

**THE ORISSA MINING CORPORATION LIMITED
(A GOVERNMENT OF ORISSA UNDERTAKING)
BHUBANESWAR**

TENDER NO.

/OMC/DUMPER/AMC/2004-05

Last Date of Submission of Tender : ***04.03.2005.***
Last Date of Opening of Tender : ***4.30 P.M. on***
05.03.2005

The tender schedule is for Annual Repair and Maintenance Contract for Dumpers at Daitari Iron Ore Project of Orissa Mining Corporation Limited (OMC). It provides information on number of Dumpers to be considered for AMC and nature of work involved. Detailed Scope of work for the successful tenderer and 'PART' 'B' is General Conditions of contract.

- a) **Last Date of Sale of Tender paper** : **4th March' 2005**
- b) **Last Date of Submission of Tender** : **4th March'2005**
- c) **Due Date of opening of Tender** : **4.30 PM on 5th March'2005**
- d) **Earnest Money Deposit with Tender** : **1% of the tendered value and Rs500/- towards cost of tender paper**

1. INSTRUCTIONS TO THE TENDERER

- 1.1 The tenderer must submit his tender document complete in all respect and signed on all pages of the tender schedule purchased from OMC.
- 1.2. The tenderer must enclose an amount equivalent to 1% of the price of the tendered value and Rs 500/- separately in form of Demand Draft towards EMD and cost of tender paper respectively drawn in favour of ORISSA MINING CORPORATION LTD. Bhubaneswar in any of the Nationalised Bank having its branch at Bhubaneswar.
- 1.3 The tenderer must submit full proof copy to the allotment of EPF No. in favour of the tenderer and copy of documents certifying the experience of the tender in the area relevant to this tender.
- 1.4 The tenderer or their representative attending the tender opening should carry the original documents mentioned above for inspection/checking by OMC personnel, if required.
- 1.5 The tenderer must sign this tender schedule on all pages and confirm their agreement with the terms and conditions of this tender without any reservation.
- 1.6 Submission of tenderer: - The tender shall be submitted in two parts, namely part A- the Techno Commercial Bid and part B- the Price Bid. Both the parts shall have to be separately

sealed and superscribed with "Tender for Annual Maintenance contract of Dumper at Daitari Iron Ore Mines due on 04.03.05".

- 1.7 The tender must be submitted in the office of Dy.G.M(Materials) on or before 4.3:05. The tender must accompany EMD, documents in respect of eligibility criteria & experience, without which the tender is liable to be rejected. The tender shall be opened at 4.30PM on 05.03.05 in presence of tenderer or their authorised representative.
- 1.8 The OMC Ltd reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

2. INTRODUCTION

Daitari Iron Ore Handling Plant is situated in Keonjhar District of Orissa on one end of Express High Way connecting Daitari and Paradeep Port. The mine and plant constitute the Iron Ore Handling Complex. The mine operating at a level of 840 meters above the Sea level is connected with the plant by a 3.5 K.M. long hill road exclusively catered by the Dumpers. Iron Ore excavated from the mine face are transported and fed to the Crushing Plant through these Dumpers. The mine has a workshop facility at the Hill Top to take up running maintenance of the mining machinery and also a Central Repair Shop for major repair. The contractor will avail the facilities available with OMC at the Hill Top workshop and the Central Repair Shop. However, the contractor personnel will use their tools and tackles for running repair of the Dumpers.

3. NATURE OF WORK

The Contractor shall have to take all types of preventive and breakdown maintenance work to ensure at least 80% availability of each Dumpers at Daitari. The nature of work will be as under.

- 3.1 Regular Cleaning of Dumpers availing the facilities available in the Hill Top Workshop of OMC at Daitari.
- 3.2 Repair of Engine, brake, Suspension, Hydraulic System which may include dismantling for the Dumper, disassembling the unit, its cleaning replacement of components and refixing it in the Dumper.
- 3.3 Repair and Maintenance of the electrical system of the Dumpers.
- 3.4 Repair of tyres and tubes fitted to the Dumpers Including its dismantling, handling, changing of new tires etc.
- 3.5 Welding and repair of body, chassis or any other part of the Dumper as may be necessary.
- 3.6 All other repair and Maintenance work to keep the dumpers in a road worthy condition.

4. ELIGIBILITY CRITERIA

- i) The eligible contractor must have adequate experience (not less than three years in last five years) in maintaining haul pack Dumpers of 35 tons capacity or above in reputed mining organisations in Orissa or any other State.
- ii) The eligible contractor must have experience of maintaining a fleet of 35 toner hulpack dumpers 10 in numbers in a mine or more and must be maintaining adequate no. of staff, supervisors and technical persons to take up all areas of Dumper maintenance (the details are given under scope of work for the contractor in clause no. 5)
- iii) The eligible contractor must fulfill the general requirement of contract i.e. they must have EPF No., ITCC, STCC as may be applicable. Documentary evidence in respect of the eligibility criteria including copy of the work executed as experience must be submitted along with the tender.
- iv) Turn over - The eligible contractor must have a turn over of at least Rs. 45 lakhs per annum in the area of maintenance of equipments at least for two consecutive years in last 3 years.

5. SCOPE OF WORK .

OMC uses 35 MT dumpers at Daitari mine and finished product stack-yard. The contractor shall maintain 10 nos. of dumpers (35MT capacity) as identified and handed over by OMC's engineer in charge at Daitari and shall ensure a minimum 80% availability of the total dumper hours (Relating to the mine operations), on month to month basis.

The scope of work of the contractor shall include but not limited to the following work for ensuring at least 80% availability of the dumpers.

5.1 Scope of work for dumpers

OMC uses 35 MT BEML make dumpers in Daitari mines. All the dumpers (10 Nos.) as identified by the site engineer of OMC at Daitari shall be maintained by the contractor.

- A. The contractor shall take up all preventive maintenance schedules as recommended by the manufacturer and indicated by the engineer-in-charge.
- B. The contractor shall take up all repair work of the dumper engines involving its dismantling, cleaning, overhauling, replacement of parts reassembling and testing of the engines through guidance of the OMC site engineer. In case proper repair calls for any machining, calibration, testing of the engine components/subassemblies, pumps, turbo chargers etc. for which facilities is not available at OMC workshop at Daitari, the contractor shall get it done at its own cost at a suitable workshop with due prior permission from OMC. During such work the

contractor shall ensure supervision by their personnel to avoid any difficulties, delay or rejection of the same work.

- C. The contractor shall repair all the mechanical, electrical and hydraulic systems of the said dumpers as per the instruction of the engineer-in-charge appointed by OMC for the purpose. The repair shall include dismantling, cleaning, replacement, modification of components reassembling and testing etc. to make the system defect-free. The work shall include but not limited to all the above mentioned Maintenance of the dumpers.
- D. The contractor shall repair the tyres, tubes using the available facilities in the work shop of OMC and all related operations including dismantling and refixing of the tyre in the dumper shall be under the scope of the contractor.
- E. The contractor shall take up all running repairs as per the complain of the dumper operator and instruction of the OMC engineer-in-charge. These running repairs which may include but necessarily limit to the following.
 - i) Repair of braking systems including change of brake shoes adjustment of brakes, change/repair of brake cylinders linkage, hoses, measuring gauge and meters etc. related to the braking system.
 - ii) Repair of suspension including railing of Nitrogen in the Hydra-air suspension, any repair or modification or replacement of parts etc.
 - iii) Repair of lubricating systems, filling of oils and lubricants etc. in the dumpers.
 - iv) Repair and maintenance of the steering systems of the dumpers including disassembly, replacement and repairing of the defective units their reassembly and testing.
 - v) Repair of body and chassis parts as and when necessary as per the instructions of the engineer-in-charge.
 - vi) Regular washing of the dumpers using the pressurised hot water washing systems available at Daitari and repainting where the painting is not proper or welding etc. has damaged the paint.

Note:

- (i) The contractor's scope of work shall include all but not limited to the work mentioned above. Any work necessary to maintain proper operations of the dumper shall form a part of the contractor's scope of work.
- (ii) The contractor shall have to plan his work in a manner so as to ensure at least 80% availability time for each dumper.

- (iii) The contractor shall use his own set of tools and tackles machine for proper greasing and lubrication and tyre changing etc. However they may also use the available setup of OMC for such work only after proper permission from the engineer-in-charge of OMC at Daitari.

5. **PRICE SCHEDULE**

Price
(Per year)

Repair & Maintenance of Dumper Fleet
35 ton Haul Pack Dumpers (10 Nos.) for 2 shift operation
of plant & Mines and Maintenance on 3 shift
basis as per requirement.



**Signature of the Tenderer
With Address.**

Dy. General Manager (Materials)

GENERAL TERMS & CONDITIONS OF CONTRACT

The General Terms & Conditions governing the contract shall be as follows:

1. GENERAL

- 1.1 The tenderer shall keep the offer open for acceptance by OMC Ltd. for a minimum period of ninety days from the date of opening of tender within which period the tenderer shall have no right to withdraw his offer and in case of withdrawal, the earnest money deposit by the Tenderer shall stand forfeited. This period may be extended further, if required, by mutual consent from time to time.
- 1.2 In the event the tenderer, after the issue of communication of acceptance of offer by OMC Ltd., failing/refusing to execute the contract as hereinbefore provided the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to & be construed as the Contractor's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the Tenderer and upon such an event OMC Ltd. shall have full right to claim damages thereof in addition to the forfeiture of Earnest Money deposited by the tenderer.

2. TERMS OF CONTRACT:

The contract shall be awarded to the successful contractor for a period of 3 years, renewable on year to year basis reviewing the performance of the contractor.

3. SPECIAL TERMS & CONDITIONS (INCLUDING PAYMENT TERMS)

- 3.1 The contractor will get the payment on monthly basis on the basis of his performance at the work site in Daitari. The performance parameters shall be a minimum of 80% availability of the total available dumper hours (i.e. no. dumpers X no. of days of operation/month X operating hours of the Mines per day) which has been taken as the basis for the monthly payment to the contractor.

Availability: Availability will be calculated for the number of dumpers actually handed over to the contractor for normal maintenance of working dumpers which excludes major repairs.

- 3.2 Considering on the monthly basis if the actual available dumper hours in a month is less than 80% of the total available hours for that month, the contractor will pay a penalty charge as per following formula.

Penalty: Penalty @ 1 % of the total contractual monthly payment shall be imposed for each percentage of decrease, in case of availability below 80% (assured level) up to and including 65% availability. If the availability falls below 65%, the contractor have to pay a penalty

@1.5% for each percentage of decrease. For calculating penalty for the contractor, idle time/breakdown due to factor relating to owner's obligation or delay in supply to the contractor, causing idle time/breakdown should not be considered.

Extra Premium: Premium @ 1.5% shall be payable to the contractor for each 1 % rise in case of availability above 80% (assured level) working dumpers fleet.

Price Escalation: No escalation shall be allowed during the contractual period by the OMC, during the initial period of the contract/agreement.

Break down hours: In calculating the break down hours/availability, idle hours of dumpers due to not being used by mines or due to any tyre repair, puncture/ replacement and due to OMC not being able to provide spares, time delay in providing spares or any break down caused for no fault of the contractor or any breakdown due to natural calamities, and force measure condition shall not be considered as breakdown hours due to the contractor's performance.

- 3.3 On completion of each month's work the contractor shall submit a bill to the Dy General Manager (Mat) OMC Ltd., Bhubaneswar duly checked and counter signed by the Engineer in charge Daitari, Mgr. Accounts Daitari and Regional Manager Daitari for payment at OMC Bhubaneswar.

The bill submitted by the contractor shall indicate such details as total dumper hours for the month and actual dumper hours available against dumper fleet during the month.

- 3.3.1 The bill shall also indicate the penalty amount when the performance is below 80% availability.
- 3.3.2 The bill shall accompany papers duly signed by OMC officials and counter signed Mgr. A/c Daitari and Regional Manager Daitari giving the details, of house rent and any other charges due from the contractor for that month.
- 3.3.3 The bill towards procurement of emergency spares if purchased during the month by the contractor for reimbursement shall also accompany the monthly bill with details of permission for purchase by the engineer in charge and his inspection and acceptance certificate on the body of the bill duly counter signed by Mgr. A/c Daitari and Regional Manager Daitari.

4. INCOME – TAX CLEARANCE

The tenderer shall submit along with his tender a Photostat copy of the latest. Income Tax Clearance Certificate or sworn affidavit duly countersigned by the Income Tax Officer to the effect that he has no arrears towards payment of Income Tax on his taxable income.

4.1 AUTHORITY TO SIGN TENDER

The tender shall be signed by any one legally authorized to enter into contracts on behalf of the Tenderer or by the Tenderer himself.

5 SCHEDULE OF RATES

Rates should be quoted against each item of work as given in the schedule of rates, appended hereto both in figures and words. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as quoted rate.

6 EARNEST MONEY DEPOSIT

- 6.1. The tenderer shall deposit (interest free) an amount equivalent to 1% of the tendered value as Earnest Money Deposit, along with the tender by Demand Draft drawn in favour of M/s. Orissa Mining Corporation Limited., Bhubaneswar payable at Bhubaneswar on any nationalised bank having its branch at Bhubaneswar) Offers not accompanied by Earnest Money deposit will be rejected. Cheque or Bank Guarantee towards EMD will not be accepted and offers received with cheque or Bank Guarantee will be rejected.
- 6.2. The earnest money deposited shall be returned to the tenderer whose ~ tender has not been accepted by OMC Ltd. on application by the Tenderer, but only after the validity of the offer has expired.

7. TECHNICAL

- 7.1 The contract shall be awarded for a initial period of three months to judge the performance of the contractor which may be extended as per decision of OMC. Thereafter the agreement for AMC for a period of three year shall be executed with the successful tenderer. The contract will be renewable after completion of each year subject to satisfactory performance of the contractor.
- 7.2 For site administration, day to day work and co-ordination with OMC Ltd., the contractor shall employ a full time Site Engineer/supervisor at site. He will not leave the site without prior written information/permission of OMC's Engineer-in-charge.
- 7.3 The site engineer/supervisor should be able to get the assigned jobs executed independently as per the instructions of the Engineer-in-charge. He should also be technically competent to

read and interpret drawing/sketches technical specifications etc. for execution of the assigned jobs.

The man power deployed in each trade/category (normally in fitting, welding and rigging trades) should have adequate skill and experience to carry out the jobs as per standard engineering practices.

- 7.4 The tenderer should submit his organisational chart of his establishment indicating the number of person deployed at different level for different trades/categories. The tenderer should clearly indicate the qualification and experience of the supervisory staff on his role as on date.
- 7.5 The tender should also furnish details of such or similar maintenance contract executed or under execution by him during last five years. Copies of such contracts or work orders should be enclosed as part of the offer.
- 7.6 The tenderer shall be required to submit the list of tools & tackles which he shall be using at site. In case of lifting tools & tackles such as chain pulley blocks, winch machines, jacks, wire rope slings, etc. the contractor shall furnish their test certificates and shall regularly carry out their inspection/maintenance and shall keep a proper record as required under the Mines Safety Act.
- 7.7 The custody of the materials and their proper storage shall be the sole responsibility of the contractor/tenderer.
- 7.8. The contractor shall be responsible for providing and ensuring the use of safety helmets, safety shoes, safety belts and other safety items while his workmen are on duty and shall follow all safety rules and regulations and safe working procedures as per the Mines Safety Act.

Incase of any violation or above requirements the engineer-in charge may stop and/or suspend the work till compliance of violations, for' which contractor shall only be solely responsible.

- 7.9 The contractor's manpower deployed will be required to undergo training on safety aspects at the time of deployment, at OMC Training Center, or failing which contractor will release his manpower at his own cost.
- 7.10 The normal working hours shall be 16 hours per day. The deployment of manpower in day shift or other shifts shall be at the discretion of Engineer- in-charge.

However, during monthly or annual shut downs the work will have to be carried out on round the clock basis for which the contractor has to ensure sufficient manpower to work in all the three shifts.

Payment will be made on monthly invoice basis, as per the actual Job/day work carried out by the contractor. The contractor has to get daily certification for the jobs or day work carried out by him from the Engineer-in-charge of OMC Ltd.

7.11 In case the performance of the contractor is not found satisfactory, OMC Ltd” reserves the right for termination of the contract at any time without giving any notice upon such a contingency happening.

7.12 OMC Ltd., shall provide free of charges the following facilities/items only for execution of the work at Plant site:

1. Power
2. Water
3. Land for site office only.
4. All parts, components, materials and general items other than the defined consumables required for execution of work.

7.13 The contractor shall not sublet, transfer or assign this contract or any part thereof or any benefit or interest -therein and there under without written consent of OMC Ltd.

8. STATUTORY

8.1 The contractor shall discharge obligations as provided in various enactment of labour laws including Payment of Wages Act, 1936, Minimum Wages Act. 1948 Contract Labour (Regulation & Abolition) Act1970, Employees Provident Fund Act 1957, Payment of Bonus Act, 1965 and all but not limited to other statutory regulations and notifications as applicable from time to time.

8.2 The contractor shall obtain license under the Contract Labour (Regulation & - Abolition) Act 1970.

8.3 The contractor shall have to produce the attested copy labour license prior to commencement of the work to the R.M, Daitari OMC Ltd.

8.4 The contractor under the Insurance Scheme shall get his all staff insured by the insurance Company to meet the liabilities arising out of the Workmen Compensation Act, 1952. Copy of such insurance policy will have to be submitted to the R.M, Daitari of OMC Ltd. prior to commencement of the work.

8.5 The contractor will have to deposit the amount of Provident Fund @ 10% (or as applicable time to time) towards the share of each workmen plus equal contribution from contractor's side. He will be required to deposit the same in their EPF account and produce the money receipt of such deposit to R.M of Daitari. The workmen who will be eligible for PF benefit shall automatically be covered in DLI Scheme also for which the contractor will have to deposit the DLI charges @ Rs. 84/- per annual (or as applicable time to time) and the inspection charges per such eligible employee.

8.6 The minimum direct wages to be paid by the contractor to his manpower of 'different category, for execution of the works covered under head of tile Schedule of rates shall not be less than the following minimum wages of OMC Ltd. The minimum wages indicated below are for normal duty of 8 hours per day as on 1.4.00

1. Supervisors.	Rs. 73.18
2. Skilled Manpower	Rs. 73.18
3. Semi-skilled Manpower	Rs. 60.99
4. Unskilled Manpower	Rs. 50.03

Categorisation of the contractor's man power will be based on their possessing adequate skill and experience in that particular category. Decision of the engineer-in-charge of OMC Ltd., shall be final and binding on the contractor, in this respect.

8.7 The contractor shall disburse wages to his workmen on or before 7th day of the following month in presence of authorised representative of R.M, Daitari in case of default in any payment to his workmen, the Labour Welfare Department of OMC Ltd. Shall be at liberty to recommend and impose suitable penalty on contractor which is deductible from his bills. With regard to payment date of disbursement of wages, the contractor will inform; R.M, Daitari at least 3 days before the date of salary disbursement.

8.8 The contractor shall authorise the Site Engineer/Supervisor or' any other such person in writing for the purpose of making liaison with R.M, Daitari which will include maintaining prescribed register submission of statistical information etc. by such authorised person to Labour Welfare Department as and when required.

8.9 The contractor is required to maintain government authority

8.10 The contractor shall declare the weekly day of rest for his workmen matching with that at Daitari and keep R.M, Daitari informed for any change in the weekly day of rest. In case if any work is carried out on weekly day of rest then the specific permission shall be required.

8.11 The contractor should note that the payment of Wages /Salaries to his workmen and staff should not be interlinked directly or indirectly with any payment which is due for payment to him on any account. In any or all circumstances, the contractor is liable to make salary payment to his workmen at his own level without depending on the outstanding payment with OMC Ltd. if any.

9. COMMERCIAL

- 9.1 The rates being quoted by the contractor are considered to be inclusive of all of his liabilities as an employer under various enactment of labour laws including Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident fund Act, 1952, Workmen Compensation Act, 1952 and other statutory regulations as applicable from time to time. Any liability under those Acts or under any other at any time shall be borne by the contractor.
- 9.2 Expenses towards all other statutory fees, workmen insurance, legal administration and transport of contract manpower and all other incidental charges if any shall be borne by the contractor without having any claim to OMC Limited.
- 9.3 The rates being quoted by the contractor shall also be deemed to have covered all of his liabilities as a contractor towards all statutory taxes & duties. All statutory deductions such as Income-Tax and Work Tax etc. will be made by OMC Limited from Contractor's bills, as per provision of relevant act.

10. SECURITY DEPOSIT

- (i) As security for the due, proper and faithful fulfillment of the obligation under the contract, the contractor will furnish to OMC a security deposit which is 5% of the contract value and the same shall remain with OMC for the duration of the contract. This security deposit shall be deducted at the rate of 5% of each monthly bill of the contractor in twelve installments.
- (ii) OMC shall be at liberty without any notice and reference to the contractor, to make good its loss or damage suffered from out of security deposit for non-fulfillment and / or unsatisfactory performance of the contract.
- (iii) It is understood that the security deposit shall bear no interest and the contractor shall have no claim for the interest on the security deposit or any depreciation there of.
- (iv) The security deposit shall be released on application by the contractor after the expiry of the said contract and after discharge of all obligation by the contractor under the contract.
- (v) The said security deposit shall not in any way be construed as a limitation of the contractor's responsibilities or liability pertaining to its obligations and/or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the OMC in terms of the contract and/or the laws of the land.
- (vi) OMC shall at all times have the right to terminate the contract for the contractor's default or failure to fulfill the obligations under the contract in whole or part or if the contractor refuses or fails to comply with the provisions of the contract or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to perform the work within the time specified. In such an event OMC may get the whole or residual part of the contract done from any other agencies at the risk and cost of the contractor.

- (vii) The contractor shall indemnify OMC against all penalties and liabilities of every kind or breach of any statute, ordinance, rules and regulations or by laws as may be applicable for the execution of the contract.

11. PENALTY FOR DELAY IN EXECUTION OF WORK

11.1 In case execution of works gets delayed beyond the time - frame given by the Engineer-in-charge and the delay is solely on account of Contractor's lapse of his responsibilities, penalty a pre-decided rate shall be livable.

11.2 Engineer-in-charge while fixing the time-frame for specific job will consider all aspects of job complexities and site difficulties associated with the job, based on past experience of similar jobs' at Daitari. Decision or the Engineer-in-charge will be final and binding.

"I have gone through & agree to the terms and conditions of the tender as specified in the tender schedule."

Signature of the Tenderer

A handwritten signature in black ink, appearing to read 'M. S. Sahas', is written over a faint circular stamp.

Dy. General Manager (Materials)