

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)**  
**Telephone No. : 06767-275530, 275777**  
**Head Office- Plot No. 271, Ground Floor, Bidyut Marg, Unit- IV, Shasti Nagar, Bhubaneswar-**  
**751001, Email id.- bh.omdc@birdgroup.cp.in**

**CHAPTER – I**  
**TENDER NOTICE**

Tender Notice No.: OMD/Mines/Pers./04/2020-21

Dated 05.12.2020

Sealed Tenders are invited from interested & experienced agencies to provide 04 nos. Buses on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).

**SALIENT FEATURES OF THE BID :**

Sl.	Particulars	Detailed of Tender
1.	<b>Bid Enquiry No.</b>	OMD/Mines/Pers./04/2020-21 date. 05.12.2020
2.	<b>Name of the Work</b>	To provide 04 nos. Buses on hire basis at OMDC Mines, near Barbil, Keonjhar (Odisha).
3.	<b>Cost of Bid Document</b>	
	By hand / By downloading	By Post
	Rs. 1260/-	Rs.1418/-
4.	<b>Earnest Money Deposit</b>	Rs. 75,000/- (Rupees Seventy five thousand only)
5.	<b>Availability of Tender Documents</b>	Office of the Manager (Finance) I/C, OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & CPP portals.
6.	<b>Date of Issue of Bid Documents</b>	From 05.12.2020 to 26. 12. 2020 up to 3.00 pm.
7.	<b>Date of Submission of Bid Documents</b>	Up to 26.12.2020 , Time: 3.30 pm.
8.	<b>Date of Opening of Technical Bid</b>	On 26.12.2020 , Time: 4.00 pm.
9.	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
10.	<b>Period of Contract</b>	2 year from issuance of LOI/Work Order/Agreement, this may be extended for further 1 years if the performance of the agency during the contract period is found satisfactory.
11.	<b>Validity Period of Bid</b>	180 (Ninety) calendar days w.e.f. date of opening of the technical bid.

The Tender documents can be obtained from office of the **Manager (Finance) I/C, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment

Cost of Tender Document Inclusive of GST (Non-Refundable)	
By hand (Cash or DD / By downloading-Demand Draft)	By Post (Demand Draft)
Rs. 1,260/-	Rs. 1,418/-
Rupees One thousand two hundred sixty only.	Rupees one thousand four hundred eighteen only.

in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The Orissa Minerals Development Company Limited' and payable at Barbil.

Alternatively, the tender documents can also be downloaded from Company's website [www.birdgroup.co.in](http://www.birdgroup.co.in) and in such a case; the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid. All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice.

**Sd/-  
BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)**  
**Telephone No. : 06767-275530, 275777**  
**Head Office-Plot No. 271, ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar,**  
**Bhubaneswar.751001, Email id. - bh.omdc@birdgroup.co.in**

## **CHAPTER– II**

**Tender Notice No. OMD/Mines/Pers./04/2020-21**

**date 05.12.2020**

1. **Scope of Work** : Providing 04 nos. Of school buses on hire basis. The buses shall be engaged at Thakurani and Roida mines for different school duty, station duty and market duty may be engaged as per requirement of OMDC.

The Buses will be stationed at office premises during duty hours.

The details regarding number and type and duty hours of each vehicle are mentioned as below:

Sl.No	Type of Bus (Indicative)	Number of Bus (es)	Duty hours per day	Reporting time	Area of Engagement
01	52 seated	02	12	5.30 A.M. to 5.30 P.M. Or as per the School timing	Thakurani
02	32 seated	02	16	6 A.M. to 10 P.M.	Roida

**Note:**

- **The buses may be required beyond assigned hours for which the contractor will be paid on hourly pro-rata basis base on the contracted rate of bus(es) per day. It will be responsibility of the contractor to ensure availability of the bus with competent driver beyond assigned working hours on normal working days.**

**2. Contract Period:** The contract shall be for a period of **2 (Two) years**. However, OMDC reserves the right to extend the contract for another period of 01 year, if the performance of the agency during the contract period is found satisfactory.

**3. Date of Commencement:** To be mentioned in the Letter of Intent/Agreement.

**4. Eligibility Criteria –**

The tenderer shall have to submit the following documents.

- I. Proof of ownership of at least one bus in the name of tenderer and registration should on or after 01.01.2017 and valid fitness certificate, commercial registration, insurance certificate, up-dated tax token etc.

- II. Experience of minimum 2 (two) years of providing Bus (i) to reputed company/ organization or (ii) two years experience of operating buses for carrying passenger during last five years ending 31.03.2020. For the above, the tenderer should submit the documentary proofs (i) in form of completion / on-going certificate issued by the employer or (ii) road / route permit issued by the competent authority.
- III. Average financial annual turnover of at least Rs. 14, 47,000/- during the last 03 (three) years i.e. 2016-17, 2017-18, 2018-19. Copy of balance sheet, profit & lose A/c and income tax return are required to be submitted.
- IV. The tenderer should submit an under taking that agreement will be submitted for engagement of other buses (if not owned) from the owner(s) to give their buses on hire basis to the bidder for entire period of contract.
- V. Proof of payment made to OMDC towards cost of tender document is of Rs. 1,260/- if tenderer required the tender document by post /courier service, the cost of tender document should be Rs. 1418/- in shape of demand draft drawn in favour of OMDC, should reach sufficient time before, so as the tender document can be send to the tenderer by post/ courier service or can purchased the tender document within the office hour of 10.00 A.M. to 3.00 P.M. from on 05.12. 2020 or before dt. 26.12.2020 time 03.00 pm from the office of Manager (Finance) or can be down loaded from the company website [www.birdgroup.co.in](http://www.birdgroup.co.in). The downloaded tender document should be accompanied with Rs.1,260/- demand draft drawn in favour of OMDC, payable at Barbil towards cost of tender document. Any courier service or postal delay, company should not be responsible.
- VI. The tenderer is required to deposit an amount of Rs. 75,000/- (Rupees Seventy five thousand) only as Earnest Money Deposit (EMD) in form of Demand Draft drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- VII. Declaration to the effect that the tenderer has carefully read all the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender as per Annexure-I.
- VIII. Undertaking to the effect that the bidder is not an employee of OMDC and he is not a close/distant relative of the employees of OMDC as per Annexure – II.
- IX. Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per Annexure-III.
- X. Document relating to Status of the bidder in form of the following –  
Memorandum & Article of association in case of a Limited Company,  
Notarised Partnership Deed in case of partnership firm &  
An affidavit in case of a Proprietorship firm.
- XI. Copy of PAN card & GST Registration Certificate.
- XII. The tender document shall have to be signed by tenderer in each page and the terms and conditions must not be altered, failing which, the tender will be rejected.

**5. Evaluation clause:-**

The tenderer are advised to quote their rate in the price bid given in (Annexure-IV) of the tender document. Price Bids of the tenderer, whose Techno-commercial Bids are technically qualified will be opened after wards in presence of the tenderer/ authorized representatives on a suitable date and time, which will be intimated to the technically eligible tenderer in due

course. The L-I tenderer will evaluate on the basis of the lowest quoted total value in the price bid subject to the fulfillment all other terms and conditions of the tender.

Tenderer not submitted EMD and cost of tender shall be considered as invalid and will be rejected. Tenders not received in prescribed form will be liable to summarily rejected.

Conditional Bids not adhering to the tenderer terms and conditions are liable to be rejected.

6. Maintenance of Records/Log-Books: The successful Agency will maintain the records of the works performed by each buses through a log-book with date, time, HSD taken, running K.m. and user sign which shall be made available with the of drivers of each Buses. These log-books are to be monitored and signed by the concerned/nominated officer. Further, these log-books shall also be inspected and signed by the Head of Personnel department.
7. The agency should carry out maintenance/preventive maintenance at their own cost. Further, during such maintenance, agency needs to provide alternative arrangement of similar nature buses without any additional cost.
8. The statutory obligation (as per the labour law) of the staffs engaged for the operation of the buses shall be the agencies liability.
9. Consumable like tyres, tubes, drivers salary etc. Shall be the agency's liability.
10. OMDC will provided required HSD to the buses engaged in the following manner.
  - i) 52 seated bus -1 ltr. HSD for 03 km.running.
  - ii) 32 seated bus – 1 ltr. HSD for 05 k.m. running.In addition to this, lubricant @1 ltr. for 500 k.m. will be issued to the buses.

11. Repairs, maintenance, taxes, insurance, permit fees, fitness & pollution certificate etc. shall also be the agency's liability.
12. The drivers to be engaged in the above buses should competent and posses required valid Driving License.
13. The successful tenderer will be submitted the agreement, copies of engagement of other buses (if not owned) from owner(s) to give their buses on hire basis to the tenderer for entire period of contract before receiving the LOI/ Work Order. **The registration of 04 nos. buses should on or after 01.01.2017.** After taking Lol/ Agreement copy all Buses should be permit in respect of a contract carriage see rule 46(l) (ii) of OMV Rules, 1993.
14. **Earnest Money Deposit:-** The tenderer is required to deposit an amount of Rs.75,000/- (Rupees seventy five thousand) only as Earnest Money Deposit (EMD) in form of Demand Draft in favour of "OMDC" payable at Barbil, failing which the Tender shall not be considered. There is no interest paid on EMD.  
Earnest Money shall be refunded to the unsuccessful tenderer immediate after finalization of the tender.

The EMD of successful tenderer will be converted to security deposit and refunded after satisfactory completion of the period of contract.

The Small Scale Industries who are registered with industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their tender. The Small Scale Industries who are registered for the particular trade/ item, for which this Tender is relevant, will be exempted from submission of Earnest

Money Deposit. Such Industries with their provisional/ temporary registration and not registered for the particular trade/ item for which tender is being invited would not be eligible for exemption and start up-MSEs are exempted from submission of EMD, cost of tender document and experience certificate also.

15. **Security Deposit:** - Recovery of Security deposit @ 5% of the monthly running bill of successful tenderer. The security deposit shall be refunded to the Agency within 60 days from the date of completion /termination of contract on production of certificate from Head of Personnel Department that the Agency has satisfactorily performed his obligation whatever under this contract.
16. **Payment Terms :-** Payment shall be made through RTGS on the basis of rates quoted on per month basis. The agency needs to submit the details of Bank A/c, Branch, IFSC code etc for enabling OMDC to release the payment through RTGS. Further, the agency has to submit the monthly bill in triplicate duly certified by the concerned department / controlling officer along with the log-book. The log-book shall also contain the initials of the concerned user and or officer.

Then the bills will be verified by Head of Personnel department at Mines and after necessary verification & certification, he shall forward the same to Finance Department for consideration of payment after approval of Business Head.

17. **Schedule of Payment:** - within 30 days from the date of submission of bill.
18. **Tax Deduction:** - Income Tax, education cess and other taxes as applicable shall be deducted at source at the rate prescribed in the Income tax act and or any other relevant Act from the gross value of each monthly bill.

**19. Penalty**

- i. The company shall be at liberty to deduct an appropriate amount from security deposit towards default as per this contract.. In case of termination of the contract by the agency, the company shall have right to forfeit the Security Deposit and /or EMD.
- ii. If the contract work is found unsatisfactory, the company reserve the right to get the work done from the market at the risk & cost of the agency. The amount spent shall be recovered from the agency's bill, Security Deposit retained by the company.
- iii. If the agency fails to provide any vehicles on any day, penalty at double the accepted hiring rate calculated on pro-rata basis shall be recovered from the contractor's bill.

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
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## **CHAPTER – III**

### **GENERAL CONDITIONS**

1. Definition:
  - a) Tenderer/bidder: Tenderer/Bidder means a person, society, firm or company willing to participate by accepting terms and conditions given in the Tender document.
  - b) Tenderer: Tenderer means the work to be performed according to the tender documents (both technical and commercial) submitted by the Tenderer for consideration of OMDC
  - c) Name of the Tenderer: Name of the tenderer means the work to be performed by the Tenderer.
  - d) Techno-commercial Bid: Techno-commercial Bid means documents regarding eligibility condition as stipulated in the Tender documents for qualifying the bidder for consideration of the price Bid.
  - e) Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of the evaluation and award of contract.
  - f) Contractor: Contractor means the person or society, firm, company, whose Tender has been accepted by the OMDC.
  - g) OMDC: OMDC means “The Orissa Minerals Development Company Limited” A company incorporated in India and having its Head office at “ Plot No. 271, Ground Floor, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar-751001”.
  - h) Employer: Employer means OMDC.
  - i) Competent Authority: Competent Authority means MD or any designated officer by the MD.
  - j) 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. The buses to be engaged by the Agency should be in good condition and buses to be engaged duly registered and fully insured against third party and must have fitness Certificate, road permit, tax token etc. Issued by R.T.O. of Odisha as required for school bus. The agency shall provide with qualified & competent drivers to the satisfaction of the company. The Buses will be stationed at office premises for playing to different places as per requirement.

3. The Agency has to pay minimum wages to its workmen engaged under him as per the minimum wages act 1948 as notified by central government from time to time and the agency has to comply provision along with other statutory benefit as per applicable laws in force.
4. The Tenderer may visit the site and the ascertain the condition and all other factors likely to effect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. OMDC is not liable for any damages, whatsoever, if conditions differ during the operation of the contract and for which no complain shall be entertained.
5. The Earnest Money Deposit (EMD) of the successful Tenderer shall be fortified if the L-I fails to take up the job within 10 days from the date of issue of the LOI (Letter of Intent).
6. The rates in the Tenderer shall cover all statutory dues/ taxes/levies as applicable on date of opening of the Tender, excluding service Tax. All persons include by the contractor for the period of the contract shall be deemed to under his direct employment. And the role of master and servant will be applied as between the contractor and his employees. The contractor will be directly be responsible for statutory obligation of any or all kind passed from time to time under the law.
7. Any request from the tenderer in respect of addition, alternations, modifications, corrections etc. In either terms and conditions or rates of his Tender after opening of the Tender, shall not be entertained under any circumstances. If the Agency withdraw his tender after opening of the tender, but before the expiry of the validity period of the tender, the Earnest money shall be fortified.
8. The agency shall be liable for all compensations that may arises for any accident, death, injury etc. caused by or during the operation of the job.
9. By submitting a Tender for the work the Agency will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and the conditions attached hereto and he has taken in to account all conditions and be encountered during its progress/ execution. Any complains in this regard after submission of offer shall not be entertained.
10. **Tender Submission** :The tenderer shall submit the Tender in 2 (two) parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft in favour of OMDC, payable at SBI, Barbil and the same is to be put in separate envelope duly sealed and super scribed with the word "Earnest Money Deposit & Cost of Tender Document".

All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in a 4<sup>th</sup> (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, Date of Opening of Technical Bid and addressed to Business Head, The OMDC Ltd., At/P.O.- Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.

Tenders not submitted with Cost of tender paper, EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office. Tenders will be received up to 3.30 P.M on 26.12.2020 and will be opened the same day at 4.00 P.M in the presence of tenderer or their authorised representatives. The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/E-mail.

Tenderer should also indicate their Bank A/c details for making payments through RTGS/NEFT.

OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

11. **Tender Opening Date & Time:** 26.12.2020 at 4.00 pm
12. **Period of Validity:** The Price quoted by the tenderer shall remain valid for a minimum period of 180 days from the date of opening of the tender.
13. The bidder may be asked for submission of short fall documents within the specified time period during evaluation of techno- commercial bids. These documents shall not be related to submission of EMD & Cost of Tender paper.
14. Acceptance of Tender will be intimated to the successful Agency by a Letter of Acceptance (LOA) to be followed by the Agreement.
15. Work order may be placed by OMDC on one party or more parties on basis of L-1 quotation. The Agency may be required to explain / justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalised from the present Tender.
16. The work shall have to be executed as per the programme and instructions of Business Head/Concerned officer-in-charge.
17. The successful Agency shall at his own cost provide housing accommodation to his employees/drivers. If any accommodation is made available to the agency by OMDC, then necessary rent as per existing policy will be recovered from the monthly bills. However, it will not be obligatory on the part of the company to provide accommodation to the agency's staffs/workers/drivers.
18. **Default :** The performance of Agency will be considered unsatisfactory if: -
  - a) The Agency does not attend the work as per contract.
  - b) The Agency does not carry out the instruction of the concerned officer.
  - c) The Agency is found consistently irregular in reporting to concern authorities.
  - d) The Agency incurs loss to the company in any of the activities.
  - e) The Agency does not maintained discipline at the work.

19. **Modification of Contract:** The Company reserves the right to make any modification/alternation in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s).
20. **Exit Clause:** Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 90 (ninety) days. However, they will continue to be liable for the work done during the contract period. In case of non-observance of any statutory law/guideline, if the company is held responsible by any authority; the agency will indemnify the company, which may forfeit the Security Deposit/Earnest Money Deposit, if the liabilities are not met by the Agency.
21. **Force Majeure Clause**
- (a) The contractor shall have no claim whatsoever against the company for any loss/ damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence / epidemic, sickness, lock-out, earth quake, firm, storm, flood, explosion, any change in the nature of Act of God. Government requisition, Govt. Order to statutory action or any cause of whatever nature of description beyond the control of the company.
- (b) The contractor shall resume the work as soon as practicable after such eventually has caused to exist of which the company shall be sole judge.
- (c) If the performance in whole or part of any term/ obligation under the contract is prevented or delay by any such eventually for a period exceeding seven days above escalation of above events the contract may be terminated at the discretion of the company.
22. **Arbitration:** Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Plot No. 271, Ground Floor, Bidyut Marg, Unit –IV, Shastri Nagar, Bhubaneswar- 751001 and his decision in the matter will be final and binding on the Agency and company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.
- Note:** The Court of Keonjhar & High Court, Cuttack will have the jurisdiction to address any unsettled dispute.
23. **Integrity Pact:** The tenderer are required to fill the integrity pact format and submit along with the bid documents.  
The successful tenderer has to sign and submit the “Integrity pact” a provided in Annexure –V along with the Techno-commercial bid. Non-signing of the integrity pact will lead to the cancellation of the contract at the cost of the contractor and the company will forfeit the EMD.
24. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different Tendeerers without assigning any reason thereof.
25. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the agency without any claim of loss by the Agency.

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

**DECLARATION BY THE BIDDER**

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

**Tender Notice No.: OMD/Mines/Pers./04/2020-21**

**Dated 05.12.2020**

**Sub: TENDER FOR ENGAGEMENT OF 04 NOS. SCHOOL  
BUSES ON HIRE BASIS FOR USE AT OMDC MINES.**

In response to the tender invited by you I/we examined 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 BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

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

**UNDERTAKING**

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

**Tender Notice No.: OMD/Mines/Pers./04/2020-21**

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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 also undertake that I/we have not been an employee of OMDC and I/We have not close/distant relative of the employees of OMDC.

I/we enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

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

**UNDERTAKING**

To  
The Business Head,  
The Orissa Minerals Development Company Ltd.  
At/P.O. Thakurani  
Via : Barbil – 758 035  
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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 also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

I/we enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

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

<b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b> <b>(A Govt. of India Enterprise)</b> <b>P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)</b> <b>Telephone No. : 06767-275530, 275777</b> <b>Head Office- Plot no. 271, Ground Floor, Bidyut Marg, Unit- IV, Shastri Nagar, Bhubaneswar-751001, Email id.- bh.omdc@birdgroup.co.in</b>
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## **PART -II** **PRICE BID**

Tender Notice No.: OMD/Mines/Pers./04/2020-21

Dated: 05.12.2020

Sl. No.	Type of Buses to be engaged	Duty Hours	Rates per month per Bus excluding GST/ Service tax.  (A)	Nos. of required Bus.  (B)	Rate of vehicles per month excluding GST/ Service Tax.  (C) = A*B
1	52 seated	12		2	
2	32 Seated	16		2	
	<b>Total</b>				

**(Amount in Words**

**Rs**.....  
 .....)

**N.B :**

- 1) The L-1 offer will be evaluated on the basis of the above quoted Total Amount mentioned at per month only. In case of discrepancy between the amount in figure & word the amount mentioned in word will prevail.
- 2) Service Tax/ GST shall be reimbursed in submission of proof of payment of Tax to the authority.

**SIGNATURE OF THE BIDDER**  
**WITH SEAL & DATE**

**INTEGRITY PACT**

THIS AGREEMENT is entered into between the following Parties:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) hereinafter referred to as **"The Principal"**.

AND

M/s....., hereinafter referred to as **"The Tenderer/Contractor"**

**PREAMBLE**

The Principal intends to award a contract, following its laid down organizational procedures, for carrying out the work of ..... at a value of Rs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the principal co-operates with the renowned international Non-Governmental Organisation, "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions:**

- a) **"Principal"** means THE ORISSA MINERALS DEVELOPMENT CO. LTD (OMDC) incorporated under the Companies Act, 1956, having their registered Office at AG 104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata-700091 and includes their successors.
- b) **"Tenderer/ Bidder"** means the person, firm or company submitting a tender/bid against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.
- c) **"Contractor"** means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.
- d) **"Independent External Monitor"** means a person, hereinafter referred to as IEM, appointed, in accordance with **Clause 8.a** below, to verify compliance with this agreement.  
**"Party"** means a signatory to this agreement.

**“Contract”** means the contract entered into between the Principal and Tenderers/Contractors.

**1. Commitments of the Parties:**

2. **Commitments of the Principal:** The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles:

No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.

The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.

The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

If the Principal obtains information of conduct of a bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

**Commitments of the Tenderer/ Contractor:** The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal’s employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal’s tender process or the execution of the Contract.

The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal’s tender process or the execution of the contract.

The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **3. Obligation to Ensure Compliance:**

Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

### **4. Equal treatment of all Bidders/Contractors/Sub-Contractors:**

The bidder/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.

The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

### **5. Disqualification from tender process and exclusion from future contracts:**

If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 2.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.

- b) If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 2.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- c) If the tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- d) A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

### **6. Compensation for Damages:**

- a) If the principal has disqualified the Tenderer from the tender process prior to the award according to **clause 5 above**, the **Earnest Money Deposit (EMD)** furnished, if any along with the offer as per the terms of the **Invitation to Tender (ITT)** shall be forfeited. This is

apart from the disqualification of the tenderer as may be imposed by the Principal as brought out at Clause 5 above.

- b) If the principal has terminated the Contract according to Clause 5 above, or if the Principal is entitled to terminate the Contract according to Clause 5 above, the EMD/Security Deposit furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the tenderer, as may be imposed by the Principal, as brought out at Clause 5 above.

**7. Previous Transgression:**

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

**8. Independent External Monitor (IEM)**

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:

Allow the IEM unrestricted access to all books, records and staff relevant to such tender;

ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.

allow the IEM unrestricted access to all books, records and staff relevant to the contract;

ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.

- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:

He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of: all suspected or actual breaches of the provisions of this Agreement actions taken by the IEM and the parties in relation to such breaches any reports made by the IEM to criminal authorities, professional associations or other bodies.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.

If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.

f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-compliance.

The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.

Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.

The IEM can only be removed from his appointment, if:

1. all of the Parties agree in writing to remove him, or
2. he resigns; or
3. he is removed from his Office by order of a Court having appropriate jurisdiction.

If the IEM is removed from his appointment, the Principal will appoint another IEM as per **Clause 8.a** above for the remaining duration of this agreement.

## **9. Breaches of this Agreement:**

1. In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:

It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.

If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.

If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.

In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.

The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

**10. Duration of Agreement:**

- a) This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.
- b) This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderers 6 (six) months after the award of the Contract.

**11. Other provisions:**

- a) The Principal will disqualify from the tender process Tenderer/Tenderers who does/do not sign this pact or violate its provisions.
- b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Kolkata.
- c) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal
- d) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- e) Address along with other relevant details of the Chief Executives of the parties are as given under:

<p><b>1. Principal</b>          Managing Director,          THE ORISSA MINERALS DEVELOPMENT CO. LTD.          Plot No. 271, Ground Floor, Bidyut Marg, Unit -IV, Shastri          Nagar, Bhubaneswar- 751001.</p>	<p>(0674) – 239-1495          (0674) - 239- 1595</p>
<p><b>2. &lt;Details of Tenderer are to be filled in by Tenderer concerned &gt;</b></p>	

- f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.
- g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

(Signature)

(Signature)

**For the Principal**

**For the Tenderer/ Contractor**