

CORRIGENDUM

In continuation to the Tender Call Notice No.214/OMC/S&M/2017 for the work of Transportation of iron ore (CLO and Fines) from OHP (Baliparbat) to Daitari Railway Siding, including machine loading and unloading and loading of railway wagons at Daitari Railway siding by manual and mechanical means" published in the daily News Papers "The New Indian Express, The Economics Times, The Hindustan Times & The Samaj" on dt12.05.2017, the following insertion/changes is made to the Clauses mention as under:

1. Clause No.2 (Eligibility Criteria) of NIT.
2. Clause No.1 (Documents and Information)of Tender schedule part 1 (A)General Terms and Conditions.
3. Techno-commercial bid part1 (A) of Tender schedule.
4. Clause No.1 (Eligibility Criteria) of Part-I (B) Special Term and Condition other than General Terms and Conditions.

The interested Bidders having no valid Transporting Agent's Registration Certificate and loading licence for loading at Daitari Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading licence for loading at Daitari Railway siding in form 11 within 21days from the date of issue of LOI, failing which the EMD submitted by the bidder shall be forfeited alongwith cancellation of LOI.

All other terms & conditions remain unchanged.

General Manager (S&M)

THE ODISHA MINING CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)
BHUBANESWAR.

Tender Call Notice No.214/OMC/S&M/2017

Sealed tenders are invited by M/s Odisha Mining Corporation Ltd., Bhubaneswar for the following work.

1. **General Description/Scope of work:**

Transportation of iron ore (CLO and Fines) from OHP (Baliparbat) to Daitari Railway Siding, including machine loading and unloading and loading of railway wagons at Daitari Railway siding by manual and mechanical means.

Sl. No.	Description of work	1 st year quantity in lakh MT	2 nd year quantity in lakh MT	3 rd year quantity in lakh MT	Approximate value of Ist year work (Rs. in lakhs)	Earnest money (Rs. in lakhs)
1.	2.	3.	4.	5.	6.	7.
1.	a) Transportation of iron ore (CLO and Fines) from OHP (Baliparbat) to Daitari Railway Siding including machine loading and unloading.	20.00 ± 20%	20.00 ± 20%	15.00 ± 20%	2698.17	135.00
	b) Loading of (CLO and Fines) into railway wagons at Daitari Railway Siding by manual and mechanical means.	20.00 ± 20%	20.00 ± 20%	15.00 ± 20%		

The bidder fulfilling the following eligibility criteria only can participate in the tender.

2. **Eligibility Criteria:**

- (i) Sole Proprietorship Firm/ Partnership Firm/ Company registered under the Indian Companies Act can participate in the tender. Consortium is not eligible to participate in the bid.
- (ii) If the bidder is a partnership firm, the firm shall abide by the stipulations as mentioned below.
 - The Partnership Firm shall be a registered 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 shall be registered under the Indian Registration Act'1908.
 - The Partnership Firm shall be in existence & in operation for **at least 4(four) years** prior to the date of notice inviting tender.
 - The Partnership Firm shall have its own experience as required in the present tender notice. Experience of individual Partners shall not be considered as the experience of the Partnership Firm.
 - The Partnership firm shall have a valid **EPF Code & Service Tax/GST Registration of its own** & not in favour of any individual Partner.
 - All the conditions of eligibility criteria as stipulated in the tender notice shall be of the Partnership Firm & not of the individual Partners.
- (iii) The bidder shall have successfully executed wagon loading/transport work(s) and wagon loading of ore/minerals for a minimum amount of 30% in case of a single work or 50% in case of two works of the value of work shown in column No.6 of clause - 1 of NIT in any one financial year during the last five financial years ending on 31ST March 2017.
- (iv) The bidder shall have minimum annual turn over equivalent to an amount as shown in column No.6 clause -1 of NIT in one financial year during the last five financial years ending on 31ST March 2017.

- (v) The bidder shall own/ have capability to arrange adequate fleet of trucks and loading machinery at its command and skilled manpower to execute the work within the stipulated time.
- (vi) The bidder shall have own valid EPF Code number.
- (vii) EMD for Rs. 135.00 lakh and cost of tender paper for Rs. 5,000/-+VAT 5% totaling to Rs. 5,250/-.
- (viii) The bidder shall 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 the above effect.
- (ix) The bidder having done only transportation work and no wagon loading work shall not be eligible in this tender & hence experience in wagon loading is a must.
- (x) The bidder shall have valid PAN issued by Income Tax authority.
- (xi) The bidder shall be registered under Service Tax/GST authority for the above service classification.
- (xii) The bidder shall have filled his I.T Return for the last three consecutive years i.e. Financial Year 2013-14, 2014-2015 & 2015-2016.
- (xiii) The Bidder shall have valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.
- (xiv) The Bidder shall have valid Loading License for loading at Daitari Railway siding in Form -11 issued by concerned Mining Officer/ Deputy Director Mines.
- (xv) The interested Bidders having no valid Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 within 21 days from the date of issue of LOI, failing which the EMD submitted by the bidder shall be forfeited along with cancellation of LOI.

The tender without the required EMD & cost of tender paper shall be rejected. Authenticated i.e. signed and stamped documents in respect of eligibility criteria must have been submitted along with the tender.

3. **Period of work:**

The period of work shall ordinarily be 3 years. However, initially the work will be awarded for a period of one year for the quantity mentioned in the Tender Schedule which may be extended to 2nd year and then 3rd year on assessment of the performance in the preceding years at the sole discretion of OMC Ltd. It is a year to year contract, ordinarily for 3 years subject to assessment of performance.

4. The tender will be on two bid system i.e. Techno-commercial Bid & Price Bid.

5. The detail tender documents will be made available in OMC web-site www.omcltd.in.

6. The tender documents for the above work has to be downloaded from OMC web-site www.omcltd.in and submitted along with the **tender paper cost of Rs.5,000/-+VAT 5% totaling to Rs. 5,250/-** (Rupees Five thousand two hundred fifty) only (non-refundable) in the shape of D.D. drawn in favour of Odisha Mining Corporation Limited in any Nationalized/ Scheduled Bank payable at Bhubaneswar. The authority shall not be responsible if any problems arise in downloading bid documents or any portion.

7. The tender documents for the above work duly filled in along with the specified EMD & cost of tender paper in the shape of Demand Draft/ Bankers Cheque/ Pay Order in favour of Odisha Mining Corporation Limited, Bhubaneswar on any Nationalized/ Schedule Bank, payable at Bhubaneswar should be submitted by the bidder on **dt 26.05.2017 by 1.00 PM** in the Tender Drop Box of Sales & Marketing section, OMC Limited, Head Office and the Techno-commercial Bid will be opened on the same day **at 3.00 PM in presence** of the bidder or his/her authorized representative, if available. The date of opening of price bid of the qualified in technical bidding will be intimated to the bidders latter. The intending bidder should visit the site before quoting the rate.

8. The entire information in the tender schedule including the price bid shall be typed written. Hand-written T.S. & price bid will be rejected.

The OMC Ltd. reserves the right to accept or reject in full or part of any tender without assigning any reason whatsoever.

(Visit us at www.omcltd.in)

**The Odisha Mining Corporation Ltd
Bhubaneswar**

ODISHA MINING CORPORATION LIMITED

(A Gold Category State PSU)

OMC HOUSE

BHUBANESWAR-751 001.



TENDER FOR THE WORK OF “TRANSPORTATION OF IRON ORE (CLO AND FINES) FROM OHP (BALIPARBAT) TO DAITARI RLY. SIDING INCLUDING MACHINE LOADING AND UNLOADING, AND LOADING OF RLY. WAGONS AT DAITARI RLY SIDING BY MANUAL AND MECHANICAL MEANS”

TENDER SHALL BE RECEIVED ON 26.05.2017 BY 1.00PM.

Date.

To

The Odisha Mining Corporation Limited,
Bhubaneswar – 751 001 ().

Ref:- Tender Notice dated. .

Sub:- Transport of Iron Ore (CLO and Fines) from OHP (Baliparbat) to Daitari Rly. siding including machine loading and unloading, and loading of Rly. Wagons at Daitari Rly. Siding by manual and mechanical means.

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 assessed and understood the ground realities and agree to execute the work and achieve the targeted quantities by entering into an agreement with the OMC Ltd. within the time stipulated. I/We shall not take any stand in any proceeding contrary to what are stated above so also a plea that it is a contract for a period of 3 years.

I/We bind myself/ourselves to furnish the required security deposit, execute an agreement in the proforma prescribed by OMC Ltd., and commence the work within **fifteen days** (3 days in case of only transportation of ore) of issue of Letter of Intent (LOI)/ Work Order, failing which I/We shall have no objection to the forfeiture of the earnest money deposited by me/us with OMC Ltd. including the value of the work done and rescission of contract/agreement and to bear all the liabilities for such failure.

Encl.:- List of documents.

- 1) Part I – Techno-commercial Bid
- 2) Part-I(A) General Terms & Conditions of Contract.
- 3) Part -I(B) Special terms & conditions of contract.
- 4) Part-II-Price Bid.

Signature & Rubber Stamp of Bidder.

Witness:

1.

Address:

2.

(This should be given in bidder's letter head pad.)

GENERAL TERMS AND CONDITIONS.

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 The Tender submitted shall accompany the following documents :

(a) Complete set of the tender documents alongwith clarification agenda/corrigenda, if any, duly filled in and signed & stamped by the bidder.

(b) The bidder shall submit the authenticated copies of its latest income tax return submitted to the I.T. Authority for the last three years starting from 2013-2014 to 2015-2016. The tax return shall be for the three years preceding financial year 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 as per Clause 4(a) of **Part - 1**. The bidder shall have to produce proof of ownership/capacity to arrange adequate fleet of machinery to be deployed or/and submit the proof of his registered agreement with any other supplier of equipments to provide the same on lease/rental basis to the bidder for performing the work.

(d) Organizational chart giving details of field management at site, which the bidder proposes to have for this job & total number of statutorily qualified persons to be deployed by the bidder.

(e) Undertaking by the Bidder stating that they are not declared ineligible/incompetent for participating in any tender by any competent court of law / forum.

(f) Own valid EPF Code No. certificate of the bidder issued by the RPF, Govt. of India in original or true copy/Photostat copy duly attested by a Gazetted Officer. The bidder shall 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 Lol.

(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 five years as per clause 9 of Part- 1

1.2 In case of a 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 or company in the matter.

1.3 In case of Company, Certificate of incorporation issued by Registrar of companies, Articles of Association and Memorandum of Association to be enclosed.

1.4 Copies of audited balance sheets & profit & loss account for the preceding three years up to Financial Year 2015-16.

1.5 The bidder has to download the tender document from OMC website and submit the same along with the prescribed EMD & value for the tender paper cost in shape of Bank Draft drawn on any Nationalized/Scheduled Bank in favour of the Odisha Mining Corporation Limited payable at Bhubaneswar. However, if the tender documents submitted after downloading from OMC website found to have been tampered or differs from the tender documents available with the undersigned, the bid will be rejected.

1.6 The Bidder ought to have valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.

1.7 The Bidder ought to have valid Loading Licence at Daitari Railway siding in Form (11) issued by concerned Mining Officer/ Deputy Director Mines.

1.8 The interested Bidders having no valid Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 within 21 days from the date of issue of LOI, failing which the EMD submitted by the bidder shall be forfeited alongwith cancellation of LOI.

SIGNATURE OF THE BIDDER

- 1.9 Earnest Money Deposit (EMD) is to be deposited for the work as per the Column-7 of Clause No-1 of NIT.
- 1.10 Any other documents which are not listed above but are in eligibility criteria then the bidder shall have to submit the same. All the documents must have been authenticated i.e. signed & stamped.
- 1.11 Bank Mandate form as per **Annexure-1**.

2. Special instruction for submission of Tender:

a) Pages to be initialed:

As token of acceptance to comply with the tender condition the bidder shall have signed and stamped all the pages of all sections of tender documents with date at the lower left hand corner and duly page marked and indexed.

b) Notice and Communication:

- i) Bidder is required to state his/her/its correct and complete postal address with PIN code in the tender document and shall indicate his/her/its E-mail ii) or website, if maintained. All notices and communications to any bidder by the OMC Ltd. 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 the date of mailing.
- ii) All notices and communications addressed by the OMC Ltd. to the bidder or by the bidder to the OMC Ltd. concerning the work to be executed under the Contract shall be in writing.
- iii) Changes in the Management/authorised representative/constitution:
The bidder shall inform the OMC Limited forthwith any changes in their management, Authorised representative or constitution of Business Organisation.

c) Other general instructions.

- i) Tender documents obtained by any bidder are not transferable to another bidder.
- ii) The bidder shall submit the tender in two parts i.e. Part – I and Part – II.
Part–I is Techno-commercial Bid and shall contain Tender schedule Part – 1, Part-1(A), Part – 1(B) signed in all pages, required documents & information, cost of tender paper and EMD.
Part - II shall be only Price Bid.
Both the bids (Techno Commercial & Price Bid) 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.
- i) The Techno Commercial Bid shall be opened on the date as per NIT in the Sales and Marketing Section, OMC Ltd,Head Office, Bhubaneswar in the presence of the bidders or their authorized representatives. However, during opening of the bid 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. The date of opening of price bid of the qualified in technical bidding will be intimated to the bidders latter.
- ii) OMC Ltd. reserves the right not to accept the lowest offer and/or to divide the work to more than one party/parties.
- v) OMC Ltd. shall not be liable for any delay in receipt of the tender document by the bidders due to postal delay or any other and no extension of time to the date of tender opening shall be given for this reason.

SIGNATURE OF THE BIDDER

vi) The tender 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**.

vii) **Rates to be in figures and words & validity of the offered rate.**

The bidder shall quote in English the rates tendered by him/her 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 shall 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 tender duly signed by the bidder. In case of controversy, the rates will prevail over the amount and words over the figures. The rate offered by the bidder shall remain valid for 90 days from the date of receipt of tender.

The tendered work comprises of transporting and wagon loading and rates are invited against each item of work. However, for the purpose of deciding L-1 bidder, the calculation shall be as under.

The total quoted work value shall be calculated for each bidder by multiplying rate quoted for each item and the quantity against that item. The least work value quoted by bidder shall be treated as L-1 bidder.

3. CONDITIONS FOR EMD.

- a. The tender shall be accompanied with the EMD (as prescribed in the NIT) in shape of Bank Draft/Pay Order/Bankers Cheque in favour of OdishaMining Corporation Ltd., payable on any Nationalized/Schedule Bank at Bhubaneswar. No interest will accrue on the Earnest Money or any other dues assessed on OMC.
- b. Tender without prescribed earnest money shall be liable to be rejected.
- c. The earnest money of all bidder shall be refunded within 15 days after cancellation in case the tender process is cancelled by OMC Limited.
- d. The EMD to the disqualified Bidder(s) in Techno Commercial Bid evaluation shall also be refunded immediately after evaluation of the Techno-commercial Bids along with their unopened price bids. Earnest Money shall be refunded to the unsuccessful bidders within 15 days after issue of work order to successful bidders.
- e. The earnest money deposit of successful bidder, if awarded work, shall be adjusted towards ISD (Initial Security Deposit) payable by the bidder.

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

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 value deposited within 15 days of the issue of LoI. The ISD shall be deposited in shape of Demand Draft/ Pay Order / Bankers Cheque drawn on anyNationalized/ Schedule Bank in favour of OMC Ltd. payable at Bhubaneswar. 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 after commencement of work.

In case the work value is more than Rs.1.00 Crore, then the bidder shall have an option to deposit an irrevocable Bank Guarantee of anyNationalized Bank worth 5% of the work value in OMC's format and take back the EMD deposited only after one month of commencement of work.

SIGNATURE OF THE BIDDER

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 ISD will be forfeited including the value of the work done till then. In case the work is not completed 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.

The ISD shall be refunded to the bidder after final settlement of his bill and refund of S.D. and as per Clause 15 of Part- 1 (B)

CHAPTER – II (CONDITION FOR REJECTION OF TENDER)

5. OMC LTD'S RIGHT TO REJECT TENDERS:

- 5.1 In case it is observed that the documents/information submitted by the bidder are not correct, it will be sufficient cause for rejection of the tender and OMC Ltd. may also forfeit the EMD.
- 5.2 The OMC Ltd. reserves the right for rejection of any or all the tenders received or accept a tender either for total work or part thereof, or to divide the work amongst two or more bidders, 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 its tender. If any part of the work under the scope of this tender document is not quoted for, the tender may be liable to be rejected by the OMC Ltd.
- 5.3 Tenders otherwise than on the prescribed lines, form, and pattern described herein are liable to be rejected.
- 5.4 Canvassing in connection with tenders and /or tenders containing uncalled for remarks are liable to be rejected.
- 5.5 Offer with any modification(s) and /or special condition (s) of the bidder is liable to rejection.
- 5.6 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.
- 5.7 A bidder whose contract / agreement had been rescinded /terminated by OMC within the preceding three years including the year in which the tender is submitted, shall be ineligible to tender for and the tender if submitted, shall be rejected summarily. 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.

CHAPTER – III (AGREEMENT, OBLIGATION OF THE BIDDER (OTHER THAN STATUTORY) DURING EXECUTION OF THE CONTRACT).

6. AGREEMENT:

- 6.1 It shall be the responsibility of the successful bidder to submit the signed copies of the agreement to Odisha Mining Corporation Ltd. within twenty days of issue of Letter of Intent/Work Order.
- 6.2 The written agreement governing the contract, to be entered into between the OMC Ltd. and the selected bidder shall, in all respects, 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

7. **SECRECY:**

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

8. **SUB-LETTING OF WORK IN WHOLE OR PART:**

8.1 The bidder shall not without written 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.

9. **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 bidder to execute the work strictly as per plan and in accordance with the instructions of Mines Manager, concerned.

10. **SUPERVISION OF WORK BY BIDDER:**

10.1 The bidder shall have the sole and exclusive responsibility for supervision of the work and all his workmen engaged therein.

10.2 The bidder shall provide to the satisfaction of Mines Manager sufficient and qualified staff for supervision and execution of the work in such manner and execute the type of work 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 bidder without additional charges on account thereof. The bidder shall ensure to the satisfaction of the Mines Manager that efficient supervision by competent persons shall be provided.

10.3 The bidder shall keep at all times 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 Ltd. 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 bidder himself had received them. The act of Site In-charge is the act of the bidder, and binding as if done by the bidder himself. It shall be open to OMC Ltd. to enforce replacement of the Site In-charge and/or any other employees of the bidder 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.

11. **URGENT WORKS:**

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

SIGNATURE OF THE BIDDER

12. The bidder 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 Ltd. that the organization of the bidder is insufficient/inadequate to deliver the progress/quality of work as required, the OMC Ltd. may order the bidder to change or improve his HEMM, equipment, facilities methods or organization and the bidder shall promptly comply with such orders but compliance with such orders shall not relieve the bidder of his obligations to secure the degree of safety, the quality of work and the rate of progress required under the contract. The bidder alone shall be responsible for the safety and adequacy of his HEMM, equipment and method.
13. **BIDDER'S SITE OFFICE:**
The bidder 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 bidder /site in-charge shall depute suitable person and inform the Mines Manager in writing.
14. **BIDDER'S CAMP:**
- 14.1 The bidder may, at his option, on lands owned or controlled by the OMC Ltd. 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 bidder shall comply with all local statutory requirements with respect to licenses, and other regulations in connection with such camp(s) or services. The bidder 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 Ltd. will get it done at bidder's risk and cost.
- 14.2 The bidder 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.
- 14.3 Electricity may be provided by the OMC Ltd. at one point and will be charged at prevailing rates applicable for industrial use. Residential accommodation, subject to availability, for site-in charge may be given on hire charges at market rent. OMC shall not however, be liable for any abstraction and theft of energy/electricity or tampering of metering unit.
- 15.1 **HOUSING: -**
- 15.1 The bidder shall at its own cost provide housing accommodation for its employees and OMC Ltd. shall be under no obligation to provide such accommodation. Subject to availability, OMC Ltd. may provide such accommodation to the bidder for some of its employees from the existing accommodation. The same may be provided on written request made by the bidder subject to discretion of the OMC Ltd. and recovery of the market rents from the bidder's bills. The bidder shall demolish all structures erected by it in OMC land and clean the land before leaving the site on the expiry of the contract at its own cost. The bidder shall not erect any hutments or building on OMC's land without prior permission of the OMC Ltd. If at the close of the contract, the bidder does not handover the land or properties made available to them during the tenure of the contract to the Mines Manager, then bidder's final bill/ and other payables will not be paid by the OMC Ltd.
- 15.2 The OMC Ltd. may provide space, if bidder requires to set-up their workshop. The OMC Ltd. on payment of cost may provide electricity and water subject to availability. In case bidder uses any workshop facility of OMC Ltd., the same can be provided on chargeable basis.
16. **OPERATION AND MAINTENANCE OF MACHINERY AND EQUIPMENT :**
The bidder will be responsible for operation and maintenance and repairs of all machinery, equipments, tools and tackles of his own and the OMC Ltd. shall have no responsibility in this regard including any claim for their idling charges.

SIGNATURE OF THE BIDDER

17. INSPECTION OF WORK:

The Mines Manager and Resident Geologist or their 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 bidder shall afford or procure for the Mines Manager or his representative, every facility & assistance to carryout such inspection. The bidder shall at all times during the usual working hours and at all other times at reasonable notice of the intention of the Mines Manager and/ 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.

18. PROGRESS EVALUATION MEETINGS:

The Site in-Charge shall attend the progress evaluation meeting as and when required.

19. PROGRESS REPORT:

The bidder shall submit daily the detailed progress report to the Mines Manager in the proforma, prescribed by the Mines Manager.

20. LABOUR RELATONS:

Any action taken by the bidder in relation to handling his employees shall not adversely affect the existing labour relations of the OMC Ltd. No claim for idling charges of the labourforce engaged by the bidder is payable by OMC.

CHAPTER – IV - STATUTORY DUES.

21. TAXES, DUTIES & CHARGES ETC:

The bidder 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 modified or new tax is imposed under authorized statutory provisions of Central, State or local Govt. agency or authority, during the tenure of this contract, may be considered by OMC for payment. Applicable Service Tax will be borne by OMC on submission of Service Tax/GST, Registration Certificate relevant to the contractual work and submission of bill under Rule 4A of ST Rules.

The bidder shall raise bills separately for transport component and wagon loading component. The work value of transportation will be covered under GTA service and applicable service tax on the same will be paid by OMC.

The bidder shall claim service tax/GST on wagon loading work value under cargo handling services. However, levy of service tax/GST is exempted for cargo meant for export. So the bidder shall not charge any service tax/GST on wagon loading charges for rakes sent to Paradip for export purpose.

But the bidder shall charge service tax/GST at applicable rate on wagon loading charges meant for domestic sale. It is the sole responsibility of the agency to ensure deposit timely the service tax/GST with the concerned Service Tax/GST Authority.

Also the bidder is liable for compliance for all statutory law rules, acts etc.

CHAPTER – V - STATUTORY OBLIGATION OF THE BIDDER.

22. (a): Contract Labour (R&A) Act' 1970.

The Bidder is required to obtain Labour License under Section 12 of the Contract Labour (Regulation and Abolition) Act 1970 read with Rule-21 of the Contract Labour (Regulation and Abolition) Central Rule, 1971 and submit the same to Mines Manager of concerned Mines valid from date of work till the end of the work period. It will be the Bidder's responsibility to pay the wages/salaries to his employees including the idle charges asfixed as per their own standing order and in absence thereof the standing order of the concerned mines. All idling charges, if any, of the contractor's work force, for any reason whatsoever is payable by him/ agency.

23. (a) MV Act:

Bidder shall follow the M.V.Act during process of transport in the mines premises. The valid license in respect of drivers of vehicle shall be produced for verification by Mines Manager or his authorized representative as and when required. The bidder is further required to register itself with concerned Transport Authority as a Transporting agent.

SIGNATURE OF THE BIDDER

Bidder shall follow the M.V.Act during process of transport in the mines premises. The valid license in respect of drivers of vehicle shall be produced for verification by Mines Manager or his authorized representative as and when required. The bidder is further required to register itself with concerned Transport Authority as a Transporting agent.

(b): Any other Act, Rules, Legislation does not specifically mentioned here shall be complied with by the bidder if it is required to be complied with by OMC/ bidder.

24. (a). **Workmen Compensation Act:**

The bidder shall report occurrence of all accidents of their employees arising in the course of the work and shall effect payment of compensation as per the Workmen's Compensation Act, 1923 as amended from time to time within the prescribed time limit. In case of any accidents the bidder must immediately bring it to the notice of the Manager in writing, who will send, necessary notice to the concerned authorities within 24 hrs. of accident.

In the event of bidder's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, 1923, the OMC Ltd. shall have the right to set apart the relevant amount from pending bills or other assets of the bidder with them for due settlement of the claim arising under the said Act and Rules at their own discretion and the bidder shall bear the full responsibility in this behalf. In case the bidder fails to report after occurrence of accident within 2 hours, then the non-reporting will be taken as violation of the present agreement by the bidder and OMC Ltd. reserves the right to take action as deemed fit under the statute and this will be treated as breach of agreement provision / terms.

(b) **Tools & Implements:** The bidder shall provide all tools, implements, vehicles and all other materials including safety equipments required for the purpose.

(c) **Labour Welfare:** The bidder shall carry out all the mining operation and comply strictly with all provisions of the Mines Act, 1952, Mines Rules, 1955 and Metalliferous Mines Regulations, 1961, MMRD Act, Payment of Wage Act, Payment of Wages (Mines) Rules and any other orders, instructions, amendments etc, connected with the above Act, Rules & Regulations as applicable to the concerned mine. In the event of their failure to do so, the OMC Ltd. shall be free without prejudice to its other rights, to remedy the breach and recover the cost thereof by making deduction from the bidder's bill, security deposit or otherwise. The bidder shall hold the OMC Ltd. indemnified against all cost, damages, loss or any payment whatsoever, that the OMC Ltd. may incur as a result of such non-compliance.

(d) **Maternity Benefit Act, 1961:** The bidder shall abide by the provisions of the Maternity Benefit Act, 1961 and the rules framed there under and maintain such registers and documents in prescribed forms as required under the above mentioned statutes and produce before the Officers of the OMC Ltd. and other statutory authorities prescribed in this behalf, as and when required.

(e) **Industrial Dispute Act:** The bidder shall comply with all provisions laid down in the Industrial Dispute Act, 1947 and matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said Act and Rules framed there under by the Central Government in matters of retrenchment, lay off and conditions of service of the employees engaged in his works. Besides, he shall adopt all measures in the direction of maintenance of perfect industrial peace in the work allotted to him.

Standing Order

(f) The bidder shall make his own standing orders for the labourers engaged by him and get the same approved through the concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of Industrial Employment (Standing Orders) Act, 1946. In absence of such Standing Orders, the Model Standing Order has to be implemented.

SIGNATURE OF THE BIDDER

(g) The bidder shall, at his 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 bidder fails to observe and perform and discharge their obligation under the said Act, the OMC Ltd. shall recover from the bidder any cost or expenses that it may have to incur or suffer on account of the bidder's failure.

(h) The bidder 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

(i) Relevant records and registers as are required to be maintained under these legislation/award/decision and produce them before the Officer of the OMC Ltd. and other statutory authorities, as and when required.

(j) The bidder should have their P.F. Code No. and shall be solely responsible for deductions of employees contribution and deposit of contributions regarding the provident fund under Employees' Provident and Misc. Provisions Act, 1952, Employees' Provident 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 said Act and Schemes. A copy of such return along with original deposit challan duly certified by the bidder 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 bidder's monthly bill shall not be released. If any liability arises on account of the failure of the bidder with regard to these provisions, OMC will be entitled to recover the same from the bills or otherwise.

Minimum Wages & Provisions under Statute:

(k) The bidder shall take into account the recent notification of Government of India or any change during the tenure of the contract in regard to payment of minimum wages in respect of mine workers and shall pay in conformity with the provision of the said Act to all categories of workers employed or to be employed by him and shall also fix the norm of payment under different items in conformity with the above Act.

k) The bidder shall be responsible to fulfill the provisions under the Mines Act, Regulations and Rules framed there under as amended from time to time 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.

Payment of Gratuity Act, 1972.

l) The Bidder shall abide by the provisions of the Payment of Gratuity Act, 1972 and the rules framed thereunder and maintain such registers and documents in prescribed forms as required under the above mentioned statute and produce before the Officers of OMC Ltd. and other statutory authorities prescribed in this behalf as and when required.

m) Any other Acts, Rules, Legislation not specifically mentioned here shall be complied with by the Bidder, if it is required to be complied with by OMC / Bidder.

(n) The bidder shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of Agreement Rules/By-laws framed thereunder including, but not limiting to the following, shall maintain such registers and documents as are required under the various statutes, for production of the same before OMC and/or other Statutory Authorities prescribed in this behalf as and when required. Non-compliance of the provisions/stipulations of these Acts will render the bidder liable to payment necessary compensation/penalty as deemed fit by the Company.

SIGNATURE OF THE BIDDER

i)	The Contract Labour (Abolition & Regulation) Act, 1971.
ii)	The Payment of Wages Act, 1936.
iii)	The employees Provident Fund Act, 1952 & Employees' Provident Fund Scheme, 1952.
iv)	The Maternity Benefit Act, 1961.
v)	The Payment of Bonus Act, 1956.
vi)	The Mines Act. 1952.
vii)	The Industrial Disputes Act,
viii)	The Payment of Workmen's Compensation Act, 1923.
ix)	The Minimum Wages Act, 1948
x)	The Payment of Gratuity Act, 1972
xi)	Forest Conservation Act, 1980
xii)	AIR & Water Pollution Acts.
xiii)	Mines Rules, 1955.
xiv)	Metalliferous Mines Regulations, 1961.
xv)	Indian Explosives Act, 1984 & Indian Explosives Rules, 2008.
xvi)	Mines Vocational Training Rules, 1966.
xvii)	Mines & Minerals Regulation & Development Rules, 1998.
xviii)	Mineral concession Rules, 1960.
xix)	Mineral conservation & Development Rules, 1960.
xx)	Environment Protection Act, 1986 and Environment Protection Rules, 1986.
xxi)	Indian Forest Act, 1927.
xii)	Indian electricity Rules, 2003.
Xiii)	Indian Electricity Rules, 1956.
xiv)	Motor Vehicles Act, 1988.

It shall be the sole responsibility of the bidder to ensure all kinds of payments to his workers and submissions of returns in time, as required by various authorities concerned. In case of the Bidder's default in making statutory payments in time, OMC reserves the right to deduct necessary amount from the Bidder's bill, towards such payment without prejudice to the rights and remedies of OMC.

o) Any other Act, Rules, Legislation not specifically mentioned here shall be complied with by the Bidder if it is required to be complied with by OMC/ Bidder.

p) **Drinking Water:** The bidder has to make arrangement for supply of drinking water to their labourers and staff at their cost. However, from the existing water supply facilities in camp, if available, the OMC Ltd. may supply water to the workers and staff of the bidder on the written request in mine or any other working place in the mine. Bidder has to accept the rate of water charges in writing before the supply is effected.

Medical Facilities, Vocational training & Safety equipments:

q) The bidder has to provide all medical facilities to their labourers and staff at their cost.

r) Vocational training to the bidder's workers is compulsory and will be provided by the OMC Ltd. But daily wages of the workers during the period of initial training as well as refresher course as per the V.T. Rules and the cost of photographs will be borne by the bidder. No contract labour shall be employed without training at VT center provided, however, that the labourers have already been trained in some other mines earlier.

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s) Safety equipment like helmets, boots, goggles, safety belts, leg guard shall be provided by bidder at his own cost to all his entitled workers. The bidder has to ensure use of such equipments by the worker at the work site as per statute. In case the bidder fails to provide such equipments the Mines Manager of the mine shall procure these safety equipments and supply to the workers of the bidder. The entire cost of such procurement plus **17.5%** for incidental charge shall be recovered from the bidder's bills.

t) **Bonus:** The bidder shall solely be responsible in respect of payment to the labourers under the Payment of Bonus Act, 1965 as amended from time to time. He shall also be solely responsible for maintenance of records in respect of the above payment and submission of returns in accordance with the provisions of the said Act.

u) **Standing Order:** In the matters connected with labour and staff under this Tender schedule/contract, the bidder shall be "EMPLOYER" as defined in the various Act, Rules, and Regulations pertaining to the nature of work involved.

v) **Epidemic/ Contagious diseases:** The bidder shall report immediately to the OMC Ltd. every case of epidemic or contagious disease occurring in colonies occupied by the employees. Failure to do so will render the bidder liable to the OMC Ltd. for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

w) **Medical Examination:** The bidder at his cost shall arrange for initial Medical examination & periodical medical examination of his entire entitled employee as per Mine Rule, 1955. However, in case the bidder does not do the same, OMC Ltd. may do the same on behalf of bidder & the entire cost so borne shall be deducted from the payables of the bidder.

CHAPTER – VI - OTHER TERM AND CONDITION INCLUDING OMC RIGHT TO TERMINATE THE CONTRACT.

25. Due to any commission/omission by the bidder during execution of work or thereafter, if OMC sustains any loss/damage, then the total cost of such loss/damage shall be recovered from the bidder. The bidder shall abide by such decision of OMC Limited.

26. Upon completion of the contract and pending finalization of accounts, if it is found that the bidder 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/or other parties is more than the amount receivable by the bidder, the bidder shall pay the differential amount. Further, after final settlement of account, if at a later stage it is found that the bidder has some amount payable to OMC Ltd./ in any other tender and the same has not been recovered inadvertently, then the bidder agrees/ guarantees 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.

27. 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 Ltd. The decision of the Regional Head will be final and binding on the bidder.

28. In case of any dispute arising out of interpretation of the agreement / any provisions of the agreement and implementation of contract, the decision of MD/CMD/Chairman, OMC Ltd. shall be final and binding on the bidder. The bidder can make a reference of dispute to MD/ CMD/Chairman, OMC Ltd. in case any dispute arises out of this agreement Decision of MD/ CMD/ Chairman will be final and binding on both the parties.

On failing, the dispute or difference is referable to a sole arbitrator to be nominated by the Bidder from out of a panel of three selected by the MD/CMD/Chairman of OMC Ltd. provided a notice of such dispute or difference is given to the other side. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996.

The sole arbitrator to be nominated shall be a retired high court judge or at least, a retired district judge. In any case, the arbitration shall have to be levied by the aggrieved party within 3 years positively from the date of cause of action.

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29. The contract will be terminated without any liability whatsoever to the OMC Ltd., in case the contract labour is abolished by Govt. orders. Further, in case due to any statutory constraints which may arise during the execution of contract, the continuance of work is not possible due to such constraints, then the contract will be terminated without any liability on OMC.
30. OMC shall be entitled to determine and terminate the contract at any time, should in its opinion, the cessation of work becomes necessary but not on account of any commission or omission of the Bidder, in this case the value of work done to date by the bidder 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 bidder claiming payment for expenditure incurred by him in the expectation of completing the entire work awarded to him, OMC may admit and consider such claims as are deemed reasonable and are supported by documents. The bidder, however, shall not be paid any compensation, however, on account of any profit/ advantage he might have earned on full execution of the total work. OMC's decision on necessity and propriety of such expenditure shall be final.
31. The bidder shall indemnify the OMC Ltd. in full for any task/ thing to be done in connection with the above work which was to be done by the bidder & on account of his default and/ or non-fulfilment of his obligations; the same is done by OMC Ltd. In such a case, all cost and expenses including interest, which are incurred by OMC are recoverable from the bidder.
32. Notwithstanding anything contained in any clause, the OMC Ltd. reserves the right to withhold/recover any of the dues payable under this contract or adjust the same against any dues recoverable from the bidder 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 bidder under any agreement/ contract or otherwise and in this respect the decision of the OMC Ltd. shall be final & decision of OMC Management shall be binding.
33. **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.
34. **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.
35. **SURVIVAL:**
Termination of this Agreement:
a. Termination of Agreement shall not relieve the bidder 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 of 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.

SIGNATURE OF THE BIDDER

36. **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.

37. **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.

38. **GOVERNING LAW AND JURISDICTION:**

This document shall be construed and interpreted in accordance with and governed by the laws of India. The Courts at Bhubaneswar, 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/Chairman/Managing Director and contemplated to be decided under the Governing Act, 1996.

39. **STEP OUT OBLIGATION:**

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

40. **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.
- 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.

SIGNATURE OF THE BIDDER

41. **DEFINITION**

- 41.1 "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 Limited and all communications submitted by the agencies in confirmation thereto.
- 41.2 "Tender Schedule" means collectively the tender documents, specifications, agreed variations, if any, as such other documents constituting the tender and acceptance thereof.
- 41.3 "Bidder" means an Sole proprietary Firms /Partnership firm & Company (Private Limited / Public Limited) / submitting the tender against the notice for invitation of tender and includes his authorised agents or representatives.
- 41.4 "OMC Ltd." means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001 including its successor and assignees or its representatives. OMC Limited shall also mean the owner wherever the context so requires.
- 41.5 "Agreement" means the written agreement which the Bidder shall enter into with the OMC Limited pursuant to the acceptance with the tender.
- 41.6 "Manager (Mining)" means such Officer as may be designated, under Mines Act-1952 by OMC Ltd in respect of the Mines.
- 41.7 "Beyond planning area" means the area beyond the planning made for that particular contract.
- 41.8 "Composite rate" means the rate offered for the product inclusive of the activities mentioned in the Tender Schedule to be done by the Bidder unless otherwise specified.
- 41.9 "Regional Head" means the Regional Manager, Daitari posted and appointed by the OMC Ltd.

(Seal)

Signature of the Bidder.

Name of the persons who has signed
the Tender paper (in Block letters)

Permanent address of the Bidder.

Temporary address of the Bidder.

**Odisha Mining Corporation Limited
(A Government of Odisha Undertaking)
Bhubaneswar**

TECHNO - COMMERCIAL BID

- 1) Name of the bidder
- 2)
 - Postal address of the registered Office & branch office
 - Phone no, Fax no. Etc.
- 3) Status of the bidder
Sole Proprietorship firm/ Partnership firm/Company,
(Private Limited Or Public Limited)
- 4) Infrastructure of the bidder
 - a) Details of earth moving equipments and 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 the registered deed of agreement in a non judicial stamp paper 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 Lol. A detailed time schedule for mobilisation of equipments and plants are to be given.
- 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) For Company (Private Ltd./Public Ltd.) Certificate of Incorporation with the Registrar of Companies& Memorandum and Articles of association to be enclosed.
- 7) Audited Balance Sheet with profit and loss account of the Company / Individual / Firm for immediately preceding three financial years upto 2015-16 should be attached in support of the financial status..
- 8) Details of earnest money deposit and cost of Tender paper.
 - I.

		EMD	Cost of Tender Paper
a) Draft No.	Drawn On		
b) Date			
c) Amount			
d) Payable to			
e) Payable at			

SIGNATURE OF THE BIDDER

II. In case of refund of EMD to unsuccessful bidder, please furnish the bank A/c No.....Name of the bank..... And location of branch and its IFSC Code as per Annexure-1.

- 9) Performance / Experience Certificate for wagon loading and transportation at par with the instant tender.
Organisation where worked
- (a) Name of organisation
(b) Copy of Work Order / Agreement
(c) Performance Certificate from the said Organisation with quantity and value of work done year-wise to be enclosed.
- 10) Whether the Bidder has relationship with any of the Company's directors. If yes, please indicate the relationship.
- 11) (a)Undertaking by the Bidder stating that he or they are not declared to be ineligible /incompetent for participating in any tender by any competent court of law/forum.
(b)Valid EPF Code No . Certificate of its own.
(c) Any other documents necessary for taking up this type of job and also as per eligibility criteria.
- 12) PAN(Permanent Account Number) (copy to be enclosed).
13) Service Tax/GST Registration No. (Copy to be enclosed)
14) Valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.
15) Valid Loading Licence for loading at Daitari Railway siding in Form -11 issued by concerned Mining Officer/ Deputy Director Mines.
16)The interested Bidders having no valid Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 within 21days from the date of issue of LOI, failing which the EMD submitted by the bidder shall be forfeited along with cancellation of LOI.

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 may be rejected by the OMC Ltd.

I/We also certify that I/We have visited the site and got myself/ourselves acquainted with Specified Area, Nature of work, Extent of work to be done to achieve the required quantity, Labour related local conditions and other relevant local conditions. My/Our price bid is based on the basis of our full understanding about the job.

It is to confirm that our offer shall be valid for 90 days from the date of opening of the Techno-commercial bid.

I/We also authorise the company to forfeit my 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& SEAL OF THE BIDDER
WITH SEAL**

N.B: All the copies of the above documents must be self-attested.

THIS SHOULD BE SUBMITTED IN LETTER HEAD OF THE BIDDER.

**SPECIAL TERMS AND CONDITIONS OTHER THAN
GENERAL TERMS AND CONDITIONS.**

1. Eligibility Criteria:

- (i) Sole Proprietorship Firm/ Partnership Firm/ Company registered under the Indian Companies Act can participate in the tender. Consortium is not eligible to participate in the bid.
- (ii) If the bidder is a partnership firm, the firm shall abide by the stipulations as mentioned below.
 - The Partnership Firm shall be a registered 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 shall be registered under the Indian Registration Act'1908.
 - The Partnership Firm shall be in existence & in operation for **at least 4(four) years** prior to the date of notice inviting tender.
 - The Partnership Firm shall have its own experience as required in the present tender notice. Experience of individual Partners shall not be considered as the experience of the Partnership Firm.
 - The Partnership firm shall have a valid **EPF Code & Service Tax/ GST Registration of its own** & not in favour of any individual Partner.
 - All the conditions of eligibility criteria as stipulated in the tender notice shall be of the Partnership Firm & not of the individual Partners.
- (iii) The bidder shall have successfully executed wagon loading/transport work(s) and wagon loading of ore/minerals for a minimum amount of 30% in case of a single work or 50% in case of two works of the value of work shown in column No.6 of clause - 1 of NIT in any one financial year during the last five financial years ending on 31ST March 2017.
- (iv) The bidder shall have minimum annual turn over equivalent to an amount as shown in column No.6 clause -1 of NIT in one financial year during the last five financial years ending on 31ST March 2017.
- (v) The bidder shall own/ have capability to arrange adequate fleet of trucks and loading machinery at its command and skilled manpower to execute the work within the stipulated time.
- (vi) The bidder shall have own valid EPF Code number.
- (vii) EMD for Rs.135.00 lakh and cost of tender paper for Rs. 5,000/-+VAT 5% totaling to Rs. 5,250/-.
- (viii) The bidder shall 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 the above effect.
- (ix) The bidder having done only transportation work and no wagon loading work shall not be eligible in this tender & hence experience in wagon loading is a must.
- (x) The bidder shall have valid PAN issued by Income Tax authority.
- (xi) The bidder shall be registered under Service Tax/GST authority for the above service classification.
- (xii) The bidder shall have filled his I.T Return for the last three consecutive years i.e. Financial Year 2013-14, 2014-2015 & 2015-2016.
- (xiii) The Bidder shall have valid Transporting Agent's Registration Certificate in Form (A) issued by concerned Mining Officer/ Deputy Director Mines.
- (xiv) The Bidder shall have valid Loading Licence for loading at Daitari Railway siding in Form -11 issued by concerned Mining Officer/ Deputy Director Mines.
- (xv) The interested Bidders having no valid Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 at the time of bidding can also take part in the tender subject to the condition that the bidder shall give an undertaking in case the agency emerged as L1 bidder and became eligible for the work shall submit the Transporting Agent's Registration Certificate and loading license for loading at Daitari Railway siding in form 11 within 21 days from the date of issue of LOI, failing which the EMD submitted by the bidder shall be forfeited along with cancellation of LOI.

The tender without the required EMD & cost of tender paper shall be rejected. Authenticated i.e. signed and stamped documents in respect of eligibility criteria must have been submitted along with the tender.

SIGNATURE OF THE BIDDER

2. **Scope of work.**
- 2.1 Loading of (CLO and Fines) into trucks mechanically at Daitari, Baliparbat stock yard for transport to Daitari Rly. siding through OMC Ltd. weighbridge at Baliparbat Distance from Baliparbat to Daitari Rly siding is 8 km (approx.).
- 2.2 Unloading of trucks at Daitari Rly. siding as per the direction of OMC Ltd. to facilitate Wagon loading.
- 2.3 Loading of (CLO/fines) into wagons by manual/mechanical means as per the siding position during the permitted hours of Railway. Machine shall also be kept in position to load wagons/rakes within the permitted hours of Railway even during night hours, as per requirement of OMC Ltd.
- 2.4 Cleaning of wagons before loading and after loading and secured closing of Rly. wagon doors.
- 2.5 Cleaning of Railway track before placement of rake (Wagons) and after withdrawal of each rake from siding to facilitate proper placement of subsequent rake.
- 2.6 Loading of wagon upto the load line marked by analyst appointed / engaged by the bidder and leveling of wagons after completion of loading.
- 2.7 Digging of sample hole as per direction of analyst engaged by OMC Ltd. for drawal of sample from wagons.
- 2.8 The bidder would be required to load into dumper/tipper for transporting the ore lying at Rly. Siding No.4 to siding No.1 or vice versa.
- 2.9 Bidder shall engage adequate no. of machines (Dumpers/Tippers/payloaders etc.)for shifting and stacking of Iron ore fines/CLO within the same railway siding(s) for facilitating railway wagon loading work as and when required, as per the direction of OMC Ltd. Further, the bidder must engage adequate nos. of transporting truck to transport one rake load of iron ore (approx.4000 MT) within 12 hours as may be required by OMC from time to time.
3. **Period of work.**
- a. The period of work shall ordinarily be 3 years. However, initially the work will be awarded for a period of one year for the quantity mentioned in the Tender Schedule which may be extended to 2nd year and then 3rd year on satisfactory performance in the preceding years at the sole discretion of OMC Ltd.It is a year to year contract, ordinarily for 3 years subject to assessment of performance.
- b. The period of work for 1st year shall be 12(twelve) months from the date, as mentioned in LOI/work order. The successful bidder is to execute the agreement initially for a period of 12 months for 1st year working after deposit of ISD. The agreement period shall be extended for subsequent years on accepted rate basing on satisfactory performance of each year working and the bidder shall deposit the required ISD @5% of the work value for the concerned year on receipt of extension order before renewal of the agreement.
4. **Target.**
- (a) The proposed transport and wagon loading for 1st, 2nd and 3rd years are as follows.

Sl. No.	Description of work	Quantity in LakhMT		
		1 st year	2 nd year	3 rd year
1.	a) Transport of iron ore (CLO / Fines) from OHP, Baliparbat to Daitari Rly. Siding including machine loading and unloading.	20.00± 20%	20.00± 20%	15.00± 20%
	b) Loading of (CLO / Fines) into wagons at Daitari Railway Siding by manual & mechanical means.	20.00± 20%	20.00± 20%	15.00± 20%

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(b) As per the scope of work sufficient mobilization of equipment is to be ensured for transport of iron ore/fines from Baliparbat to Daitari Rly. Siding for a quantity of 20.00lakh MT \pm 20% for 1st year & 2nd year and wagon loading of 15.00lakh MT \pm 20% of (CLO/fines) for 3rd year at Daitari Rly. siding. The quantity mentioned at 4 (a) is the approximate quantity and there is every possibility of increase/decrease in the quantity as per domestic/export sales commitment of OMC Ltd.. The monthly target if any, may be fixed by RM, Daitari as per requirement to meet the demand. In case of any failure to achieve the convergence rate required by OMC Ltd. from time to time as explained above, bidder is liable to be penalized to the extent of loss of export opportunity and may also forfeit the value of the work done, if such opportunity is lost.

c) Notwithstanding the targeted quantity as mentioned above, target can be increased/decreased as per OMC sales programme and placement of rake by railways. The bidder can not claim any compensation in case the target is reduced.

5. **Mobilisation period:**

The bidder shall be given a reasonable time of 15 (Fifteen) days for commencement of work from the date of issue of L.O.I.

6. **Payment terms.**

a) **For loading at Baliparbat and transport to Daitari Railway Siding.**

Payment for the loading of the ore, transport and unloading the same at Daitari Railway Siding will be on the basis of the weighment done at the weighbridge at Baliparbat. There shall not be any other mode of payment.

b) **For loading into wagons at Daitari Railway Siding.**

(i) The weighment figure accepted by Railway on weighment at Sukinda road Weighbridge/railway weighbridge at Paradeep/any weighbridge enroute to destination will be final & binding on the bidder.

(ii) Where there is no weighbridge or weighment could not be done, Railway Receipt quantity is final & binding on the bidder.

(iii) In case however a weighbridge is installed under the track at Daitari Railway siding, the weight recorded by this weighbridge will be the quantity loaded by the loading bidder. The above will be the basis for release of payment to the bidder.

Payment.

The bidder shall submit Running Accounts bills every month to Regional Manager, Daitari, in triplicate for the work done once in a month for the quantity transported, quantity loaded to wagons at the destination (Daitari Rly. siding), After scrutiny and certification by the Mines Manager, DIOM, and local Accounts Officer, Daitari, 95% of the bill value shall be paid as R/A bill at Daitari, 5% so deducted shall be treated as security deposit, which shall be released after completion of work and final payment at Head Office and **subject to** clause – 15 of part-1B. The bidder is required to produce certificate from the Labour Union and Labour Welfare Officer to the effect that statutory dues of the workers deposited and certificate from P.F. Authorities to the effect that P.F. dues of the workers deposited alongwith final dues. Bill is required to be submitted with a certificate of execution as per terms of the contract from Mines Manager, Daitari and Residential Geologist, Daitari. The final bill shall be settled at HO, OMC Ltd., on successful completion of the work or on expiry of contractual period with due clearance from all concerned/statutory officials. Statutory deductions as applicable such as TDS as per Income Tax, S.C. on I.T., and other taxes as applicable from time to time shall be deducted from each R/A bill and deposited with the respective authorities as required under Law. Transport of rate finalized under this tender will be applicable for ore transported from Baliparbat to DRS No.4 and 1.

Rate of payment for the intra-railway siding transport i.e. from Siding No.4 to Siding No.1 and vice versa shall be 25% of the above approved transportation rate per MT for transportation of ore from Baliparbat to Daitari Railway Siding.

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7. **ESCALATION/DEESCALATION:**

It has been decided to allow escalation/de-escalation on (i) POL,Wages,Tyre and Spares for Transport Work and (ii) Wages in Wagon loading only on account of change in price/rate of wages, diesel, Spares & Tyre and for from that of price/rate prevailing on the last date of submission of tender as per formula given below :

7.1 **TRANSPORT WORK**

i) **For Diesel**

$$RED = \frac{0.35 \times (Pr - Pb)}{Pb} \times R1$$

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

0.35= Weightage for diesel component.

Pr = Revised rate of normal diesel.

Pb = Rate of normal diesel as on last date of receipt of tender.

R 1 = Awarded rate/Ton for transport

ii) **For Wages**

$$REW = \frac{0.15}{Wb} \times (Wr - Wb) \times R1$$

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.

0.15 = 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 mines as per Central Govt. prevailing on the last date of receipt of tender.

R1 = Awarded rate /Ton for transport

iii) **For Spares**

$$RES = \frac{0.10 \times (WPI_{sr} - WPI_{sb})}{WPI_{sb}} \times R1$$

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

R1 = Awarded rate/ Ton for transport

iv) **For Tyre,Tube**

$$RET = \frac{0.10 \times (WPI_{tr} - WPI_{tb})}{WPI_{tb}} \times R1$$

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

0.10= Weightage for Tyre in award rate

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

WPI tb= Whole-sale Price Index(WPI) series of tyres for the month of receipt of tender

R1= Awarded rate /Ton for transport

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7.2 WAGON LOADING

For Wages

$$REW = \frac{0.85X (W_r - W_b)}{W_b} \times R_2$$

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

0.85 = Weightage for wages component.

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

W_b = minimum wages including special allowance of Un-skilled workers working above ground of iron mines as per Central Govt. prevailing on the last date of receipt of tender.

R_2 = Awarded rate /Ton for Wagon Loading

7.3 Effective Date :

- i) Diesel & Wages: When the rate of wages is revised on the first day of a month, escalation and de-escalation effect shall be given from that month, otherwise effect of escalation/de-escalation will be given from the next month of such revision.
- ii) Spares & Tyre, Tube: The wholesale price index of Diesel, spares & Tyre, Tube for the month immediately preceding the month of the bill will be considered for escalation/de-escalation.

8. Penalty.

(i) If the agency fails to achieve the monthly target fixed by RM, Daitari, as mentioned in Clause No.4(b) penalty @ 10% of awarded rate per MT for each item of work shall be imposed for the short fall quantity. The assessment of the shortfall quantity shall be done on half yearly basis for recovery of penalty from half yearly R/A Bills. Excess achievement in any month can be taken into account for the adjustment of shortfall during the period of that half year. In case it is observed and certified by Mines Manager that the shortfall in transportation of ore is due to lack of stock at Baliparbat and/ or lack of space at Daitari Rly. Siding and shortfall in railment quantity is due to less supply of rakes by railway, then on recommendation of Mines Manager & Regional Manager, Daitari, M.D./Chairman/CMD can waive penalty for short fall in achievement in transportation and or wagon loading, in case the causes of shortfall are beyond the control of agency.

(ii) Any penalty i.e. wharfage charges, over loading charges, under loading charges, demurrage charges due to delay in loading & any other charges levied by Railway on account of wagon loading will be borne by the agency.

In other words, all the amounts payable to the railway authority on account of railment of rakes, including freight, demurrage charges, wharfage charges, punitive charges taken together minus the normal freight for the actual quantity railed determined through weighment figures shall be recovered from the Agency's bill.

(iii) If any rake/wagon detained on the way due to overload as per report of the Railway authority the penalty imposed by railway will be to the account of the agency.

(iv) In the event of non receipt of any trip/ short receipt of ore dispatched from Baliparbat at Daitari Railway Siding, Penalty @ 2 (two) times of the ex-mines domestic sale value of the ore shall be imposed. The amount shall be recovered from the agency's bill/Initial Security or any other dues payable to the agency by the OMC Ltd.

(v) No penalty shall be levied in case the agency achieves target on -20% side.

9. The agency has to abide by the rule newly framed/changes made by Railway during contractual period. Any penalty levied by railway due to newly framed rule/change of rule will also be borne by the agency.

10. Deposit & Forfeiture of Earnest Money/Initial Security (EMD/ISD):-

The bidder has to deposit EMD/ISD equivalent to 5% of the total awarded work value in shape of Demand Draft drawn on any Scheduled Bank in favour of OMC Ltd, payable at Bhubaneswar.

Signature of the Bidder

In case the work value is more than Rs.1.00 Crore, then the agency shall have an option to deposit an irrevocable Bank Guarantee of any Nationalized Bank worth 5% of the work value in OMC's format and take back the EMD/ISD deposited only after one month of commencement of work.

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 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 ISD will be forfeited including the value of the work done till then. In case the work is not completed 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.

The ISD shall be refunded to the agency after final settlement of his bill and refund of S.D. and as per Clause-15.

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

In case there is slump in the sales market, OMC can curtail the target in transport or wagon loading and the agency cannot claim any compensation against the same.

12. If required the agency has to load the rake (a) load basis (b) dump & load basis as the case may be.

13. **Route:**

The transport route is OHP, Daitari (Baliparbat) to Daitari Rly. Siding via OMC Ltd. Weighbridge/OMC Ltd. designated WeighBridge at Baliparbat. Distance to be covered is 8KMs approximately.

14. The OMC Limited will provide space for repair where agency can set up their workshop. The OMC Ltd., on payment of cost at prevailing market rate will supply electricity and water to the site or workshop. In case agency uses only OMC Ltd. Workshop facility the same can be provided on chargeable basis. All these arrangement can only be provided subject to availability.

15. **Safeguard for un-timely walk out by the agencies during mid of a year/not taking of the work for subsequent years.**

i) In case the agency quits the work during middle of one year for which a agreement is already signed, then the ISD/EMD of the agency shall be forfeited besides imposing penalty for under achievement for that year only.

ii) SD & ISD of one year shall be only released after observing formality and on signing of agreement for next year.

iii) 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.

16. Extension of the work to the next year by OMC Limited and execution of an agreement therefore will not necessarily mean that the work of the agency for the previous year is satisfactory.

Signature of the Bidder

PRICE BID

Transport of Iron Ore (CLO and Fines) from OHP (Baliparbat) to Daitari Rly. Siding including machine loading of trucks at Baliparbat and unloading of trucks at Daitari Rly. Siding and loading of Rly. Wagons at Daitari Rly. Siding of OMC Limited.

1. The bidder will have to quote rate per MT for each items of the proposed work for the 1st year.

Item No.	Item of work with Description.	Rate per MT in Rupees. (Exclusive of Service Tax)	
		In figures	In words
(1)	(2)	(3)	(4)
1.	Transport of 20.00 Lakh MT $\pm 20\%$ of iron ore (CLO and Fines) from OHP, Baliparbat to Daitari Railway Siding including machine loading and unloading.		
2.	Loading of 20.00 Lakh MT $\pm 20\%$ (CLO and Fines) into railway wagons at Daitari Railway Siding by manual and mechanical means.		
TOTAL			

NB: The detail target for the 1st, 2nd & 3rd year of work as per the clause no. 4(a) (Target) of Part-I (B).

I- In case of disagreement the rate will prevail over amount and words will prevail over figures.

II- To be submitted in a separate envelop super-scribing as price bid for the work.....

NB: Format should be filled by type written letters and figures (except signature). Hand written format will be summarily rejected.

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