

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

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

TENDER NOTICE

Sealed Tender's are invited from reputed Manufacturers/Authorized Dealer/Supplier for Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17 for Thakurani & Roida Mines of OMDC near Barbil, District Keonjhar, Odisha.

TENDER NOTICE	PURCHASE CONTRACT	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/S-1/031/016 Dt.08.06.2016	Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.	Up to 3.00 P.M. Dated 23.06.2016

Tender documents can be obtained from the office of **The Dy. Manager (F), The O.M.D. Co. Ltd. Thakurani, Via - Barbil, Dist. Keonjhar, (Orissa)**. It can also be downloaded from our website www.birdgroup.gov.in. All other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

BUSINESS HEAD

CHAPTER - I

Tender for Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.

Sealed Tenders are invited from reputed Manufacturers/ Auth. Dealers /Suppliers for Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.

1. Scope of Supply:

- a) Name of Item :Luminaries, Fittings, Accessories, Cables & Wires.
 - b) Quantity :As and When Required Mentioned in "Annexure -I I".
 - c) Technical Description :As Mentioned in "Annexure -I I"
2. EMD: Rs. 5000.00 in shape of DD drawn in favour of "The Orissa Minerals Development Company Limited" payable at Barbil

3. Delivery Schedule of items against P/O : As per the condition mentioned in P/O

4. Tender opening date and time: At 4.00 p.m. on dated 23.06.2016

5. **Period of validity** : The price quoted by the Tenderer shall remain valid for 01 (One) year.

The Tenderer shall submit the Tender in two parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and super scribed with the respective Tender Number. All the two envelopes containing Part-I & Part-II shall be put in a third envelope duly sealed, super scribed with Tender Notice No. Name of the job, date of opening and addressed to Business Head, OMDC Ltd., At/P.O. Thakurani, Via - Barbil, Dist. Keonjhar, Odisha, Pin-758 035. Tender not submitted with Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected. Tenders can be submitted either by post, courier service or deposited in the Tender box in this office. No modification to description of item and unit shall be made. Tenders not received in prescribed form may be liable for summarily rejected. **Tender without EMD of Rs.5000.00 is liable for rejection.**

Tenders will be received up to 3.00 P.M. on dated 23.06.2016 and will be opened on the same day at **4.00 P.M.** in the presence of Tenderers or their authorized representative who may choose to be present. The Tenderers will be informed about the date & time of the Price Bid opening in advance by letter / Fax / Telephone.

Tenderer should indicate the Bank, Branch and Account No. to which they would like the amount to be credited. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. The Management reserves the right to reject any or all the Tenders without assigning any reason whatsoever. The Tender shall be signed by the tenderer in each page and will not alter any condition of the tender failing which tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

Page No-2

Signature & Seal of Bidder

CHAPTER - II

Terms and Conditions for Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.

1. Scope of Supply:

- a) Name of Item : Luminaries, Fittings, Accessories, Cables & Wires.
- b) Quantity : As and When Required Mentioned in "Annexure - II".
- c) Technical Description : As Mentioned in "Annexure - II"

2. Delivery Schedule of items against P/O : As per the condition mentioned in P/O

3. Tender opening date and time: At 4.00PM on dated 23.06.2016

4. Period of validity: The price quoted by the Tenderer shall remain valid for a minimum period of 12 months from the date of opening of Tender.

5. Eligibility Criteria : The Tenderer should submit the following documents along with the tender.

- a) Valid dealership certificate.
- b) Sales Tax Registration No.(TIN No.).
- c) Copy of PAN Card.
- d) EMD: Rs. 5000.00 in shape of DD drawn in favour of "The Orissa Minerals Development Company Limited" payable at Barbil. Tender without EMD is liable for rejection
- e) Experience Certificate against supply of electrical items during last 3 years. (Existing agencies and enlisted agencies who are presently supplying the electrical items to OMDC are not required to submit experience certificate)
- f) Declaration that neither OMDC nor any PSU has debarred/Black listed the firm earlier in the firm's letter head pad.

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

6. Evaluation of the Tender : On the basis of the "price bid" submitted by various bidders, L- 1 will be decided on the basis of Lowest offered price inclusive of all taxes and duties in individual cases.

7. Price Bid:

The bidders are required to quote strictly as per the price bid at Part-II of the tender inclusive of all taxes, duties, freight, insurance etc on FOR destination basis i.e. Central Store, OMDC Ltd, Thakurani, Via: Barbil, Dist : Keonjhar (Odisha).

SIGNATURE OF THE TENDERER WITH SEAL

CHAPTER - III
GENERAL CONDITION

1. DEFFINATION:

- a) Tenderer/Bidder: Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b) Tender: Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of OMDC.
- c) Name of the Tender: Name of the Tender means the work to be performed by the tenderer.
- d) Techno-commercial Bid: Techno-commercial Bid means documents regarding legibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- f) Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) Contractor: Contractor means the person or society, firm, company whose tender has been accepted by the OMDC.
- h) OMDC: OMDC means "The Orissa Minerals Development Company Ltd." A company incorporated in India and having its registered office at Saurav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700 091.
- i) Employer: Employer means OMDC
- j) Competent Authority: Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.

2. TENDER SUBMISSION:

The Tender complete in all respect shall be submitted in 2(Two) parts i.e. part-I: Techno Commercial Bid and part-II: Price Bid sealed in 2 (Two) separate envelops clearly superscribing "Techno-Commercial Bid" & "Price Bid" on the respective envelops. Both the Bids i.e. Techno-Commercial Bid" & "Price Bid shall be sealed in a third separate envelop with the complete tender details superscribing Tender Notice No. & Date, Name & Address of the Bidder. Tender shall have to be submitted at the tender box of the company as mentioned in the chapter-II on or before the closer of the time and date of submission of Tender.

Note:

- i) Bids received after 3.00PM on the last date of submission of tender will be rejected.
- ii) Tender form containing 'correction', 'overwriting' or 'erased' rate or rates and amount not shown in figures and words in English will be liable for rejection.
- iii) Any tender containing clerical or arithmetical mistakes may be rejected.
- iv) Any request from the bidder in respect of additions, alternations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

3. **EMD:** EMD of successful bidder shall be converted to SD which shall be returned to the agency after completion of the contract period. No interest shall be paid against retention of EMD/SD

4. **OPENING OF TENDER:**

The Part-I i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representative at time and date as given in Chapter-I Part-II i.e., Price bid of the bidders, whose Techno-Commercial bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

5. **EVALUATION OF THE BIDS:**

The bids shall be evaluated on the basis of rates quoted and terms and conditions as given in Chapter-II. L-1 will be the lowest price bid as per the stipulations given in Chapter-II.

6. **BASIS OF PAYMENT:**

- i) Payment will be done as per criteria detailed in Chapter-II(Terms & Conditions)
- ii) The payment will be subjected to deduction of any penalty and statutory liability applicable to the Supplier.

7. **PENALTY & TERMINATION OF CONTRACT:**

The company may recover the penalties, as imposed by the company, from the supply bills or final bill/and of the Supplier.

The repeated failures in performance as per terms & conditions of the contract may lead to termination of contract by serving 15 days notice to the Supplier. Such termination will be at the cost & risk of the agency/Supplier.

8. AWARD OF CONTRACT:

- i) The company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.
- ii) Award of contract shall be made at the absolute discretion of company. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- iii) Company also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder/bidders.

9. PENALTY CLAUSE FOR LATE DELIVERY (LD):

- (a) Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.
- (b) In case of delay in supply on part of the supplier, a penalty @ 0.5% per week of Order value will be charged for delayed period subject to maximum of 5%.

10. TERMS OF PAYMENT:

Payment will be made within 30 day's after delivery and submission of certified bills in triplicate through RTGS/NEFT banking system. The RTGS/NEFT form duly filled and to be signed by the Bank officer.(Annexure-I).

- 11. CONSIGNEE:** Sr. Manager (Materials), The O. M. D. C. Ltd.
Thakurani Iron & Mn. ore Mines,
P.O. Thakurani, Via - Barbil,
Dist. Keonjhar, State - Orissa

Paying Authority: Dy. Manager (Finance),I/C, The O. M. D. C. Ltd.
At/Po: Thakurani, Via: Barbil,
Dist: Keonjhar (Orissa) - 758 035.

12. TAXES:

The successful tenderer shall pay all taxes, duties, charges or levies that may be assessed or imposed on them by the Government of India/State Government. The tenderer shall clearly furnish the details of the taxes and duties presently payable.

13. LEGAL CAPACITY:

The tenderer shall satisfy OMDC that he is competent and authorized to submit tender and / or to enter into a legally binding contract with OMDC. To this effect, any person signing the tender shall render relevant documentary evidence, like Power of Attorney, that his signature on the tender submitted by him is legally binding upon himself and the supplier.

A person signing the tender or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered that at any time that the person so signing had no authority to do so, OMDC may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

14. ARBITRATION:

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the Managing Director, **The Orissa Minerals Development Company Limited, AG-104, "Sourav Abasan", Sector-II, Salt Lake City.Kolkata-700 091** and his decision in the matter will be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act.1996 and Rules made there under as amended from time to time.

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

- 15.** The Company reserves the right to cancel the Tender without assigning any reason whatsoever.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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PART-I

TECHNO-COMMERCIAL BID- CHECK LIST

Ref: TENDER NOTICE NO: OMD/S-1/031/016 Dt.08.06.2016.

1	NAME & ADDRESS OF THE BIDDER		
2	ADDRESS OF THE REGISTEED OFFICE & BRANCH OFFICE, PHONE NO., FAX NO, E-Mail		
Pls. tick (√) mark as applicable		Enclosed	Not Enclosed
3	Dealership/ Authorized Dealer / Manufacturer Certificate		
4	Experience Certificate		
5	EMD of Rs.5000.00		
6	Copy of Pan No.		
7	Copy of Sales tax Registration No(TIN No.)		
8	A declaration to be submitted that the bidder has carefully read all terms and conditions of the Tender document and he is fully satisfied and accepted all terms and condition of the Tender and he is not black listed by the company.		

CERTIFICATE TO BE GIVEN BY THE TENDERER

Certified that above mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found not correct my / our tender may be rejected by the company.

I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job.

**Signature of the Tenderer
with seal & date**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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PART - II
PRICE BID.

Ref: TENDER NOTICE NO: OMD/S-1/031/016 Dt.08.06.2016.

1. Name & address of the bidder :

Sl No	Items	Price
1.	As Per Annexure-II Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.	As Per Annexure-II

Signature with seal
of the Tenderer

UNDERTAKING

To
Business Head
The Orissa Minerals Development Company Ltd.
At/P.O. Thakurani
Via - Barbil - 758 035
Dist. Keonjhar (Orissa)

Ref: TENDER NOTICE NO: OMD/S-1/031/016 Dt.08.06.2016.

Sub: Annual Rate Contract for Supply of Electrical Luminaries, Fittings, Accessories, Cables & Wires for the year 2016-17.

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In response to the tender invited by you I/we examine the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose herewith the required documents.

Yours faithfully,

Signature of the tenderer with seal

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid

FORMAT FOR SUBMITTING BANK A/C DETAILS FOR
FULL IMPLEMENTATION OF E-PAYMENT IN 'OMDC'

To
The Dy. Manager (Finance),
The Orissa Minerals Development Co. Ltd
P.O. - Thakurani
Via - Barbil-758035,
Dist. - Keonjhar (Orissa)

Dated :

Sub : Payment through Electronic Fund Transfer (RTGS/NEFT).

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Accounts as given below :-

1 Name	
2 Address	
3 Telephone No.	
4 Name of the Bank	
5 Phone No. / Fax No. of Bank	
6 Name of Branch	
7 Branch Code	
8 MICR No.	
9 Current Account No.	
10 IFSC Code of the Branch (Printed on Cheque Leaf)	
11 PAN	
12 E-mail Address (if any)	

Authorised Signatory

Certified that, the above particulars are matching with our records in respect of the above mentioned company.

Signature and Stamp of the authorized Bank Officer