will be issued & Agreement would be done within offer validity period only after obtaining Forest Dept. clearance necessary for transportation.**
9. The terms and conditions of the tender document shall always prevail and shall be binding on the agency.
10. Any individual or entity, statutory or otherwise, if bidding for the tender and is entitled to any concession by the State Govt., shall be entitled to such claims or concessions on furnishing proof thereof.
OMC Ltd. reserves the right to accept or reject in full or in part, this tender without assigning any reason whatsoever.

Signature of the Bidder

Head of the Dept. (Mining)

(Visit www.omcltd.in)

Head of Deptt. (Mining)

OMC Ltd

TENDER PROCEDURE

CHAPTER – I (INSTRUCTION TO THE BIDDER)

Bid System

The tender will be on two bid system i.e. Techno-Commercial bid and Price bid.

1. Documents and Information.

1.1. Bidder has to submit the relevant documents in support of its fulfilling eligibility criteria.

- (a) Complete set of the tender document along-with clarification agenda/corrigenda, if any, duly filled in and signed by the bidder.
- (b) The Bidder should submit the copy of income tax return submitted to the I.T. Authority for last 3 years. The tax return shall be for the preceding 3 financial years in which the tender is submitted.
- (c) Number of equipments along-with the type, capacity etc. which the Bidder proposes to deploy and detailed plan and scheme to execute the work successfully. In case of own equipment and machinery, bill copy / R.C. book copy are to be attached. In case of arrangement for hiring of equipment and machinery, the copy of the arrangement with the owner of such equipment along with bill copy / R.C. book copy as proof of ownership of such party are to be attached.
- (d) Organizational chart giving details of field management at site, which the bidder proposes to have for this job & total number of statutorily qualified person to be deployed by the bidder.
- (e) Solvency certificate from Public Sector Undertaking (PSU) Bank to prove financial arrangement with the Bank to carry out the work, tendered for.
- (f) Own valid EPF Code certificate of the bidder issued by the RPFC, Govt. of India in original or true copy/Photostat copy duly attested by a Gazetted Officer. The bidder should register its firm with R.P.F.C., Rourkela/Bhubaneswar and obtain either a separate P.F. code or Sub-code Number in order to regularize the matter of P.F. benefit to the employees/workers as per EPF Act, 1952 within three months of the date of issue of Work Order.
- (g) **Details of work experience from accredited sources in respect of works to satisfy the eligibility criteria as per NIT, during any of the last three years excluding the current year, the value of which must have been reflected in the audited balance sheet.**
- (h) Copy of PAN & Service Tax Registration.

1.2 In case of a Firm, Company:

- (i) Legal name, the nature of business along with year of incorporation and full address of the registered office.
- (ii) Authorized, subscribed and paid-up capital, wherever applicable.
- (iii) The name and address of all the Directors, Chief Executives, President, Secretary or other persons authorized to bind the firm, company in the matter.

1.3 Name, designation and address of the authorized representatives.

1.4 Copies of audited P&L A/c & balance sheets for the immediately preceding three years in support of turn over.

1.5 The Bidder can download the tender document from OMC website and submit the same along with the prescribed value for the tender paper and specified EMD as per Column No.6 of Clause No.3 of NIT. If the bid documents submitted after downloading from OMC website is found to have been tampered or differs from the bid documents available with the HOD (Mining) OMC, EMD of such Bidder shall be forfeited along with rejection of its bid.

1.6 Copy of PAN and Service Tax Registration.

2. Special instruction for submission of Tender:

a) Pages to be initialed:

All the pages of all sections of tender document along with annexed documents shall be signed/initialed with date by the Bidder at the lower left hand corner and duly page marked and indexed.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

b) **Notice and Communication:**

- i) Bidder is required to state his/her/its correct and complete postal address with PIN code in the bid document and shall indicate his/her/its E-mail or website, if maintained. All notices and communications to any bidder by the OMC or vice versa shall be deemed to have been served if delivered personally under proper acknowledgement or sent if posted with proper postal address by regd. Post with A.D or speed post or through electronic devices if either party has a E-Mail ID or a website. Notices and communications sent by regd. Post with A.D or speed post in India shall be deemed to have been served after a lapse of clear 7(seven) days from date of mailing.
- ii) All notices and communications addressed by the OMC to the bidder or by the bidder to the OMC concerning the work to be executed under the Contract shall be in writing.
- iii) Changes in the Management/authorized representative/constitution:
The bidder shall inform the OMC along with supporting documentary evidence, forthwith any changes in their management, Authorised representative and constitution in case of a firm.

c) **Other general instruction.**

- i) Bid documents obtained by any bidder is not transferable to another bidder.
- ii) There shall be a Pre-Bid conference **at Gandhamardan Iron Ore Mines on dtd.26.07.2016** where OMC shall explain the nature of the work and related issues to the bidder. The intending bidders can during this meeting, seek clarification, if any. All the queries / clarifications shall be in writing.
- iii) The bidder shall submit the bid in two parts i.e. Part-I and Part-II. Part-I is Techno-Commercial Bid and shall contain EMD, cost of tender paper and other technical details. The EMD value shall be as given in NIT. Part - II shall be only Price Bid. Both the bids shall be sealed separately and put inside a common sealed envelope. On the top of common envelope the bidder shall write the name of the work. The Complete postal address, Telephone Number, Fax Number of the bidder shall be written on the bottom left side of the envelope.
- iv) The Techno - Commercial Bid shall be opened on the date as per NIT in the office of the Dy. General Manager (Mining) OMC, Bhubaneswar in the presence of the bidders or their authorized representatives. However, during opening of the bid even if it is observed that the representative of any bidder or all bidders is or are not present, even then the bids shall be opened as per schedule.
- v) The company is not under any obligation to accept the lowest bid/bids and reserves the right to reject any or all the bids without assigning any reasons whatsoever, and also to distribute the work and allot the work/works to more than one bidder, at its sole discretion.
- vi) OMC shall not be liable for any delay in receipt of the bid document by the bidders due to postal delay or any other and no extension of time to the date of bid opening shall be given for this reason.
- vii) The bid shall be strictly in accordance with the terms and condition mentioned in the tender schedule. The bidder shall enclose the estimate for different job of scope of work of tender schedule in a separate cost estimate to justify the quoted rate, on composite basis. **This should be only enclosed along with price bid which is in the Part-II (Price Bid). In no case break up of cost shall be enclosed in the Techno-Commercial Bid.**
- viii) **Rates to be in figures and words & validity of the offered rate.**

The bidder shall quote in English the rates tendered by him/her/its in the schedule of works, submitted by the bidder, against each item in such a way that misinterpretation is not possible. The amount for each item should be worked out and entered and total of amount is to be given for all items both in figures and in words. The tendered amount for the work shall be entered in the bid duly signed by the bidder. In case of controversy, the rates quoted in words will prevail over the amount quoted in figures. ***The rate offered by the bidder shall remain valid for a period not less than four calendar months after the deadline for bid submission.***

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- ix) Sub-contractors experience and resources will not be taken into account to determine the eligibility of the Bidder.
- x) Each Bidder shall submit only one bid.
- xi) The Bidder shall be responsible to construct /develop existing haul road / approach road to facilitate it's mining and transportation work within the working part of lease hold area.
- xii) No document presented by the bidder after closing date and time of the bid will be taken in to account by the Evaluation committee unless otherwise called for during technical scrutiny by the committee as clarification. This However will have no bearing with the price quoted in the price bid.
- xiii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.
- xiv) The bidder shall submit the Price Bid as per the format prescribed under PRICE BID of Part-II of the Tender Schedule.

3. Conditions for EMD.

- a. The bid shall be accompanied with the EMD (as prescribed in the NIT) in shape of Bank Draft/Pay Order/Bankers Cheque in favour of Odisha Mining Corporation Ltd., payable on any Scheduled Bank at Bhubaneswar. No interest will accrue on the Earnest Money. In case the EMD value is more than Rs. 25.00 lakh then the agency shall have an option to deposit the required EMD in shape of irrevocable Bank Guarantee of any PSU Bank in OMC Format (**Enclosed as Annexure-III**) with validity of 30 days beyond the validity of the bid given in the bid document i.e. Technical Bid **Part-I (D)**.
- b. Bid without prescribed earnest money shall be rejected.
- c. The earnest money of all bidders shall be refunded within 15 days after cancellation in case the tender process is cancelled by OMC.
- d. The EMD of the technically disqualified bidder(s) shall also be refunded after evaluation of the Technical Bids along with their unopened price bids within 15(fifteen) days of disqualification.
- e. The earnest money deposit of successful bidder, if awarded with the work, shall be adjusted towards ISD (Initial Security Deposit) payable by the bidder.
- f. Earnest Money deposited shall be refunded to the unsuccessful Bidders except L-2 after 10 days from the date of opening of the price bid. EMD of L-2 will be refunded within 15 days of signing of the agreement or starting of the work by the L-1 bidder whichever is earlier.

4. EMD/ISD Deposit & Forfeiture of Earnest Money/Initial Security:-

- 4.1 Acceptance of the tender will be intimated to the successful bidder by a issue of Work Order. The bidder shall then be required to execute an agreement after deposit of ISD within the time specified in the Work Order. In the event of failure on part of the bidder to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
- 4.2 The Successful Bidder upon award of the work shall be required to deposit ISD equivalent to 5% of the total awarded work value minus the EMD within 15 days of the issue of Work Order. The ISD should be deposited in shape of Demand Draft/ Pay Order drawn on any Scheduled Bank payable at Bhubaneswar in favour of "Odisha Mining Corporation Ltd". In case it is found that the EMD amount is more than 5% of the awarded work value, then the excess amount shall be refunded to the Bidder.
- 4.3. The successful bidder who deposited Bank Guarantee as EMD, upon award of the work shall be required to deposit a fresh irrevocable Bank Guarantee of any PSU Bank in OMC format equivalent to 5% of the total awarded work value towards ISD and get back the EMD deposited in shape of Bank Guarantee within 15 days of the issue of Work Order.
- 4.4. In case the work value is more than Rs.1.00 Crore, then the Bidder shall have an option to deposit required ISD in shape of an irrevocable Bank Guarantee of any PSU Bank in OMC format and take

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

back the amount deposited earlier in the form of DD as EMD/ISD only after one month of commencement of raising work.

5. If it is observed that the Bidder has declined to take up the work at its quoted/accepted rate, the earnest money deposited by the Bidder shall be forfeited. If the Bidder does not commence the work after depositing initial security or fails to cope up with the progress of work as per the scope of work or further if it is detected that the information and documents submitted with tender are false, the agreement will be cancelled unilaterally and earnest money/ISD will be forfeited. In case the work is not finalized within the bank guarantee period, the validity of the B.G. shall be extended by the Bidder before 15 days of expiry of the said guarantee.
6. The ISD shall be refunded to the bidder after successful completion of work and release of SD. Release of SD/ISD shall be subject to the compliance of provisions of clause No.16 of Part-I(C) i.e. "MODEL WORK AGREEMENT"

CHAPTER – II (CONDITION FOR REJECTION OF TENDER)
OMC LTD'S RIGHT TO REJECT TENDERS:

1. In case it is observed that the documents/information submitted by the bidder are not correct and do not conform to the instructions, it will be sufficient cause for rejection of the tender and OMC may also forfeit the EMD.
2. The OMC reserves the right for rejection of any or all the bids received or accept a bid either for total work or part thereof, without assigning any reason thereof and the Bidder shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his bid. If any part of the work under scope of this bid document is not quoted for, the bid is liable to be rejected by the OMC.
3. Bids otherwise than on the prescribed lines, form, and pattern described and instructions given herein are liable to be rejected.
4. Canvassing in connection with bids and /or bids containing uncalled for remarks are liable to be rejected.
5. Offer with any modification (s) and /or special condition (s) of the bidder is liable to rejection.
6. Corrections and /or alterations in the offer are liable to be rejected, unless all such corrections and alterations are duly signed and attested by the bidder.
7. Any other statutory or legal disqualification or any condition provided herein prohibiting a bidder to compete for the bid shall be binding.
8. OMC reserves the right to accept, negotiate or reject any Bid, & to cancel the bidding process and reject all Bids, at any time prior to the 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 OMC's action.
9. In case it is observed that the bidder has not submitted the PRICE BID as per the prescribed format of PRICE BID Part-II of the Tender Schedule, it will be a sufficient cause for rejection of the tender.
10. Tender/Bids without proof of deposit of the required EMD and Tender paper cost shall be rejected.

CHAPTER – III (AGREEMENT).

1. It shall be the responsibility of the successful Bidder to execute the agreement with the HOD (Mining), OMC within thirty days of issue of Work Order.
2. The written agreement governing the contract, to be entered between the OMC and the selected bidder shall, in all respects, be deemed to be and shall construe and operate as an Indian contract in conformity with the Indian laws, and shall be subject to the jurisdiction of the Courts at Bhubaneswar only, in the State of Odisha.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

MODEL WORK AGREEMENT
AGREEMENT No. ----- / 20----

THIS AGREEMENT is made this day the ----- between the Odisha Mining Corporation Limited, (A Gold Category State PSU) Government of Odisha with its Registered Office at Bhubaneswar, Odisha herein after called "OMC" and ----- (Name of the agency along with address) hereinafter called "AGENCY" stated as follows:-

1. Whereas the OMC Ltd. has allotted the work of Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines as shown in **Annexure – I** of the Tender Schedule during the period ----- on the basis of tender offer dtd. ----- of agency and subsequent negotiated offer dtd.----- in respect of the above work.
2. And whereas the OMC Ltd. had given to the Agency the Work Order No. ----- dated ----- for ---- year on the basis of its tender offer dtd.----- & subsequent negotiated offer dtd.----- in respect of the above work.
3. And whereas the Agency has agreed that the following work will be done at the rate, terms and conditions mentioned hereunder: -

i) Name & Scope. of the work : Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by of the work required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines as shown in **Annexure – I** of the Tender Schedule during the period ----- to ----- as per the specification and subject to the terms and conditions enumerated in this agreement.

- ii) Allotted work value. Rs.---/- (in words).
iii) Initial Security Deposited: Rs.---/- (in words).
iv) Percentage to be deducted: 5% towards security deposit /performance guarantee, TDS as per Income Tax Act, Works contract Tax and other taxes as applicable will be deducted from every Running Account bill.
- v) Time for completion of work: (From ----to -----)
vi) Date of issue of order : Date of Work order to mention.
vii) Date of commencement of work: Actual date of commencement of work to mention.
vii) Total no. of work allotted. : One item only.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

TERMS AND CONDITIONS

1. SCOPE OF WORK:

- 1.1 Hiring of Plant & Machineries for Excavation/raising of ROM Iron Ore by required drilling & blasting, transportation of ROM to crushing and/or screening plant to be installed by the agency, crushing & screening of ROM to obtain finished product of specific size of CLO & specific size of Fines, transport of finished product to specified yards after necessary weighment, cleaning of quarry faces, excavation after required drilling & blasting and disposal of sub grade, overburden/incidental waste and associated rejects/spoils/spurious materials to the specified yards at Hill Top Quarry of Gandhamardan Block 'B' Iron Ore Mines
- 1.2 If any sub grade materials above 45% Fe (as recommended by IBM as threshold value) or any other modification in threshold value by IBM from time to time during the contract period is generated during the course of mining, it shall be excavated & transported to the specified stock yard for which no payment will be made for the above materials. However, the sub grade quantity handled shall be taken in OB quantity for computation of OB volume.
- 1.3 The agency has to carryout water sprinkling to effectively suppress dust in the mine face, haul road and dump yard.
- 1.4 Development of haul road & approach road, stack yard, processing yard etc. wherever necessary. Development and maintenance of haul road from the Hill top quarry up to Suakati-Ichinda black topped Road will be made by the bidder. Development and maintenance of the balance portion of the haul road up to ore stock yard and OB dump yard will be done by OMC.
- 1.5 In case OMC require finished products beyond the specification mentioned in the Scope of work, the same shall be produced by the bidder at mutually agreed rate, terms and conditions.
- 1.6 The OMC shall have the right to make any alteration, modification/additions in the original specification/scope of work during execution of the work and the agency shall be bound to implement the same in accordance with such instructions etc. Such alterations etc. shall not invalidate the Contract. However, the rates and related terms for such alterations etc. if applicable shall be mutually negotiated and in case of non-settlement, decision of the OMC on the matter will be final and binding.

2. Award of work beyond the scope of work:

If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by HO, OMC as follows which shall be agreed upon by the agency.

- a) The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b) The rates shall be derived from the OMC's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the bidder is above or below the estimated amount as per the tender documents, failing which
- c) The rate shall be derived from agency's rate claimed for such class of work supported by analysis of the rate/rates claimed by the bidder followed by negotiation by an approved Committee.
- d) Value of additional work shall be limited to maximum 10% of the awarded work value of the contract.

3. Dump/Ore Stack Management:

The agency shall properly execute the dumping of waste materials and stockpiling of finished product as per the direction of Mines Manager or his representatives.

4. Period of work:

- 4.1 The period of work shall ordinarily be for 5(Five) years and may be extended for another 3(Three) years at the sole discretion of OMC Ltd. with approval of the BoD.
- 4.2 Initially the work will be awarded for one year for the quantity mentioned below. The work shall be extended to 2nd and subsequent years up to 8th year subject to assessment of the performance and other ground conditions to be recorded in writing in each preceding year.
- 4.3 The date of commencement of work will be as on date of handing over of the site for installation of Crusher and/or Screen Plant by the Mines Manager. However, for mobilization of crusher and/or

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

screen plant, the agency shall be allowed for 4(Four) months time from the date of handing over of the site by the concerned Mines Manager for installation of crusher and/or screen plant.

4.4 However OMC will have the discretion to extend the period of contract for execution of the unexecuted quantity, if any, which could not be completed within the schedule period of contract. In case the period of contract is extended for execution of the unexecuted quantity, no increase in contract rate on account of diesel & labour will be allowed during the extended period if the reason for delay in execution is attributable to the agency. But de-escalation/reduction, if any, which takes place during the extended period, shall have to be passed on to OMC.

5. **Rate & quantity.**

5.1 Rate & quantity as per **Annexure-I** of the Tender Schedule:-

Sl.	Product Mix/Item	Quantity in MT	Awarded Rate in Rs. per MT
1	Raising of 10-40 mm CLO +62% Fe	12,00,000	
2	Raising of -10 mm Fines 60-62% Fe	8,00,000	
3	Transport of 10-40 mm CLO +62% Fe and -10 mm fines 60-62% Fe from crushing and screening plant to respective yard.	20,00,000	

5.2 In case of change in strategic location as mentioned in the Annexure-I of the Tender Schedule, the revised awarded rate will be determined on the basis of following formulae.

(i) For raising of 10-40 mm CLO & -10 mm fines as per Cl.No.5 above.

$$\text{Revised Awarded Rate} = \text{Awarded rate} \times 0.58 + \frac{\text{Awarded rate} \times 0.42 \times \text{Weighted revised distance}}{10.29 \text{ Km}}$$

$$\text{Weighted revised distance} = \text{Revised Distance from crusher to sub grade dump yard} \times 0.35 + \text{Revised Distance from quarry to OB dump yard} \times 0.65$$

(ii) For transport of 10-40 mm CLO & -10 mm fines as per Cl.No.5 above.

$$\text{Revised Awarded Rate} = \text{Awarded rate} \times 0.14 + \frac{\text{Awarded rate} \times 0.86 \times \text{Revised distance from crusher to stockyard}}{9 \text{ Km}}$$

6. **Target:**

6.1. The proposed raising, calibration and excavation of Ore, OB, IW & Sub grade for the contract period shall be as follows.

YEAR	10-40 mm CLO (+62% Fe) in MT	-10 mm Fines (60-62% Fe) in MT	Total Iron ore Quantity in MT	Excavation of OB, IW & sub Grade in Cum.
1 st Year	12,00,000	8,00,000	20,00,000	10,80,810
2 nd year onwards	18,00,000	12,00,000	30,00,000	16,21,215

6.2 The successful Agency shall commence mining operation as per schedule and able to put up crushing and/or screening facility within 4 (Four) months and the production target for 1st 12 (twelve) months shall be as follows:

1st Quarter.	Nil.
2nd Quarter.	20 % of the annual target.
3rd Quarter.	35 % of the annual target.
4th Quarter.	45 % of the annual target.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- 6.3 The production and crushing and /or screening quantity schedule from 2nd 12 (twelve) months onwards shall be @ 9.50% per month of the annual target except June, July, August & September. The target for those four months shall be 6% per month of the annual target.
- 6.4 The rate being composite of ore and overburden (rejects, spoils and sub grade). OB at the contractual proportion of the ore production has to be achieved & achievements are to be reviewed on quarterly basis as stipulated in Clause – 6.2 and 6.3.
- 6.5 The total production quantity shall not exceed the quantity as mentioned in corresponding year stipulated at Clause No.6.1. The OMC may accept higher production if statutory permission for production of higher quantity than mentioned above is obtained in future. Any enhancement in the targeted quantity during the contractual period after obtaining statutory permission for enhanced quantity shall be allowed up to 50% of the targeted quantity without negotiating the rate with the Agency only after obtaining due approval of HO in writing in this regard.
- If the Agency is required to produce in excess of 150% of the targeted quantity, the reasons for such increase have to be clearly spelt out. There-after, the awarded rate will be re negotiated de-novo for the required additional quantity.
- No payment of bonus for enhanced quantity than the targeted quantity and no penalty for short fall in achievement on the extra quantity shall be applicable. The Agency shall strictly adhere to the following during execution of contract.
- Production of fines shall be restricted to the barest minimum.
 - Product specification should strictly be adhered to.
 - The quality of the product must be ensured as per the agreement.

7. Specification

7.1

	<u>Physical Size</u>	<u>Chemical Fe content</u>
i)	10-40 mm	+62 % Fe
ii)	- 10 mm fines	60-62% Fe

7.2. Tolerance

	<u>For CLO</u>	<u>For Fines.</u>
Over size (in tonnage)	5% Max.	5% Max.
Under size (in tonnage)	5% Max	--

8. Mobilization period

The Agency shall be given a time of maximum 4 (Four) months for commencement of production work from the date of handing over of site by the concerned Mines Manager for installation of crusher and/or screen plant. If the Agency fails to commence the work after 4(Four) months from the date of handing over of the site by the Mines Manager for installation of Crusher and/or Screen Plant, the EMD may be forfeited and / or the contract may be rescinded.

However, the agency can start production within the mobilization period.

9. Payment terms.

Payment & settlement of bills:

The agency shall have the one time option to prepare the RA Bill either on a Fortnightly or Monthly basis for the processed ore delivered at respective stock yard after weighment and submit to the same to the Manager (Mining). If the agency submits the bills on fortnightly basis, the Running Bills shall be prepared and submitted by the agency on 15 days basis (1st to 15th and 16th to month end).

The finished ore (as per Clause No. 7 above) received at stock yard on transportation of the same after weighment at OMC/OMC designated Weigh Bridge will be the basis, for release of payment. Therefore, all other activities stated in the scope of work are incidental to the above and no payment is admissible, otherwise.

- The payment to the agency will only be released on the quantity of finished product of the contractual grade & size transported from mine head to different storage location/stack yard through OMC/OMC designated weighbridge and the weight recorded in the same weighbridge.
- The decision of the Regional Head or his representative regarding the transporting of different products to designated stock yards/ locations will be final & binding on the agency.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- 9.2. In order to authenticate the quantity of finished product transported to OMC designated weighbridge, the agency will issue challans in duplicate for each trip of finished material loaded from crusher/mines site. The challan in duplicate shall be submitted to the Mines Manager or his authorized representative at the weigh bridge and get the weight recorded and collect one copy duly signed by Mines Manager or his authorized representative. All such challans are to be submitted along with the bill for payments. Any challan not signed by OMC's representative shall not be taken into account for the purpose of payment.
- 9.3. (a) Weighment will be made at designated weigh bridge and in case of breakdown of designated weigh bridge, at any other weigh bridge as decided by Regional Manager.
(b) All the vehicle of the agency engaged for shifting of finished products to the designated/central stock yard shall be tare weighted once in the beginning of every month.
- 9.4. The agency shall submit bills on fortnightly/monthly basis in triplicate stating therein the full particulars, agreement reference, supported by copies of original challan duly certified by corporation's authorized representative, along with weighment reports indicating the total quantity of CLO & fines delivered at respective yard.
- 9.5. Fortnightly/Monthly R.A. Bill will be made as per specification clause and payment shall be made to the agency on submission of bills along with requisite documents stated above. The payment will be made at accounts department at Regional Office on certification regarding satisfactory performance of work by Mines Manager & Quality Control Officer and statutory clearance i.e. Wages payment & EPF deposit by Welfare Officer and duly approved by Regional head. Payment against Running bill after due certification shall be payable to the agency after deduction of 5% Security Deposit and any other dues as applicable along with statutory deductions as applicable such as income tax, surcharge etc. Certificates of TDS will be issued to the agency at the end of the financial year.
- 9.6. The remaining 5% shall be kept towards security deposit and shall be released at Head Office after completion of every 12 (twelve months) of the contractual work and upon clearance of all labour dues including terminal benefit, gratuity etc. of the workers of the agency and after release of the final bill to the agency.
Before releasing the final bill, the Labour Welfare Officer of the concerned mines has to ensure that the agency has complied with the followings:
(a) There are no claim case/cases of nonpayment pending with the concerned Labour Enforcement office for the contract period.
(b) PF deposit has been made for the contractual period with the concerned EPFO.
(c) All legal dues have been paid to the workers engaged by the agency during the contract period. Release of SD will also be subject to compliance of provision of Clause No.16 below.
The concerned Mines Manager while recommending for release of above amounts shall bear in mind that after payment of above dues no such liability shall remain for the future of OMC in respect of the above work under this contract.
- 9.7. During release of Fortnightly/monthly RA bills at the Regional Office for a particular month, the agency will have to submit the proof of payment of wages and P.F. deposit of its workers alongwith submission of returns to the RPFCL for the previous month.
- 9.8. The respective Mines Manager shall certify the following while recommending the bills for payment.
- That the agency has complied to all the provisions of different constituent applicable to Mines for this type of work and conditions of OMC Agreement forms as applicable for this work.
 - That R/A bill has been checked in all respect including the weight recorded at weigh bridge, existence of validity of labour license, verified deposit of EPF and submission of returns to the RPFCL, Odisha in respect of all the workers of the agency and targeted work.
 - That the agency has excavated, raised ore and also removed the rejects/spoils/spurious materials from quarry faces and disposed off the same from the quarry faces as well as from processing yard/crusher and/or screen site to the specified dump yard.
 - That the analysis certificate of the approved analyst in support of permissible grade and size of ore as per Clause No.7 above produced/despached.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- That the agency has excavated and produced the accepted materials from the quarries within the planned area of the earmarked quarries.
 - That the bill has been checked in respect of weight recorded at concerned weighbridge.
 - That no dues is payable by OMC to any statutory authority on account of the agency.
 - That no dues are outstanding against the agency.
 - Any amount paid towards disposal of Hazardous waste by OMC shall be recovered from the bidder's monthly RA bills.
- 9.9 If the fortnightly/monthly RA bill is submitted fully complying to all contractual and statutory requirements, the same shall be paid and cleared within clear 15 days from the date of its submission. Correspondences made, if any, by OMC with the contractor to make the bill(s) compliant to requirements shall be added to the normal 15 days' time.

10. Payment of Gratuity Act, 1972.

- i) The agency shall abide by the provision of the payment of Gratuity Act, 1972 and the rules framed there under and maintain such register and documents in prescribed forms as required under the above mentioned statute and produce before the Officer of OMC and other statutory authorities prescribed in this behalf as and when required.
- ii) In case the agency has its own Gratuity Fund Trust and the name of its workers are enrolled in the said Trust, OMC may not withhold any amount from the bills of the agency towards gratuity liability after due verification of the Trust & bylaw along with returns filed with IT to the satisfaction of OMC.
- iii) In case the agency has taken up Group Insurance Policy to cover its gratuity liability of all its workers and satisfies OMC in this regard, no amount be deducted or withheld from the bills of the agency towards gratuity liability after due verification and satisfaction of OMC.
- iv) The agency shall give an undertaking that he will discharge this liability without fail and further an indemnity bond may be given by the bidder indemnifying OMC from this liability arising for what so ever reasons in future.
- v) In the event, none of the above arrangement as mentioned at '(ii)' to '(iv)' above is made by the agency, 1% of the work value out of the SD amount shall be withheld from the contract from 6th year onwards while finalizing and releasing the SD of the agency for each year. This withheld amount shall be released to the agency after closure of its contract and full satisfaction of OMC that all statutory dues of the agency workers is paid by the agency.
- vi) The final bill amount shall be released to the agency after closure of its contract and full satisfaction of OMC that all statutory dues of the agency workers is paid by the agency.

11. EMD/ISD Deposit & Forfeiture of Earnest Money/Initial Security:-

- 11.1 The EMD deposited by the agency amounting Rs.----- vide Draft No.----- dtd.----- is converted to ISD.
- 11.2 In case the work value is more than Rs.1.00 Crore, then the agency shall have an option to deposit the required ISD in shape of an irrevocable Bank Guarantee of any Public Sector Undertaking (PSU) Bank in OMC's format and take back the amount deposited earlier as EMD/ISD only after one month of commencement of raising work.
- 11.3 If it is observed that the agency has declined to take up the work at his quoted/accepted rate, the earnest money deposited by the agency shall be forfeited. If the agency does not commence the work after depositing initial security or fails to cope up with the progress of work as per the scope

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

of work or further if it is detected that the information and documents submitted by the agency are false, the agreement will be cancelled unilaterally and earnest money/ISD will be forfeited. In case the work is not finalized within the bank guarantee period, the validity of the B.G. shall be extended by the agency before 15 days of expiry of the said guarantee.

11.4 The ISD shall be refunded to the agency after successful completion of work and release of SD. Release of SD/ISD shall be subject to provisions of clause No.16 below.

12. Escalation / de-escalation.

Escalation will be given as per dept. estimate.

ESCALATION:

Escalation/de-escalation will be given on account of change in price/rate of Wages, Diesel, Spares, Explosives & Tyre as per formula given below:

12.1 For Diesel

$$RED = \frac{0.30}{P_b} \times (Pr - P_b) \times R$$

Where, RED = Rate of escalation/de-escalation on account of change in price of diesel.

0.30 = Weightage for diesel component.

Pr = Wholesale price index (WPI) of diesel as published in RBI bulletin for the month immediately preceding to the month of the bill.

Pb = Wholesale price index (WPI) of diesel as published in RBI bulletin for the month of receipt of tender.

R = Awarded rate/Ton

12.2 For Wages

$$REW = \frac{0.10}{W_b} \times (W_r - W_b) \times R$$

Where, REW = Rate of escalation/de-escalation on account of change in minimum wages of skilled worker working above ground for Iron mines as declared by Central Govt.

0.10 = Weightage for wages component.

Wr = Revised minimum wages including special allowance of skilled workers working above ground workers of iron mines as per Central Govt.

Wb = minimum wages including special allowance of skilled workers working above ground of Iron Ore mines as per Central Govt. prevailing on the date of receipt of tender.

R = Awarded rate /Ton

12.3 For Spares

$$RES = \frac{0.10}{WPI_{sb}} \times (WPI_{sr} - WPI_{sb}) \times R$$

Where, RES = Rate of escalation/de-escalation on account of change in price of machinery spares.

0.10 = Weight-age of spares in awarded rate.

WPI sr = Wholesale price index (WPI) of Industrial Machinery of RBI bulletin for the month immediately preceding the month of the bill.

WPI sb = Wholesale price index (WPI) of Industrial Machinery of RBI bulletin for the month of receipt of tender

R = Awarded rate/ Ton

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

12.4 **For Tyre**

$$\text{RET} = 0.05 \times \frac{(\text{WPItr} - \text{WPItb})}{\text{WPItb}} \times R$$

Where, RET = Rate of escalation/de-escalation on account of change in price of Tyre.

0.05 = Weightage for Tyre in award rate.

WPItr = Whole-sale Price Index(WPI) series of Tyre for the month immediately preceding the month of bill.

WPItb = Whole-sale Price Index(WPI) series of Tyre for the month of receipt of tender.

R = Awarded rate /Ton

12.5 **For Explosives**

$$\text{REX} = 0.05 \times \frac{(\text{WPIexr} - \text{WPIexb})}{\text{WPIexb}} \times R$$

Where, REX = Rate of escalation/de-escalation on account of change in price of explosives.

0.05 = Weightage for explosives in awarded rate.

WPIexr = Whole-sale Price Index (WPI) series of explosives for the month immediately preceding the month of the bill.

WPIexb = Wholesale Price Index (WPI) series of explosives for the month of receipt of tender.

R = Awarded rate/Ton

12.6 **Effective Date :**

i) **Wages:** The rate prevailing on the 1st day of the month for which the bill is being preferred.

ii) **Diesel, Spares, Explosives & Tyre:** The wholesale price index of Diesel, spares, explosives & tyre for the month immediately preceding the month for which the bill is being preferred will be considered for escalation/de-escalation.

12.7 **Escalation Basis:**

Escalation will be paid on the delivered quantity at applicable rate for the month the ore is delivered. If it is observed that, due to statutory/other constraints, the ore produced, during a calendar month, is not transported during the same calendar month and even during the next full calendar month, in such a situation, the following criteria is to be followed.

12.7 (a) In case the reason of non-delivery of produced quantity within the next full calendar month is attributable to OMC, then escalation shall be paid on the delivered quantity at applicable rate during the month of delivery.

12.7 (b) In case the reason for non-delivery of produced quantity within the next full calendar month is attributable to the bidder, then, escalation shall be paid on the quantity delivered as per the rate of escalation applicable for the month during which the quantity is produced by the agency.

13. **Penalty:**

13.1 Throughout the stipulated period of the contract, the work shall be proceeded with due diligence. The agency shall complete the contractual quantity within the time as stipulated in the contract. For the purpose of calculation of penalty, quarterly review shall be done. If the agency fails to fulfill the target during the quarter and/or as required by the OMC, Penalty @ 3% of the awarded rate/weighted average awarded rate in case of multiple product shall be withheld per unit of short fall in achievement. Further during such review in the next quarter(s) in case it is found that the agency has made up the shortfall of previous quarter(s) then the withheld amount on this account shall be released.

13.2. In case the causes of shortfall in target are beyond the control of the agency, penalty can be waived and / or target can be re-assessed at the discretion of MD/CMD, OMC and till then the penalty amount shall be withheld from the R.A bills of the agency.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

13.3. If the agency fails to comply the guidelines / stipulations enumerated by MOEF, Govt. of India or other statutory authorities to be complied by agency, then OMC shall have option to comply the stipulations /conditions through any other agency and twice the actual cost involved for such compliance shall be recovered from the RA bill of the agency.

13.4 **The awarded/weighted average awarded rate mentioned at clause-13.1 above & Clause 14 below will be escalated/de-escalated as on 1st date of each contractual year as per the formula specified under escalation clause. Such escalated/de-escalated rate prevailing on the 1st day of each contractual year will be considered for calculation of penalty towards shortfall in targeted production, payment or deduction clause towards variation in OB/IW including sub grade achieved at the end of the contractual period.**

13.5 **Liquidated Damage (LD):**

In case the agency fails to install the crushing and/or screening plant, commission & start production at the required capacity within 4(Four) month from the date of handing over the site by the Mines Manager during 1st year, Liquidated Damage @ 2% of the work value/ month on delay shall be levied on the agency.

Provided, however, if the causes of delay for installation is beyond the control of the agency, Liquidated Damage (LD) can be waived and/or re-assessed at the discretion of MD/CMD, OMC and till then the LD amount shall be withheld from the RA bills of the agency.

14. **Deduction / compensation for variation in excavation of OB/IW including Sub grade beyond contractual ratio.**

In case the following works are not executed/executed in excess quantity than the contractual proportion (as at **Annexure – I**) by the agency, the involved cost shall be recovered/paid to the bidder, as specified under Clause No.14.1 below.

Any quantity of rejects/spoils left at the end of contract near Crusher and/or screening plant site, the involved cost shall be recovered as per the Clause No.14.2 below.

Sl. No	Description of work	% of rate to be recovered/paid	Unit
14.1	Excavation of overburden/IW & associated rejects/spoils/ sub grade & Transportation of the same from Quarry face to dump yard/respective yard.	89 % of weighted average awarded rate of raising of 10-40mm CLO & -10mm Fines as per Point.2.1 and Point.2.3 of Price Bid	Per Cum (In-situ)
14.2	Transportation of rejects/spoils/ sub-grade from Crusher and/or screening plant site to dump yard/respective yard.	392 % of awarded rate for transport of 10-40mm CLO & -10mm Fines as per Point.2.2 of Price Bid	Per Cum (Loose)

14.3. Quantity of OB, IW & sub grade in Cum. will be measured on the basis of following.

- (i) Initial measurement to be taken at mines faces.
- (ii) Quarterly measurement will be taken to determine total excavation made in Cum by using **Total Station & Surpac**.
- (iii) The ore delivered at stockyard in weight will be converted to volume on the basis of 1 Cum. = 3.92 MT.
- (iv) On deducting ore volume from total excavation, the balance will represent excavation of OB, IW & sub grade made during this period.

15. **Discretion of OMC to curtail target.**

In case there is slump in the sales market or due to circumstances beyond the control of OMC including restrictions due to statutory clearances, OMC can curtail the production as per requirement and the agency cannot claim any compensation against the same.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

16. **Safeguard for un-timely walk out by the agencies during mid of a year/not taking up the work for subsequent years.**
- 16.1 In case the agency quits the work during middle of a year for which agreement is already signed, then the ISD/EMD of the agency shall be forfeited besides imposing penalty for under achievement for that year only and agency will be black listed.
- 16.2 SD & ISD of one year shall be only released after observing formality and on signing of agreement for next year.
- 16.3 In case the agency does not take up the work in next year, for which the tender was made, then the SD along with ISD of the previous year shall be forfeited.
Provided, however, if the agency does not take up the work in next year for which the tender was made or quits the work during middle of a year for which agreement is already signed due to the circumstances beyond the control of the agency, then EMD/ISD and SD may be released to the agency either in full or part, at the discretion of MD/CMD, OMC.
17. **Norms of mining, transporting and calibration of iron ore:**
Depending on the nature of the work, there shall be clear norms of work. The example of norm of work for raising of iron ore is given below.
- a) Quantity mentioned in the tender documents is only indicative. Actual quantity required per quarter/year may vary depending on the market & any other factors demand. On quarterly basis the agency will be asked to produce, transport ore to stack yard as the case may be.
 - b) The quality of the ore to be produced by the agency shall be as per the physical and chemical specification of the contract.
 - c) Deployment of manpower should be strictly as per prior written consent of the management.
 - d) The agency shall carry out any development work, road making etc. for mining and transportation of ore to stack yard as may be required.
 - e) The agency shall maintain Mine working as per the provision of Mines Act, 1952 and Rules, Regulations, Bye laws, circulars made there under.
 - f) The agency must ensure that the transportation of finished product is done only for the accepted materials which meet the stipulated specification under the contract.
 - g) The electricity bill if any as per actual raised by Power Supply Company shall be paid by the agency through OMC for his consumption.
 - h) The agency should employ adequate number of technical and supervisory staff for smooth operation of mining activities as well as Crusher Unit and/or screen plant.
 - i) Electric supply may be drawn by the agency from existing source at mines. The agency will draw the overhead line and install transformer of required capacity at its own cost. If any security deposit is to be made for getting such connection, the same shall be made by the agency. However, the agency should have its own standby generators for such work complying with different applicable statute.
 - j) The statutory manpower required under different statutes will be employed by OMC.
18. **Drilling & Blasting:**
- 18.1 The agency should deploy adequate number of wagon drills with air compressor for 100-150 mm hole dia drilling supported with Jack Hammer Drills.
In case the agency fails to engage adequate number of drill machines directly affecting the production, OMC reserves the right to deploy drill machine and recover the cost from the R/A bills of the agency. Drillers shall be provided by OMC. The salary/wages and other perquisites of the driller/operator deployed for the purpose shall be realised from the R/A bills of the agency, basing upon the utilised hours.
- 18.2 Blasting shall be done by OMC. Agency shall arrange explosives at his own cost through a mutually agreed agreement as per guide line of OMC. If required OMC will supply the explosives and the cost of explosive issued for blasting by OMC shall be realised from R/A bills of the agency along with other charges @ 17.5%.
19. **Requirement of equipments**
The following equipments will be tentatively required for execution of the mining and transportation work as indicated in the Scope of work.
- a) Excavator
 - b) Rock breaker

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- c) Pay Loader
- d) Compressor
- e) Wagon Drill- 100-150 mm dia
- f) Jack Hammer drill
- g) Water Tanker with sprinkler
- h) Tippers/Dumpers
- i) Dozer
- j) Grader
- k) Crusher and/or screen plant and other ancillary equipment.

The machinery/ equipment given above are only indicative and not exhaustive. The agency has to work out the finer details of equipment himself to cater to his annual requirements of mining and delivery of sized product. The agency will ensure the fitness of the Plant & Machinery deployed for the operations by employing suitable/competent persons and also obtain the periodic approval of the same from Mine Manager in compliance with the requirements of the provisions of the statute.

20. Sampling & Analysis

Ore stacks shall be analyzed at the mine head by analyst appointed by the OMC to determine the physical & chemical specifications. Basing on this analysis only the approved stack shall be transported. Ore stacks that fall below the specification at the mine head as mentioned in clause- 7.1 & 7.2 shall be dealt with as directed by the Regional Manager / Mines Manager or his authorized representatives which cannot be questioned by the Agency and no payment on account of upgrading the ore stacks shall be paid to the Agency. The Agency is to carry out sorting and analysis of stacks at his cost in the event of grade falling below the permissible grade of ore as per the direction of Mines Manager or his authorized representative at site. If suitable steps are not taken by the Agency immediately in dealing with such stacks to improve the grade and size, the OMC in that event reserves the right to execute the work and recover the actual cost from the Agency. This can be done by respective Mines Manager or Regional Manager by giving notice in writing to the Agency.

21. Weighment and other charges:

The weighment of truck will be done at Weigh Bridge of OMC/designated W/B of OMC in presence of representative of the OMC / Govt. & Agency. The weighment at weigh-bridge shall be final and binding on the agency and OMC for determining the quantity of ore, for purposes of final payment.

22. Clearance of site on completion of contract/ termination:

On the completion of the period of contract all materials, rubbish and structures of any sort or kind used for the purpose of or connected with the contracted work including tenements for agency's labourers are to be removed by the agency and all pits and excavations filled up and site handed over in a tidy and workmanlike condition. No final payment in settlement of the accounts for the work shall be held to be due or shall be made to the agency till such site clearance shall have been effected by him. In the event of the agency failing to comply with this provision within 7 days after receiving notice in writing from the Mines Manager to that effect, such site clearance may be made by the Mines Manager at the expense of the agency without any further correspondence. The OMC shall under no circumstances be held liable for any loss or damage to such agency's property as may be on site due to removal there from. The removal may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Mines Manager. OMC shall not be liable to make any payment in this respect. In case the agency does not remove its plant and machineries as per notice, OMC will be at liberty to operate and run the same without any liability or payment to the agency.

23. Pollution control measures:

23.1 The agency has to take adequate pollution control measures to prevent pollution in and around the working area arising out of the different workings / operation of machineries as per the guidelines specified by relevant statutory authorities.

23.2 The agency has to take adequate measures for proper storage, handling and disposal of Hazardous waste such as used oil, waste containing oil and waste oil generated from oil water

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

separation pit, handling and disposal of incinerable waste generated during mining operation as per the direction of Mines Manager.

- 23.3** Regarding final disposal of Hazardous waste, OMC will engage an agency to carry out the above work. The actual cost paid by OMC for disposal of the above waste generated by the agency shall be deducted from the agency's monthly RA bills.

24. Secrecy:

The agency shall, at all times, keep confidential all technical information relating directly or indirectly to the work either disclosed to the agency by and/or on behalf of the OMC or acquired by the agency during the course of performance of the contract. The agency shall not disclose such information to anybody/party without the OMC's prior written approval. Any contravention of the provisions of this clause will tantamount to breach of the contract leading to termination of the contract.

25.1 Sub-letting of work in whole or part:

The agency shall not without approval of competent authority of OMC assign the work or any part thereof, any share of interest therein, or money due there under, or sub-let the work or any part thereof or allow any person to become interested in the work or a portion thereof, in any manner whatsoever otherwise the contract is liable to be rejected at the option of OMC, should such a case take place.

25.2 Co-ordination of work:

The concerned Mines Manager will co-ordinate the work at site to ensure minimum interference of work carried out by other agencies. It is the responsibility of the agency to execute the work strictly as per plan and in accordance with the instructions of Mines Manager, concerned.

26. Supervision of work by agency:

- 26.1** The agency shall have the sole and exclusive responsibility for supervision of the work and all his workmen engaged therein.

26.2 The agency shall provide to the satisfaction of Mines Manager sufficient and qualified staff for supervision and execution of the work in such manner as will ensure expeditious work of the best quality. Whenever in the opinion of the Mines Manager, qualified supervisory staff are considered necessary, they shall be employed by the agency without additional charges on account thereof. The agency shall ensure to the satisfaction of the Mines Manager that efficient supervision by competent persons shall be provided.

26.3 The agency shall keep at all time on the work site while the work is in progress, a properly qualified and competent Site In-charge, duly authorized to act for him and to receive on his behalf all such notices and communications as the OMC and /or the Mines Manager may wish to issue from time to time. From the moment the Site In-charge so appointed takes charge of the work, such notices and communications shall operate as if the agency himself had received them. The act of Site In-charge is the act of the agency, and binding as if done by the agency himself. It shall be open to OMC to enforce replacement of the Site In-charge and/or any other employees of the agency in the event that the Mines Manager deems the site in-charge or any other employee to be incompetent, or otherwise un-acceptable at anytime.

26.4 Hindrance register shall be maintained for recording the hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Regional Manager which should be binding on the agency.

27. Urgent works:

In case of any urgent work is to be carried out for the successful execution of the tendered work, the agency is liable under the terms of contract and as a part of the overall scope of the tendered work, whether explicitly stated so or not, to execute such urgent work at its own cost. If the agency fails to execute such urgent works, the expenses so incurred to get work done by any other agency shall be recovered from the agency or set off against any sum payable to him.

28. Submission of work plan by the agency:

The agency shall give full information in advance as to his plans for carrying out each part of the work to the Mines Manager. At any time before the commencement or during the progress of work, if it appears to the OMC that the organization of the agency is insufficient/inadequate to deliver the Progress / quality of work as required, the OMC may order the agency to change or

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

improve his HEMM, equipment, facilities, methods or organization and the agency shall promptly comply with such orders but compliance with such orders shall not relieve the agency of his obligations to secure the degree of safety, the quality of work and the rate of progress required under the contract. The agency alone shall be responsible for the safety and adequacy of his HEMM, equipment and method.

29. Agency's site office:

The agency shall provide and maintain a site office near their working area and the office shall be open at all reasonable hours to receive instructions, notices or other communications. In case the site In-charge is transferred or leaves the site, the agency /site in-charge shall depute suitable person and inform the Mines Manager in writing.

30. Agency's camp:

30.1 The agency may, at his option, on lands owned or controlled by the OMC and allotted to him free of cost for that purpose, maintain and operate camp(s) and mess, halls for the convenience of his employees. The agency shall comply with all local statutory requirements with respect to licenses, and other regulations in connection with such camp(s) or services. The agency shall be responsible for maintaining his camp(s) in good order and for providing adequate fire protection facilities. The land so provided shall be vacated after the completion of work in neat and tidy condition, failing which the OMC will get it done at agency's risk and cost.

30.2 The agency shall have no authority to establish or to lease the land so allotted to him or to issue concessions or permits of any kind to third parties for establishing commercial, amusement or other establishments.

30.3 One point of electric power supply will be provided by OMC subject to availability. Electricity charge of the agency as per meter reading will be recovered from the agency's bills at the prevailing rate of Electricity tariff as levied from time to time by the Power Supply Company (as the case may be) & adopted by the company for appropriate category of consumer.

The agency must make his own arrangement at its own cost for installation and maintenance of distribution lines, meters, boards beyond the first connection point to be provided by OMC. Up-keeping of the energy meter shall be the responsibility of the agency. Non-functioning of the meter will make the agency to pay at a rate equal to average of preceding three months when the meter was operative. OMC shall not however, be liable for any abstraction and theft of energy/electricity or tampering of meters and metering unit. The agency shall also indemnify OMC against all claims which the Supply Company may raise subsequently for dishonest abstraction, bye-passing of energy meter, interference and or/tampering of meter and metering unit.

It will be the responsibility of the agency to arrange for his own DG Set for supply of electric power to achieve the contractual production.

31. Housing

31.1 The agency shall at its own cost provide housing accommodation for their employees and OMC shall be under no obligation to provide such accommodation. Subject to availability, OMC may provide such accommodation to the agency for some of their employee from the existing accommodation. The same may be provided on written request made by the agency subject to discretion of the OMC and recovery of the market rents from the agency's bills. The agency shall remove all structure erected by it in OMC land and clear the land before leaving the site on the expiry of the contract. The agency shall not erect any hutments or building on OMC's land without prior permission of the OMC If at the close of the contract, the agency does not handover the land or properties made available to them during the tenure of the contract to the Mines Manager, then agency's final bill/ and other payables will not be paid by the OMC.

31.2 The OMC may provide space, if agency requires to set-up their workshop. The OMC on payment of cost may provide electricity and water subject to availability. In case agency uses any workshop facility of OMC the same can be provided on chargeable basis.

32. Operation and maintenance of machinery and equipment:

32.1. The agency will be responsible for operation and maintenance and repairs of all machinery, equipments, tools and tackles of his own and the OMC shall have no responsibility in this regard.

32.2 All the tippers / trucks and other mobile equipments shall be in good working conditions particularly with respect to the brake, horn, steering and lights. They should follow the Rules prescribed in the

Signature of the Bidder

Head of Deptt. (Mining)

OMC Ltd

model code of precautions for truck transport in open cast Mines as per DGMS Circular and other circulars issued by DGMS from time to time.

- 32.3** The agency shall take all reasonable precautions to prevent fires of any nature in the vicinity of his operations and he shall be responsible for all damages from fire caused directly or indirectly due to his own activities or to those of his employees.
- 32.4** The agency shall insure his men, machinery etc. at his/its cost and shall keep the insurance cover in operation throughout the period of contract and the corporation shall not be held liable for any damage, loss, accident etc. of any type, and reason including blasting operations.
The agency shall be responsible for the safety of his/its plant & machinery and shall indemnify OMC for any damage caused to his equipment /manpower by any cause whatsoever.
- 33. Inspection of work:**
The Mines Manager or his representatives will have full power and authority to inspect the work anytime, wherever the work is in progress, premises/ workshop of any person, firm or corporation, where work in connection with the contract may be in hand or where materials are being or are to be supplied and the agency shall afford or procure for the Mines Manager or his representative every facility & assistance to carry out such inspection. The agency shall at all times during the usual working hours and at all other times at reasonable notice of the intention of the Mines Manager or his representative to visit the works, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing to be present for the purpose.
- 34. Progress evaluation meetings:**
The Site in-Charge shall attend the progress evaluation meeting as and when required.
- 35. Progress report:**
The agency shall submit daily the detailed progress report of the work done to the Mines Manager in the proforma, prescribed by the Mines Manager.
- 36. Labour relations:**
Any action taken by the agency in relation to handling his employees shall not adversely affect the existing labour relations of the OMC.

STATUTORY DUES.

37. Taxes, Duties & Charges etc.

The agency agrees to and does, hereby accept full and exclusive liability for payment of any and all taxes, duties, charges and levies etc., applicable to the work tendered as on the date of the tender. In case it is increased or decreased under authorized statutory provisions of Central, State or Local Govt. authority, the impact shall be to the account of OMC. In case any fresh tax is imposed by the concerned authority for this work during the tenure of this contract, the agency shall deposit the same to the appropriate authority which shall be reimbursed by OMC on actual & on production of documents evidencing such payment if the same is statutorily payable. However, the Service Tax as applicable only will be paid to the agency only on bill value. The agency has to produce its Registration Certificate under the relevant service. The Service tax Registration No. should be printed on all the invoices raised. All invoices shall be raised as per Rule-4A of Service Tax Rule.

STATUTORY OBLIGATION OF THE AGENCY.

38. Compliance to Statutory Provisions:

- (a) The agency shall, at its own cost, observe, perform and comply with the provision of the Contract Labour (Abolition & Regulations) Act, 1970 and the Rules made there under as amended from time to time. In case the agency fails to observe and perform and discharge their obligation under the said Act, the OMC shall recover from the agency any cost or expenses that it may have to incur or suffer on account of the agency's failure.
- (b) The agency shall abide by the decision/recommendations / award of the Labour Court/Industrial Tribunal/Wage Board or Commissions appointed by the appropriate Government in respect of the Industry and shall arrange/implementation of the provision of the decision/award/recommendations from time to time and maintain such relevant records and registers as are required to be maintained under these legislation/award/decision and produce them before the Officer of the OMC and other statutory authorities, as and when required.
- (c) The agency should have their P.F. Code No. and shall be solely responsible for deductions of

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

employees contribution and deposit of the same under Employees' Provident Fund and Misc. Provisions Act, 1952, Employees' Provident Fund Scheme, 1952, Employee' Pension Scheme, 1965, Employees' Deposit-Linked Insurance Scheme, 1976 and Rules and Regulations made there under as amended from time to time. He shall be solely responsible for the maintenance of the records in respect of payment of contribution and submission of returns, in accordance with the provisions of the above said Act and Schemes. A copy of such return along with original deposit challan duly certified by the agency that the amount has been deposited for the instant work, shall be submitted to Mines Manager and failure to submit sufficient proof on compliance of the above stated obligation, the agency's monthly bill shall not be released. If any liability arises on account of the failure of the agency with regard to these provisions, OMC will be entitled to recover the same from the bills or bills relating to other works, pending with OMC otherwise of the agency.

- (d) The agency shall be responsible to fulfill the provisions under the Mines Act, Regulations, Rules and by-laws framed there under as amended from time to time and as per recommendation of 11th Conference on Safety in mines (As at **Annexure II**), recommendation of any other Safety Conference, Circulars issued by DGMS in the matter of mining, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of Mines.
- (e) The agency shall familiarize itself with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable during execution of its contractual work.
- (f) The agency has to provide all medical facilities to their employees and staff at its cost.
- (g) The agency shall be solely responsible and liable for contravention of Environmental or Forest Laws arising out of his acts or commissions. The agency will indemnify OMC against any legal action taken by the State/Central Government.

39. Accident or injury to workmen

- 39.1 OMC shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the agency, save and except for accident or injury resulting from any act or default of OMC. The agency shall indemnify and keep indemnified OMC against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
- 39.2 The agency shall at all times indemnify OMC against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force by or in respect of any workmen employed by the agency in carrying out the Agreement and against all costs and expenses for penalties incurred by OMC in connection therewith (without prejudice to any other means of recovery). OMC shall be entitled to deduct from the agency any money due or becoming due to the agency (whether under this agreement or any other agreement) payable by way of compensation aforesaid or for costs or expenses in connection with and claims thereto. The agency shall abide by the decision of OMC as to the sum payable by the agency under the provisions of this clause.
- 39.3 In respect of all labourers employed by the agency on the Mine Facilities, the agency shall comply with all legislations and rules of State and/or Central Government or other local authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed for the works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

OTHER TERM AND CONDITION INCLUDING OMC RIGHT TO TERMINATE THE CONTRACT.

40. **Recovery:**

- (i) Due to any commission/omission by the agency during execution of work, if OMC sustains any loss/damage, then the total cost of such loss/damage shall be recovered from the agency. The agency shall abide by such decision of OMC.
- (ii) Upon completion of the contract and pending finalization of accounts, if it is found that the agency has some pending liability either to OMC or other parties, the same shall be recovered during finalization of accounts. If, however, it is found that the amount payable to OMC and and/or other parties is more than the amount receivable by the agency, the agency shall pay the differential amount. Further, after final settlement of account, if at a later stage it is found that the agency has some amount payable to OMC in any other tender and the same has not been recovered in advertently, then the agency agrees/guaranties OMC to pay the same. However all outstanding settlement of accounts are to be finalized and disposed off within a period of 3 years from the expiry of the contract.
- (iii) The agency will indemnify the OMC in full for any task/thing to be done in connection with the above which was to be done by the agency & on account of his default and / or non-fulfillment of his obligations; the same is done by OMC in such a case, all cost and expensed including interest, which are incurred by OMC are recoverable from the agency.
- (iv) Not withstanding anything contained in any clause, the OMC reserves the right to withhold/recover any of the dues payable under this contract or adjust the same against any dues recoverable from the agency under any other agreement or otherwise and similarly any dues not recovered under this agreement shall be subject to recovery from any other dues payable to the agency under any agreement/ contract or otherwise and in this respect the decision of the OMC shall be final & decision of OMC Management shall be binding.

41. **Dispute:**

- (i) Any dispute, which may arise either on account of size or quality specification or quantity of processed ore, has to be settled by the Regional Head, OMC. The decision of the Regional Head will be final and binding on the agency.
- (ii) During pendency of the dispute(s) requiring resolution, the agency shall not stop the work and should proceed further with the agreed works except in the case where the corporation specifically requested the agency to stop any part of the work.

42. **Arbitration:**

In the event of any dispute, difference or claim arising between the parties in connection with the existence or validity or interpretation or implementation or alleged breach of the Agreement, or anything done or omitted to be done pursuant to the Agreement on these conditions, then such dispute shall be referred to the Chairman/MD, OMC whose decision shall be final and binding on the parties.

If any party is aggrieved by such decision, then such dispute or difference shall be referred to the Chairman/MD, OMC for appointment of a Sole Arbitrator and the Sole Arbitrator shall be appointed by the Chairman/MD, OMC within 30 days of a notice in writing to make such appointments served by the aggrieved party. The Sole Arbitrator should be either a retired Judge of Hon'ble Orissa High Court or of the Supreme Court of India or a retired District Judge or an officer of OSJS (Senior Branch). All proceedings shall be conducted in English language. The venue of proceedings shall be Bhubaneswar. The award of arbitral tribunal shall be final and binding upon the Parties and may be enforced in court of competent jurisdiction. The party aggrieved and seeking arbitration shall do so within six months positively from the date of cause of action.

When a dispute or claim is raised by either of the party, the Chairman, OMC shall follow the above procedure of appointment of a Sole Arbitrator for adjudication of the dispute/ claim, mutatis and mutandis.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

43. Governing law and jurisdiction:

The Courts at Bhubaneswar except matters falling within the scope of arbitration, regardless of any other place where the cause of action or any part thereof might occur, shall have jurisdiction over all matters arising out of or relating to this Agreement, except those matters that are referred to Arbitration by the CMD/Managing Director and contemplated to be decided under the Governing Act, 1996.

44. Termination of the contract:

- (i) In case due to statutory constraints which may arise during the execution of the contract, the continuance of work is not possible due to such constraints, then the contract will be subject to termination without any liability on OMC.
- (ii) OMC shall be entitled to determine and terminate the contract at any time, should in its opinion, the cessation of work becomes necessary in which case the value of work done to date by the agency will be paid in full at the rates specified in the contract. Notice in writing from OMC of such determination and reason therefore shall be conclusive evidence thereof. In case the agency claiming payment for expenditure incurred by him in the expectation of completing the entire work awarded to him, OMC shall admit and consider such claim as are deemed reasonable and are supported by documents. The agency, however, will not be paid any compensation, on account of any profit/advantage he/it might have earned on full execution of the total work. OMC's decision on necessity and propriety of such expenditure shall be final.
- (iii) OMC will have the liberty to terminate the contract in case of poor performance of the agency in achieving the monthly/quarterly target of a particular year but no such termination shall be resorted to unless a 15 clear days notice is given to the agency to make good the shortfall within a specified time frame and the agency fails to make good this shortfall within the said time frame.

45. Exclusion of implied warranties:

This agreement expressly excludes any warranty condition or other undertaking implied by law or custom or otherwise arising out of any other agreement between the parties or any representation by any party not contained in a binding legal agreement executed by the parties.

46. Severability:

If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as early as practicable. The CMD/Chairman reserves the right to cancel the contract at any time without assigning any reason thereof.

47. Survival:

Termination of this Agreement:

- a) Termination of Agreement shall not relieve the agency of any obligations hereunder which expressly or by implication survives termination hereof; and
- b) Except as otherwise provided in any provisions of this Agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liability for loss or

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

damage to the other party arising out of or caused by acts or omissions of such party prior to the effective date of termination or arising out of such termination.

48. AMENDMENTS:

This document and the Schedules, if any, together constitute a complete and exclusive statement of the terms and conditions of the Agreement between the parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the parties hereto and evidenced in writing.

49. WAIVER:

- a) Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under the Agreement.
 - i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or other provisions or obligations under this Agreement.
 - ii) Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
 - iii) Shall not affect the validity or enforceability of this Agreement in any manner.
- b) Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligations there under nor time or indulgence granted by a party to the other party, shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

50. Step out obligation:

Upon expiry of the Contract/Agreement or termination thereof, the agency shall handover the vacant and peaceful possession of the project assets including the site/facility at no further cost to OMC.

51. FORCE MAJURE:

If by any reason of war, riots, commotion, civil disturbances, statutory constraints, pestilence, epidemic-sickness, earthquake, flood, non receipt of Govt. permission for removal of ore, acts of State or acts of God or movement of the ore from the mines, the contractual obligation of the parties herewith will stand terminated forthwith if those reasons do exist for a period of two months unless parties mutually agree to extend the contract period on the same terms and conditions set out therein.

Force Majeure means any act or event which wholly or partially prevents or delays the performance of obligations by either party of such act or event, is not reasonably within the control of and not caused by the fault or negligence of the non-performing party.

If either party is wholly or partially unable to perform its obligations because of a Force Majeure event that party shall be excused from whatever performance is affected by the force Majeure event to the extent so affected provided that :

- (i) Non performing party gives a written notice to the other party of the occurrence of the Force Majeure event immediately on its occurrence and in any case within a period of 5 (five) days of the occurrence. Further, regular reports indicating the position will be furnished by the non-performing party to the other during Force Majeure.
- (ii) Non-performing party shall make all reasonable efforts to continue to perform its obligation herewith.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- (iii) Suspension of performance shall be limited to that aspect of performance which is affected by force majeure and shall be of no greater magnitude or duration than that imposed by force majeure.

52. REPRESENTATIONS & WARRANTIES OF THE SUCCESSFUL AGENCY/ BIDDER/CONTRACTOR

52.1 The successful Agency/ Bidder/Contractor represents and warrants to OMC that:

- (i) It is/he is (if the successful Agency is an Individual proprietorship entity) duly organised and validly existing and in good standing under the laws of India and not declared insolvent by the date of Bidding;
- (ii) It has/he has full power and authority to execute, deliver and perform its/his obligations under the agreement to be executed and to carry out transactions contemplated hereby;
- (iii) It has/he has taken all necessary action under the applicable laws to authorise the execution, delivery and performance of the agreement contemplated to be signed;
- (iv) It has/ he has the financial standing and capacity to undertake the project;
- (v) The Agreement to be executed constitutes its/his legal, valid and binding obligation enforceable against it/him in accordance with the terms thereof;
- (vi) It is/he is subject to the civil, commercial and arbitrations laws of India in respect of the Agreement to be executed and it, he hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) The execution, delivery and performance of this agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the contract/successful Agency or to which any applicable laws or any covenant, agreement, understanding, decree or order to which it is/he is a party or by which it/he or any of its/his properties or assets is bound or affected;
- (viii) There are no actions, suits, proceedings, investigations pending or, to his/successful Agency's /Contractor's knowledge, threatened against it/him at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the contractor/successful Agency under the agreement to be executed or which individually may result in any adverse effect;
- (ix) It/he has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any materially adverse effect or impairment of the contractor's liability to perform its/his obligations and duties under the said agreement.
- (x) It/he has complied all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have any adverse effect and it/he is performing its/his obligations and duties under the agreement;
- (xi) No representation or warranty of the agency contained herein or in any other document furnished to OMC or to any government agency contain any untrue statement of material facts or omits or will omit to state a material fact so as to make the representation/warranty misleading;
- (xii) No sums in cash or kind have been paid or will be paid by or on behalf of the agency, to any person by way of fees, commission or otherwise for securing the contract in question or for influencing or attempting to influence any officer or employees of OMC in connection therewith;
- (xiii) In the event that any of the representations or warranties made/given by the agency ceases to be true or stands changed, the agency who made such representation or gave such warranty shall promptly notify OMC of such secession or changes;
- (xiv) The Agency represents and warrants that it shall execute an "INTEGRITY PACK" with OMC in standard format meant for drawing of such a pack at the time of execution of the agreement.

53. ASSIGNMENT & CHARGES:

- (a) The Project under the agreement to be executed by the successful agency on the lines of the tender documents shall not be assigned by the agency, save and except, with prior consent

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- of OMC. Any such assignment or charges, if created without prior written consent of OMC always be held to be void ab initio ad nonest;
- (b) The agency shall not create or permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its/ his rights and benefits under the agreement to be executed except with the prior written consent of OMC;
- (c) Restraint set forth in (a)&(b) above shall not apply to:-
- (i) Liens/ encumbrances arising by operation of law;
 - (ii) Mortgages, pledges, hypothecation of movable goods as security for indebtedness brought in by the agency in favour of lender and for arranging working capital provided for the Project;
 - (iii) Assignment of the agency's right, title, interest under the agreement to or in favour of the lender pursuant to and in accordance with substitution agreement, if any to which OMC is a signatory or consent giver, as security for their financial assistance;

54. GENERAL LIABILITY & INDEMNITY

The agency shall indemnify, defend and hold harmless OMC against any and all proceedings actions and 3rd party claims arising out of a breach by the agency of any of its/ his obligations under the contract except to the extent that any such claim has arisen due to breach or OMC of any of its obligation under the agreement, or a force majeure event.

55. COUNTER PARTS

The agreement which shall be executed by the successful agency shall be executed in any number of counter parts and by the parties on separate counter parts but shall not be effective until each has executed at least one counterpart. Each counterpart shall constitute an original of the said agreement but all the counterpart shall together constitute but one and the same instrument.

56. NOTICES

56.1. Notice to be in writing:

A notice under this agreement shall be effective, if it is in writing and indicates the purpose for which it is sent and served. Telexes, faxes and e-mails shall include a notice provided such communication caption it as a notice and for the purpose for which it is sent and dispatched.

56.2. Receipt under the notice:

Any notice under the agreement shall in the absence of earlier notice be deemed to have been duly given as follows:-

- (i) If deliver personally, undelivered;
- (ii) If sent by telex/ faxes/e-mails, undelivered;
- (iii) If sent by Speed Post/ Regd. Post when shown to have been delivered;

57. ADDRESS

Notices under the agreement as per clause 56.2 shall be sent to a party at its address and for the attention of the individual set out below:-

If to OMCL

Head of the Dept. (Mining)
Odisha Mining Corporation Limited.
Ph.

If to the Agency

Ph.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

TECHNICAL BID

PART –I (D)

- 1) **Name of the Bidder:**
 - Postal address of the registered Office & branch office
 - Phone No, Fax No. etc.
 - Email ID if any.
- 2) **Status of the Bidder.**

Individual person having sole proprietorship right / a regd. Partnership firm/A Company, (Private Limited or Public Limited)
- 3) For (1) Company (Private Ltd/Public Ltd):- Certificate of incorporation & Memorandum and Article of Association to be enclosed.
For (2) Partnership Firm:- (a) Certificate of Registration of firm under Partnership Act, 1932.
(b) Registered Deed of Partnership under Indian Registration Act, 1908 to be enclosed.
- 4) **Infrastructure of the Bidder**
 - a) Details of earth moving equipments, machineries at the Bidder's command and proof thereof:-
 - i) In case of own equipment and machinery, bill copy / R.C. book copy are to be attached.
 - ii) In case of arrangement for hiring equipment and machinery, the copy of arrangement with the owner of such equipment along with bill copy / R.C. book copy as proof of ownership of such party are to be attached.
 - b) List of additional machineries proposed to be arranged and proof of source of such arrangement.
 - c) Time required to mobilise equipments after receipt of Work order. A detailed time schedule for mobilisation of equipments and plants are to be given.
 - d) Complete diagram, flowchart and technical specification of the proposed Crushing and/or Screening Plant, if any, should be provided.
- 5) **Organisational structure**
 - a) Total strength indicating different categories of employees on pay roll and proof thereof.
 - b) Qualification/experience of the key personnel.
- 6) Audited Balance Sheet with profit and loss account of the Company / Partnership Firm/ Individual sole proprietorship firm for immediately preceding three financial years excluding the year of the floating of tender shall be attached in support of the financial status. Copy of Income Tax Returns of last 3 years also to be submitted.
- 7) **Details of earnest money deposit/Cost of tender paper.**
 - i.)
 - (a) Draft No. Drawn on
 - (b) Date
 - (c) Amount
 - (d) Payable to
 - (e) Payable at
 - ii) **Details of Bank Guarantee(BG)**
 - (a) B.G.No.....
 - (b) Name of the Bank and Branch.....
 - (c) Amount.....
 - (d) Validity Period.....
 - iii) To facilitate refund of EMD to unsuccessful Bidder, please furnish the bank A/c No.....Name of the Bank..... Bank IFSC Code No.....and location of branch.....

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- 8) Performance / Experience Certificate for raising, transportation and calibration (Crushing and/or Screening) of ore (major minerals) for similar work as in tender from erstwhile employer.
- i) Organisations where worked.
- (a) Name of organisation (b) copy of Work Order / Agreement (c) *Performance /Experience Certificate and TDS Certificate issued by the employer for the relevant job(s) and relevant period from the said Organisation with quantity and value of work done year-wise to be enclosed.*
- 9) *Any data, if required by the bidder can be obtained from the mines. Data given by OMC are indicative as per available reports and OMC is not liable for any changes or any deviation either in terms of categorization of rocks, nature of the rock, quantities of rejects, off grade materials, fines generations etc.*
- (a) The bidder has to satisfy himself regarding the correctness of the data.
- 10) Whether the Bidder has relationship with any of the directors of OMC.
if yes, please indicate the relationship.
- 11) (a) Undertaking by the Bidder as regard to ineligibility/ incompetence for participating in any tender by any competent court of law/forum. Govt.s/any corporation/company etc.
(b) Valid EPF Code Certificate of its own, Service Tax Registration and copy of PAN.
(c) Any other documents necessary for taking up this type of job.
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 incorrect, my/our tender can be rejected by the OMC Ltd.
- I/We also certify that I/We have visited the site and got myself/ourselves acquainted with the followings **without any objection/complaint in particular** and the details as specified in **Annexure-I**.
- a) Specified Mining Area.
 - b) Nature of deposits.
 - c) Required quality parameters.
 - d) Extent of work to be done to get required quantity & quality.
 - e) Risk involvement to workers during mining operation.
 - f) Labour related local conditions.
 - g) Extent of work required to dispose rejects, wastes, spurious materials etc.
 - h) Other relevant local conditions
 - i) Relevant statutory conditions/permissions applicable to the workings.
 - j) Haul road to be developed.
 - k) Screening site and crushing site.

It is to confirm that our offer shall be valid for a period not less than four calendar months after the deadline for bid submission specified in clause 7 of NIT. In exceptional circumstances, prior to expiry of the original time limit, OMC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his EMD deposit. A bidder agreeing to the request will not be required or permitted to modify his/its bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance with EMD Clause in all respects.

I/We also authorise the company to forfeit my/ our earnest money/performance guarantee and security deposit or invoke the Bank Guarantee filed there for in case I/We fail to execute the job if my/our tender is accepted.

SIGNATURE OF THE BIDDER WITH SEAL

Date:

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

ABBREVIATIONS:

CLO: Calibrated Lump Ore
CMD: Chairman-cum-Managing Director
DD: Demand Draft
EMD: Earnest Money Deposit
HEMM: Heavy Earth Moving Machinery
IBM: Indian Bureau of Mines
ISD: Initial Security Deposit
IW: Intermediate Waste
LD: Liquidated damage
MD: Managing Director
MT: Metric Ton
NIT: Notice Inviting Tender
OB: Over Burden
RA Bill: Running account Bill
ROM: Run-off-mine
RPFC: Regional Provident Fund commissioner
SD: Security Deposit
TDS: Tax Deducted at Source
WPI: Wholesale Price Index

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

PART-II

PRICE BID

1. I/We hereby quote composite rate for the proposed work vide NIT No.----- dtd.-----.
- 2.1 I/We quote the rate per metric tonne of the major product, the specification of which are given below which is inclusive of all items as described in column no. 1.1 to 1.6 of Scope of Work of NIT of the Tender Schedule.

Grade & Size of Ore (mm)	Rate per MT (in Rs.)	
	In figures	In words
Raising of 10-40 mm CLO +62% Fe		

- 2.2 I/We quote the rate per metric tonne for Transport of 10-40 mm CLO and -10 mm fines from crushing and screening plant to respective yard which is inclusive of all items as described in column no. 1.1 to 1.6 of Scope of Work of NIT of the Tender Schedule.

Item of work	Rate per MT (in Rs.)	
	In figures	In words
Transport of 10-40 mm CLO and -10 mm fines from crushing and screening plant to respective yard.		

- 2.3 I/We agree that the rate per metric tonne of the product(s) other than the major product will be at the following percentum of the rate awarded for the major product per metric tonne basis.

Specification of the product	% of the rate awarded for the major product as at 2.1 above
-10 mm Fines 60-62% Fe	80.00

In case any product other than the product mentioned above is produced or obtained from the mines, the rate(s) of payment will be such reasonable percentum of awarded rate for the major product as the management may decide.

- 2.4 In case of change in strategic location as mentioned in the Annexure-I of the Tender Schedule, the revised awarded rate in respect of item under Sl. No. 2.1, 2.2 & 2.3 above will be determined on the basis of formulae contained in Cl. No.5.2 of Model Agreement.
- 2.5 In case the actual quantity of overburden including incidental waste & sub grade excavated and transported from quarry face to OB dump yard/Crusher site and sub grade material to the specific yard exceeds or falls short of the ratio mentioned in **Annexure-I Information sheet**, the payment for excess quantity or recovery of the amount for the shortfall quantity shall be made at pro rata basis as per formula contained in Cl. No. 14 of the Model Agreement.
- 2.6 L-1 shall be decided on the quoted price as at Sl. No. 2.1 & 2.2 above taken together.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

- 2.7 The rates quoted should be inclusive of all taxes and duties excluding the Service Tax. Service Tax and/or any fresh tax as applicable will be paid extra over & above the awarded rate as per Cl. No. 37 of the Model Agreement.
- 2.8 The rate quoted in the tender by the bidder shall be in figure as well as in words. In case of discrepancy in the rate(s) between figure and words, the amount written in words shall be taken as final.
- 2.9 Escalation /de-escalation as applicable will be decided as per clause no. 12 of the Model Agreement.
- 2.10 All the payments for production of ore are payable only after delivery of the approved quality of ore at the ore stock yard and acknowledgement received there for.

**Signature of the Bidder with Seal
Date :**

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

INFORMATION SHEET OF GANDHAMARDAN – B IRON ORE MINES OF OMC LTD.

- Gandhamardan Iron Ore Mines is situated in Banspal Tahasil of Keonjhar District. The nearest railway station is Naranpur in E. Co. Railway about 20 KM from the mine.
- Area of lease is 1590.8673 Hect. with 1409.6489 Hect. of forest land and 181.2184 Hect. of Non forest land.
- Period of lease is valid upto 31.03.2020.
- FDP for 232.4379 Hect. has been granted by MoEF, Gol for mining and valid upto 2020. Application for diversion of balance 1177.211 Hect. forest land has been submitted.
- EC granted for 9.12 Million Ton per Annum.
- Mining Scheme approved for 26.2 Lakh MT per Annum of iron ore was valid upto 31.3.2016.
- Modification to Mining Plan for a maximum quantity of 59.3 Lakh MT per Annum from 2016-17 to 2019-20 has been submitted to IBM for approval.
- Consent to Operate (CO) for 9.12 Million Ton / Annum is valid upto 31.3.2020.

Weighted Average Distance:

1. Quarry to Proposed Crusher/screen plant site. - 0.8 KM
2. Strategic location of Ore/Sub Grade/ OB Stack Yard:

PRODUCT	LOCATION	KM(approximate)
10-40 mm CLO(+62% Fe)/ -10 mm Fines (60-62% Fe)	From Proposed Crusher/Screen Plant to Ore Stack Yard at Ichinda through weigh bridge via Block-A ML	Ichinda : 9.0
-10 mm Sub Grade (55-58% Fe)	From Crusher/Screen Plant to Ichinda via Block-A ML	Ichinda : 9.0
OB	From Quarry to Upper Kainsari via Block-A ML	Upper Kainsari: 11

NB: I Strategic location indicated as above is as per present situation. However, the above location may change in future. In case there is change in distance, the awarded rate will be revised accordingly as per formulae mentioned in the Model Agreement.

NB:II Work Order will be issued & Agreement would be done within offer validity period only after obtaining Forest Dept. clearance necessary for transportation.

3. Quantity of ore to be excavated/raised.

1st year (12 calendar months) : 20,00,000 Metric Ton
2nd year onwards : 30,00,000 Metric Ton per year

4. Standard ratio of Overburden

Ratio of Overburden including incidental waste & sub grade to be excavated and transported from quarry face to the respective Yard to the quantity of ore raised for which the payment is to be made to the agency. - 1: 0.54 i.e. for 1 MT of Iron ore, 0.54 Cum. of OB, IW & sub grade to be excavated.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

//
RECOMMENDATIONS OF 11TH NATIONAL CONFERENCE ON SAFETY IN MINES
CONTRACTOR'S RESPONSIBILITIES

- (a) Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
- (b) Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- (c) Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
- (d) Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- (e) For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
- (f) Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub contractor.
- (g) All persons deployed by the contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
- (h) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner/agent/manager of the mine shall provide the same.
- (i) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- (j) The contractor shall not employ or terminate his worker without the knowledge of the Mine Management.
- (k) Safety Features in HEMMs.
 - (i) Audio-Visual Alarm
 - The sound level of AVA should be at least 5 to 20% higher than the ambient noise level; and
 - The audio frequency and its amplitude band should be increasing and uniquely heard to keep persons alert in the blind zone during reversal.
 - AVA should be of IP 67 compliance.
 - (ii) Anti-Skid and Tail -End Protection System.

The provision of tail end protection, bumper extension or any other device shall be provided in dumpers/tippers to prevent collision both head on and head to tail conditions.
 - (l) Additional warning system for operator's fatigue should be provided in the machine.
 - (m) Operator's Seat in the Vehicle/HEMMs should be ergonomically designed to have adequate comforts while driving continuously.

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

BG should obtained from Nationalised Bank

DATE :

BANK GUARANTEE

Name of Bank:
To
The Odisha Mining Corporation Limited,
Bhubaneswar

Dear Sir,

Guarantee No.

Amount of Guarantee Rs /-(Rupees.....)only.

Guarantee cover from..... to

Guarantee remain full force

Last date for lodgment of claim : (Two months from date of expiry).

This Deed of guarantee executed by (Bank Name), constituted under the **Banking companies (Acquisition & Transfer of Undertaking) Act**..... having its registered office at and amongst other places, a branch at (hereinafter referred to as the bank) in favour of the Odisha Mining Corporation Ltd., **Bhubaneswar** (hereinafter referred to as OMC, the beneficiary .) for an amount not exceeding Rs /-(Rupees) only at the request of **M/s.** (hereafter referred to as the agency).

This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to maximum of **Rs /-** (Rupees.....) only and the guarantee shall remain in full force from to **(date of expiry)** with further claim period of two months and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the bank on or before(last date of lodgment of claim) by the OMC, **Bhubaneswar** in writing.

For (Bank) Seal

Branch Manager
Branch

SUBJECT TO AS AFORESAID

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

(Main guarantee matter may be typed hereafter)

BG No :
Date:.....

Amount:.....

Valid period from to

Claim period up to.....

BANK GUARANTEE

The Odisha Mining Corporation Ltd BBSR (herein after called as the OMC) has agreed to accept from M/s atPO PSDistrict.....,State.....,(herein after called as Agency) a bank guarantee for Rs. (Rupees)only for the period fromto..... with a further claim period of two months & the last date of lodgment of claim withintowards EMD/SD/ISD/Performance Guarantee/Guarantee against advance payment in connection withWork/Contract/PO/Tender no & date.

We(Bank).....branch, do hereby undertake to indemnify and keep indemnified "OMC." to the extent of Rs (Rupees..... only) for the period from to with the last date of lodgment of claim within

We (Bank).....branch, further agree that if a demand is made by the OMC, have no right to decline to cash the same for any reason whatsoever . The fact that there is a dispute between the said Agency and the OMC is no ground for us to decline to honour invocation the Bank guarantee and such invocation is a sufficient reason for the OMC to enforce the bank guarantee unconditionally without any reference to the said Agency, within 48 hours excluding holidays.

We.....(Name of the Bank & Branch).....branch, further agree that a mere demand by the OMC is sufficient for us(Bank Name),..... branch, to pay the amount covered by the bank guarantee without reference to the said Agency and any protest by the said Agency cannot be valid ground for us,.....Bank..... Branch, to decline payment to the OMC.

Wethe bank, undertake to pay to the OMC any money so demanded notwithstanding any dispute or disputes raised by the said agency in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal.

If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch atBhubaneswar, by the OMC before the last date of lodgment of claim

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

under this guarantee, then not withstanding anything to the contrary herein contained, the liability of the Bank under this guarantee shall be enforceable as due to us.

BG No :.....

Date:.....

Amount:.....

Valid period from to

Claim period.....

Wethe bank further agree that the OMC shall have fullest liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the agreement/work order/contract / order etc or to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the OMC against the said agency and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agency or for any forbearance, act or omission on the part of the OMC or any indulgence by the OMC to the said agency.

We (Name of the Bank & specify branch Name)..... branch, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMC . in writing.

Notwithstanding anything contained herein above:

1. All claims under this guarantee must be presented to(name of the bank).....(Branch), Bhubaneswar (Odisha) .
2. Our liability under this Bank Guarantee shall not exceed Rs.(Rupees)only.
3. This guarantee will not get discharged due to change in the constitution in the bank or the said agency.
4. This Bank Guarantee shall remain valid upto..... (date of expiry) with additional claim period of two months and claim under this guarantee can be served on or before (last date of lodgment of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if OMC. serves a written claim or demand on the bank on or before (last date of for lodgment of claim.)
6. We declare that this Bank Guarantee is not tainted with fraud and is furnished in the written request of the Agency.

Signature:

Name:

Address:

For & on behalf of

(Seal)

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd

Signed and delivered this on.....

Signature of the Bidder

Head of Deptt. (Mining)
OMC Ltd