

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

CIN – L51430WB1918GOI003026

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

**TENDER DOCUMENT
FOR
CONSTRUCTION OF 08 NOS. STAND POST
WITH PIPE LINE AND 02 NOS. OVERHEAD
STEEL STRUCTURE WITH PVC WATER STORAGE
TANK AT PERIPHERAL VILLAGES
OF OMDC LTD., BARBIL
DIST -KEONJHAR, ODISHA UNDER CSR
SCHEME**

Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

Name & Address of the Bidder : _____

Money Receipt No.....

Dated/...../ 2017

Cost of Tender Paper: Rs. 525.00 (Rupees Five hundred twenty five) only

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

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TENDER NOTICE

Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

Sealed tenders in prescribed format are invited from the experienced agencies for “Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme.”

TENDER NOTICE NO.	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/Civil/CSR/01/2017-18 Dated: 17/11/2017	“Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme.”	08/12/2017 at 3.30 p.m.

The Tender documents can be obtained from office of the Sr. Manager (Project), **The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment Rs. 525.00 (Rupees Five Hundred Twenty Five only) in cash or in form of Demand Draft drawn on any Nationalized Bank favoring ‘The O.M.D.C. Limited’ and payable at Barbil from 17/11/2017 to 07/12/2017 during office hour.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.co.in & CPP Portal 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. Further corrigendum/addendum, etc. if any, will be made available in our web site only.

Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

**Sd-
Chairman, CSR**

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CHAPTER-I NOTICE INVITING TENDER

Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

Sealed tenders in prescribed format are invited from the experienced agencies for “Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme.”

INFORMATION TO BIDDERS :

Interested bidders may obtain further information from the office of the **SR. MANAGER (PROJECT), THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE- ODISHA.**

“Any amendment issued prior to submission of Bids would be put on the OMDC website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid.”

2. BIDDING DOCUMENTS:

a) A complete set of bidding documents may be purchased by interested agency(s) from the office of the **SR.MANAGER (Project), THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA.**

On submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost, Bidding Document will be available for sale on all working days from 9.30 A.M. (IST) to 5.30 P.M. (IST) against Cash payment or (against Demand Draft, Pay Order or Banker's Cheque in favour of “**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**” payable at par at Barbil.

b) The cost of Bidding Document is **Rs. 525/- (INR five hundred twenty five only).**

c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. www.birdgroup.co.in & CPP Portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidder shall download the “Bidding Document” available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website (www.birdgroup.co.in), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of “**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**” and payable at Barbil.

3. **PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on **01/12/2017** at 3.30 PM in the office of the Sr. Manager (Project), OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company's website within 03 days before the opening of the bid.

4. **SALIENT FEATURES OF THE BID :**

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMD/CIVIL/CSR/01/2017-18 Dated: 17/11/2017
2.	Name of the Work	“Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme.”
3.	Cost of Bid Document	INR 525/- (Indian Rupees Five hundred Twenty Five only)
4.	Earnest Money deposit	INR. 15,000/- (Rupees Fifteen Thousand) only The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 7 months from the date of opening of the Part-I, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to “The Orissa Minerals Development Company Limited” at Barbil. Central Public Sector Enterprises (CPSEs) under Government of India & startup MSMEs are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Sr. Manager (Project), OMDC, Thakurani & from www.birdgroup.co.in , & CPP portals.
6	Place & Time Of Pre Bid Consultation.	In the office of Sr. Manager (Project) on dated 01/12/2017 at 3.30 PM
7	Date of Issue of Bid Documents	17/11/2017 to 07/12/2017 during office hour
8	Date of Submission of Bid Documents	17/11/2017 to 08/12/2017 up to 3.30 PM
9	Date of Opening of Technical Bid	08/12/2017, time 4.00 PM
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation
11	Period of Contract	04 (four) months from issue of Letter of Intent (LOI)/Work order/agreement.
12	Validity Period of Bid	120 (one hundred Twenty) calendar days

**Sd-
Chairman, CSR**

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CHAPTER-II

Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

1. SCOPE OF WORK :

“Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme.”

- A. Water supply at Uliburu, Belkundi, Kara Khandra & Sant Bhahal
 - i. Construction of 08 nos. stand post with plate form and drain.
 - ii. Connection of pipe line with existing overhead water storage structure by fitting of necessary valves and accessories. Laying of pipe line by trenching 45 cm below from the original ground.
- B. Water Supply work at Kolha Roida and Kundru Pani villages of Bhuiyan Roida Gram Panchayat.
 - i. Supply, fabrication and erection of steel over head structure by using different steel sections and steel plates etc.
 - ii. Construction of RCC foundation and footing to support the overhead steel structure.
 - iii. Supply and erection of PVC water storage tank of 5000 ltrs. Capacity each on the top of steel structure and fitting & fixing of necessary pipe line for inlet and outlet of drinking water. Inlet pipe to be connected with newly constructed bore well and outlet with stand post.
 - iv. Construction of 08 nos. stand post with plate form and drain.
 - v. Painting of steel structure with one coat primer and 02 coat synthetic enamel paint.
 - vi. Painting of sign board and lettering regarding project details.

1.1 The detail descriptions of the work are given in the Price Bid cum Bill of quantity (BOQ) and drawings.

2. TECHNICAL SPECIFICATION:

~ **Civil Work:** Work should be carried out as per various codes of practices provided by BIS, CPWD Norms and technical specification mentioned in the tender schedule and instruction of Civil Department of the OMDC.

3. AREA OF OPERATION:

The area of operation / work site is located at different peripheral villages of OMDC are as follows:

- | | | | |
|---------------|-----------------|-----------------|----------------|
| 1. Uliburu | 2. Belkundi | 3. Kara Khandra | 4. Sant Bhahal |
| 5. Kundrupani | 6. Kolha Roida. | | |

The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the tender document. OMDC will provide the concerned official for showing the location of the construction site.

4. CONTRACT PERIOD :

The entire work shall have to be completed within 04 (four) months from the date of acceptance of work order.

5. DATE OF COMMENCEMENT OF JOB :

Within 10 days of awarding the LOI. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (OMDC) i.e. Business Head.

6. EARNEST MONEY DEPOSIT :

6.1 The Tenderer is required to deposit a lumpsum amount of Rs. 15,000/- (Rupees Fifteen Thousand) only as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered.

6.2 Pay Order, Demand Drafts payable at Barbil or Bank Guarantee (BG) from any of the Nationalised Banks or Schedule Banks in India. In case the Bank Guarantee is issued outside Barbil, the same shall be routed through their branch at Barbil and enforceable at Barbil. In case of foreign tenderer, if the Earnest money is deposited in the form of Bank Guarantee (BG), the same shall be established through any one of the Nationalised Banks preferably State Bank of India, or Bank of Baroda and enforceable and payable at Barbil. The proforma for the BG is attached at Annexure-IV. The BG shall be valid up to 7 months from the date of the opening of the Part-I (TECHNICAL) and vis-à-vis 03 (three) months validity in case of Pay Order or Demand Draft.

6.3 The Earnest Money will be refunded to the unsuccessful Tenderers. The Earnest Money deposited by the successful Tenderer will be converted in to security deposit and refunded after completion of work. If the contractor fails to sign the agreement / commence the work the EMD amount will be forfeited.

6.4 No interest on the Earnest Money Deposit shall be paid.

6.5 The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provided they submit a letter requesting for exemption from submission of EMD along with the offer.

6.6 The Small Scale Industries who are registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) start up MSME are exempted from submission of Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" (at x-3) in lieu of security deposit. 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 and Security 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.

7. SECURITY DEPOSIT (SD) :

10% of Gross Value of work done towards RA/Final Bill will deducted as security deposit. Security deposit @ 10% of the value of the work done, deducted by OMDC on the gross value of the R.A. / Final bill raised by the agency will be released after the defect liability period.

OMDC will have the absolute right to adjust security deposit in case the agency defaults in carrying out the job as per the scope of work.

8. ELIGIBILITY CONDITION:

8.1 Eligibility Criteria –

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences along with the Technical Bid in support of the followings:-

8.1.1 Experience in successful completion of similar nature of work as stipulated in the 'Scope of Work' during last 7 (seven) years as detailed below.

a) 3 nos. of similar completed works each amounting to not less than Rs. 2.80 lacs.

Or

b) 2 nos. of similar completed works each amounting to not less than Rs. 3.50 lacs.

Or

c) 1 no. of similar completed work amounting to not less than Rs.5.60 lacs.

(The similar work means execution of civil work)

The above experience certificates in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender. In support of above experience certificate corresponding work order is to be submitted.

8.1.2 Average annual turnover not less than Rs. 2,10,000/- (Rupees two lakh ten thousand only) during last 03 (three) years ending 31.03.2017. Copy of Balance Sheet or Profit & loss A/c and Income tax Return for the year 2014-15, 2015-16 and 2016-17 may be submitted.

8.1.3 Proof of payment made to OMDC towards Cost of Tender Document of Rs.525/-.

8.1.4 Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand) only in shape of Demand Draft/Bankers Cheque/Pay Order/Bank Guarantee drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha). The format of B.G. is appended herewith at Annexure-III

8.1.5 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.

8.1.6 A declaration is 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 as per undertaking format attached as (Annexure-II) of this document.

8.1.7 Income Tax PAN Card.

8.1.8 Sales Tax / TIN Registration Certificate / VAT Clearance Certificate (as applicable).

8.1.9 Service Tax Registration Certificate.

8.1.10 Registered partnership deed in case of a partnership firm, Memorandum of Article and Article of association in case of a joint stock company, proprietorship certificate duly certified by a Notary in a stamp paper in case of proprietorship firm is to be enclosed.

8.1.11 Startup MSME's are exempted from turnover criteria.

8.1.12 Startup MSME's are exempted from experience criteria.

Note:

1. Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.
2. All documents along with tender shall be self attested by the authorized signatory of the bidder/firm/company with official seal.
3. Submission of any forge document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

9. EVALUATION OF THE BIDS:

9.1 Technical bid

9.1.1. The bidders are required to submit all the relevant documents as prescribed in "ELIGIBILITY CRITERIA FOR TECHNICAL BID EVALUATION".

9.1.2 The bidders will be evaluated for technical competency based on past experience certificate submitted.

9.1.3. The bidders will be evaluated for financial stability based on their, average annual turnover not less than Rs. 2,10,000/- (Rupees two lakh ten thousand only) during last 03 (three) years ending 31.03.2017. Copy of Balance Sheet or Profit & loss A/c and Income tax Return may be submitted.

9.1.4 The bidders documents mentioned in "Other Criteria" of "ELIGIBILITY CRITERIA FOR TECHNICAL BID EVALUATION" will be verified for authenticity.

9.1.5 The bidders may be asked for submission of short fall documents during evaluation of techno-commercial bids. These documents shall not be related to submission of EMD. These documents may be allowed to be submitted with in specified time period of 10 (Ten) days.

9.2 Price bid

- 9.2.1 The bidders are required to quote their unit rate both in figures & words in the Price Bid cum Bill of Quantity (**B.O.Q.**) format enclosed in Annexure-IV of the Tender Schedule. Price Bids of the bidders, whose Techno-Commercial bids are technically qualified, will be opened in the presence of the bidders or their authorized representatives on a suitable date and time. The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/Mail.
- 9.2.2 The L-1 bidder will be evaluated on the basis of lowest quoted rate in total in the price bid. However, in case of discrepancy between items wise amount and total amount, the derived amount of B.O.Q (i.e unit rate quoted x quantity = amount) shall be considered for evaluation.
- 9.2.3 In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
- 9.2.4 Incorrectly added totals will be corrected in the price bid and corrected value will be considered for total amount. In case there is any inconsistency between the rate and the value extended (After multiplication with the tender quantity), the rate quoted shall prevail.

10. AWARD OF CONTRACT:

OMDC may award the work to the L-1 bidder. Acceptance of the Tender will be intimated to the successful bidder through a L.O.I. (letter of intent). The contractor shall then be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of Contractor to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

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

11. WARRANTY:

The tenderer shall provide warranty for 12 months from the date of completion of work. The tenderer shall provide warranty for 12 months for the supplied items against defect arising out of workmanship, design, materials and performance to ensure satisfactory performance requirements indicated in the tender document. In the event of any inadequacy / defect / error / fault resulting in a fall in the performance of the supplied items as per the scope of the work, the successful tenderer shall, rectify the same, including supply of spares at free of cost.

12. SUBMISSION OF BILLS:

The tenderer will submit duly certified bills in the office of Business Head in triplicate. The work done shall be verified and certified by inspection authority i.e. Concern HOD / Business Head shall approve the bill. Deductions as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of R. A. bills & 60 days for final bill. Any variation in rates, imposition of new taxes, levies, duties, etc after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

13. PAYMENT TERMS:

Payment of bills shall be released to the agency through RTGS subject to submission of details of Bank A/c, Branch, IFSC code, etc.

90% of the R.A. bills shall be released depending upon the progress of work and subject to inspection and verification made by the engineer of Civil Department. However, the R.A. bill amount should not be less than Rs. 1,00,000/-. After necessary verification & certification, the Head of Civil department shall forward the same to Finance department for consideration of payment.

Bill of the work executed shall be jointly signed by the Engineers and the Contractor.

10% of balance payment of each RA bill will be released after successful completion of the work. .

No payment will be made for bench marks, level pillars profile and benching and leveling the ground where required.

However, normal deduction towards Income Tax, work contract tax, Sales Tax, Security deposit, etc. will be made from the bills as per applicability.

14. SCHEDULE OF PAYMENT:

Within 30 (thirty) days from the date of submission of R. A. bill and 60 (sixty) days from the date of submission of final bill.

15. TAX DEDUCTED AT SOURCES:

Income Tax, works contract tax, and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act, works contract tax act, and or other Tax from the gross value of each bill. The GST will be paid extra to the agency as applicable.

16. PENALTY:

In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement, OMDC may at its discretion, impose upon any or all of the following penalties:

16.1 Cancellation of LOI/Work Order/Agreement in part or full.

16.2 Forfeiture of Earnest Money / Security Deposit / PBG wholly or partly without notice to the contractor.

16.3 Recovery of extra cost incurred by the company for getting the work done through other sources without notice.

16.4 Blacklisting of the Contractor.

16.5 Recovery of Liquidity damages.

16.6 Recovery from any of the other present/future pending bills of the contractor.

17 WORKSCHEDULE, MEASUREMENT, MAINTENANCE OF RECORDS / MEASUREMENT BOOKS:

17.1 Work Schedule: The successful bidder will draw a work schedule of each activity along with a time schedule of completion of the work. The work schedule is to be drawn in consultation with the OMDC's concerned civil engineer and any other officer nominated by the Business Head, OMDC. However, the quantities set out in the Schedule of Items are only the estimated quantities of the works and are subject to alterations/modifications as per the instruction of the engineer.

- The Engineer may make any variations in the quality or quantity of the works to be performed for whatsoever reason in the interest of OMDC as per the following:
- Increase or decrease the quantity of any work included in the contract
- Omit any such work
- Change the character, quality, or kind of any such work.
- Change the levels, lines, positions, and dimensions of any part of the works & Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

17.2 Measurement: The quantity of the work executed at the site as per the contract will be workout by taking of joint measurement in presence of Engineer or Engineer representatives and Contractor. The weight of steel section as well as reinforcement to be calculated as per standard & IS code. For defective work the measurement will be taken after necessary rectification/replacement. All the measurement shall be documented in Measurement Book and signed by Engineer and Contractor.

17.3 Maintenance of Records/Measurement Books: The monitoring of the work to be carried out will be recorded in a Measurement Book, which shall be maintained by the concerned Engineer.

The Engineer shall ascertain & determine the value of work done by measurement. For the purpose, he may give notice to the agency for measurement of any portion of the work. The agency shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in seeking such measurement & shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be correct measurement of the works.

The Engineer will have the right to inspect the scaffolding, centering and shuttering made for the work and reject partly or fully such structures if found defective in their opinion.

17.4 Quality: Necessary pre-inspection of the materials will be made by the civil engineer in order to ascertain the quality & their conformity with the standards laid down in the tender schedule. The materials used for construction should be as per

BIS as applicable. In case Engineer-In- Charge doubts the quality, the Contractor has to arrange to send the sample to a reputed laboratory for testing and submit the test report to Engineer-In-Charge. In case the testing results are as per BIS norms, the cost incurred on testing the materials will be reimbursed to the contractor on submission of bill towards testing only. If the test results are not as per BIS norms, then the charges incurred for testing has to be borne by the contractor and also should replace such materials which have failed the test at Contractor cost.

18. LIQUIDATED DAMAGE CLAUSE:

If the contractor fails to successfully complete the work as per the specification within the stipulated time period mentioned in the work order, then necessary liquidated damage for a sum equal to 0.5% of the value of work done per week of delay shall be recovered from R.A. / Final bills subject to a maximum of 10% of value of work done. No Liquidated damage is applicable if the completion period of the work gets extended beyond the stipulated period of the contract due to no fault of the contractor. Decision of Business Head, OMDC will be final & binding on both the parties in this regard.

19. DEFECT LIABILITY PERIOD:

If any defect in the work is detected by the concerned engineer, the agency shall make necessary rectification of such defects during the defect liability period of 12 (twelve) months from the date of completion of work. All such work shall be carried out by the agency at his own expenses.

If the agency fails to do any such work, OMDC shall be entitled to carry out such work by own workmen or by outsourcing and the cost thereof will be recovered from security deposit of the agency.

**Sd/-
Chairman, CSR**

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

CHAPTER – III GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium 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 bidder for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/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) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- 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/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Mineral Development Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector – li, Salt Lake City, Kolkata – 700091
- i) **Employer:** Employer means “The Orissa Mineral Development Company Limited”.
- 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 as imposed by the Government from Time to Time.

2. TENDER SUBMISSION:

2.1 The bidder 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 Bankers Cheque/ Pay Order/ Bank Guarantee in favour of OMDC, payable at SBI, Barbil and the same is to be put in a 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 4th (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.

Tender not submitted with EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and the same will be liable for rejection.

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.

The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.

Tenders not received in prescribed form will be liable to be summarily rejected.

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

Tenders will be received up to 3.30 P.M. on 08/12/2017 and will be opened at 4.00 P.M. on same day at office of the HOD (Finance), OMD, Thakurani in the presence of bidders or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/electronic mail.

Bidders should 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.

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

2.2 Full information shall also be given by the tenderer in respect of the following:

a) **In case of Partnership firms:** 1) the names of all partners and their addresses. 2) The financial status of the firm and its partners. 3) Previous experience of the firm and its partners. 4) Self-attested Copy of Partnership deed 5) A Self-attested Copy of latest Annual audited profit & loss statement. 6) Self-attested Copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

b) **In case of Companies:** 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies. Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished. 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto. 3) Names and particulars, including addresses of all the Directors. 4) Previous experiences of Company and Directors in similar project as well as work. 5) Relevant credentials with Reference list. 6) A Self-attested copy of latest annual report. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

c) **In case of Consortium:**

1) A copy of the agreement, duly notarised, entered into by the Consortium members.

2) All members shall furnish:

a) Nature of business carried out by the members individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.

b) Names and particulars, including addresses of all the Directors.

c) Previous experiences of the Companies and the Directors in similar project as well as work.

d) Relevant credentials with Reference list of the Consortium as well as its individual members.

e) With respect to the Company which is a member of the Consortium, a self attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities; and similar documents under the provisions of the relevant Foreign Law.

f) With respect to a partnership firm which is a member of the Consortium, a self attested copy of "Certificate of Registration" as a firm, issued under Indian Partnership Act, 1932, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities and similar document under the provisions of relevant Foreign Law.

g) A Self-attested copy of latest annual reports.

h) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

3. OPENING OF TENDER:

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited 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.

4. VALIDITY:

The Tender and the prices quoted shall be deemed to be remain valid for a period of 120 Days from the date of opening of Part-I (TECHNICAL offer). In case of Tenderer revoking or withdrawing/cancelling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of OMDC, the Tender submitted shall be liable for rejection and the OMDC shall forfeit the Earnest Money paid by the Tenderer along with the Tender.

5. WORKING HOURS:

Working hours at the sites will be as per the notifications issued by Business Head / company from time to time.

6. SIGNING OF AGREEMENT:

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 07 days and start the work within 10 days from the date of issuance of LOI. In case the bidder declines to sign the agreement or to take up the work within stipulated time, in such eventuality he will not have any such claim on the contract.

In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

7. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate the contract either in part or in full due to reasons for delay in completion, bad working or any other abnormalities noticed during construction work. OMDC shall in such event, give 15 (fifteen) days notice in writing to the contractor.

8. RISK PURCHASE:

In the event of failure to fulfill the contract terms and execution of work as per letter of contract/work order/agreement, OMDC reserves the right to make the contractual obligation carried out by alternative arrangements and OMDC shall recover from the contractor any additional cost involve therein.

9. PRICE ESCALATION:

No price escalation will be allowed by OMDC at any time for whatsoever the reason during the period of contract.

10. STATUTORY COMPLIANCE:

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

11. FORCE MAJEURE CLAUSE:

(a) If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under this Agreement or delays the performance or the delivery of all or any part quantity of the Product under the agreement

is obstructed and/or delayed owing to or resulting from cause or causes beyond the control of Seller and buyer such as acts of God, strikes, go-slow, Loading Plant breakdown, Government elicits or ruling, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the Buyer or Seller shall be relieved of the responsibility for performance of this Agreement as per Para(c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2(Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in sub clause(a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under this Agreement.

(c) Seller or Buyer shall be relieved of the responsibility of performance of this Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

(d) In the event that the duration of the postponement of this Agreement mentioned herein exceeds 3(three) months, the other party shall have the option to cancel this Agreement in respect of the undelivered /uplifted quantity or extend the period of delivery by mutual agreement.

12. DAMAGE TO OMDC PROPERTIES:

The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of removing the material bought by him, and the agency is fully liable to reimburse to OMDC the cost of such damages. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

13. ILLEGAL GRATIFICATION:

The agency would be blacklisted in case found involved in any kind of illegal gratification in course of execution of the work.

14. DEVIATION:

Deviations in quantity approved by engineer-in-charge and subsequent change in value of the work order will be paid to the contractor. The maximum deviation permissible will be +/- 10% of the work order value.

15. MODIFICATION OF CONTRACT:

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

16. ASSIGNMENT:

This Agreement is not assignable or transferable in full or in part by either party.

17. LAWS GOVERNING THE AGREEMENT:

17.1 The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

17.2 Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

18. LEGAL CAPACITY OF THE TENDERER:

18.1 The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

18.2 A person signing the tender form 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 at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

18.3 **Consortium:** Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

I) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

II) The offer shall be signed so as to legally bind all members.

III) One of the members, for performing the key component of the Contract, i.e. technological equipment supplier shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

IV) The Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

V) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

VI) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

19. ARBITRATION:

19 .1 For Customers other than PSU:-

In the event of any dispute or difference between the OMDC & Agency, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the OMDC, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Kolkata and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

In case the matter is referred to Arbitration ,the seller shall be relieved of its responsibility if the buyer does not pay the amount due to seller (-----) or does not fulfill the terms & conditions as agreed to under this Agreement.

Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.

19.2 For PSU customers:-

In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration .The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time .

The venue of Arbitration shall be Kolkata and the cost of the Arbitration shall be as decided in the Arbitration award. The courts of Kolkata will only have jurisdiction for any unsettled issues needing judicial interpretation.

20. COUNTER OFFER:

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and may be liable for rejection.

21. OBLIGATION OF THE AGENCY:

The agency will commence and complete the work as stipulated in the tender document.

The agency shall have to make his own arrangements for traveling, boarding, lodging etc.

The job cannot be sublet in part or in whole without the written consent of the Business Head, OMDC Ltd., Thakurani.

The agency will comply with the direction of Business Head/Sr. Manager (Project) or their authorized representative from time to time.

All security arrangement for the materials to be utilized in the project shall be done by the contractor up to completion and handing over the project.

The contractor shall do all necessary insurance till job is handed over.

Guarantees whenever required by the contract shall be furnished by the contractor to the OMDC Ltd. on forms approved by the engineer and shall signed by both the contractor and the sub-contractor's work is involved.

The contract assumes a proper degree of skill on the part of the contractor and all has workmen employed.

The contractor shall consult with engineer whenever in his judgment a variation in the work of construction or in the quality of the materials specified would be beneficial or necessary to fulfill the guarantees called for in the contract. Such variations shall be carried out by the contractor only when authorized by the engineer in writing. The request for such changes shall be made before the contract agreement is executed otherwise guarantees will be understood to hold good for work as specified in the contract and any variation necessary to fulfill such guarantees shall be carried out by the contractors at his own cost.

The defect liability / guarantee period for the civil works will be 01 (one) year from the date completion of the work.

Safety/Protective equipment like safety helmets, safety shoes, safety boots, florescent jacket, safety belts, leg guards & gloves etc. shall be provided by the contractors to all his entitled workers at its own cost. The contractor(s) has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost.

The contractor shall report occurrence of any accidents at the work site including particulars of his employees involved and effect payment of compensation as per the Workmen's Compensation Act as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the company who will send necessary notice to the concerned authorities. In the event of contractors failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.

The contractor shall at his own cost, observe, perform and comply with the provisions of the Contract Labour (Abolition and Regulation) Act, 1971, and the rules made there under as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.

The contractor shall abide by the decisions/recommendations/award of the court/Labour Court/Industrial Tribunal/Wage Board or Commissions appointed by the appropriate Government in respect of this industry and shall ensure implementation of the provision of the decision/award/recommendation from time to time and maintain such relevant records and registers as are required to be maintained under those legislations/awards/decisions and produce them before the officers of the company and other statutory authorities as and when required. Any award for relevant industry shall be implemented if required within the rate decided in respect of this contract without any additional financial liability to the company.

The contractor shall solely be responsible in respect of payment to the labour under the payment of Bonus Act, 1965. He shall also be solely responsible for maintenance of records in respect of the above payments and submission of returns accordance

with the provision of the said Act. The contractor shall have to submit all statutory records and returns etc. in respect of his work to the Personnel Department or any other authority as and when required for verification and such records are to be maintained as per the direction of Personnel Department.

In all matters connected with labour and staff under this agreement, the contractor shall be employer as defined in the various Acts, Rules, Regulations pertaining to the nature of work involved. The contractor shall have to obtain a license under section 12 of the contract labour (Regulation & Abolition) Central Rule, 1971.

The material to be supplied by the contractor shall be as per IS specification.

If any work either in temporary or permanent nature or in necessary to complete the work in all respect but not mentioned in the tender shall have to be done without extra cost.

The contractor has to arrange the adequate lighting arrangement for the work site wherever necessary at his own cost.

The contractor shall at his own cost provide housing accommodation for his employees and the company shall be under no obligation to provide such accommodation. If any land is made available by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have no right whatsoever on the land on which such hutting are/have been constructed and the contractor shall not be entitled to transfer such hutting or houses to any person. He shall not make any additions or alterations to any existing building without prior permission of the company or any representative duly authorized in this behalf. The contractor(s) will use the existing available hutting/quarters for his workers at a nominal rent that will be fixed by the competent authority of the company. However it will not be obligatory on the part of the company to provide hutting/quarters to the contractor's workers.

After the work is complete in all respects, all surplus materials should be removed from the site of work. Preliminary such as vats, mixing platform etc. should be dismantle and all materials and temporary structures removed from the site and premises is left neat and clean.

The agency will have to abide by the CPWD safety code rules introduce by the Govt. of India.

The contractor shall give or provide all necessary supervision during the execution of the work. The contractor or his authorized representative is to be constantly on the work and shall give his whole time for the supervision of the same. Such authorized representative shall receive direction and instruction from the engineer on behalf of the contractor. Site meeting will be called at regular interval and the contractor or his authorized representative will be required to be present in such meetings to discuss progress of the work and other matters including any deviation from drawing or specification.

The contractors should provide required numbers of photographs and CD at different stage of work execution as per direction of Engineer – in – charge by own expenses.

23. INSTRUCTION TO THE AGENCY:

23.1 Testing Of Samples - Necessary pre-inspection of the materials will be made by the civil engineer in order to ascertain the quality & their conformity with the standards laid down in the tender schedule. The materials used for construction should be as per BIS as applicable. In case Engineer-In- Charge doubts the quality, the Contractor has to arrange to send the sample to a reputed laboratory for testing and submit the test report to Engineer-In-Charge. The charges incurred for testing has to be borne by the contractor and also should replace defective materials which have failed the test at Contractor cost.

23.2 Recovery on a/c of Issue of Material by OMDC - For any materials supplied and services rendered by the company, which are not expressly specified to be provided free of cost under the terms of contract, full cost of the same (including tax) plus 17.5% of the cost as charges towards storage, supervision, transport etc., will be realized from the contractor's bill.

23.3 Material, Workmanship & Trade - The contractor shall supply all construction materials, equipments fitting and fixtures for construction and completion of the project in all respects. The materials and workmanship shall be of the respective kinds described in contract an in accordance with engineers instructions and shall be subjected from time to time to such tests as the engineer may directed at the place of manufacture or on the site. The contractor shall provide such assistance instruments, machines, labour as are normally required for examine, measuring and testing any work and the quality rate or quantity of any material used and shall supply samples of materials before incorporation the work for testing as may selected and required by the engineer. In case of testing of materials by OMDC, if does not satisfy the quality as per contract it is to be replaced with desired specification at the cost of the contractor.

23.4 Examination of Work - No work shall be covered up or put out of view without approval of the engineer and the contractor shall afford full opportunity for the engineer to examine and measure any work which is about to be covered up or put out of view an examine foundations before permanent work is place thereon.

23.5 Urgent Repairing Work - On account of any reason of accident or failure or other event occurring to in connection with the works or any other parts thereof either during the execution of the work or during the period of defect liability / guarantee / maintenance, any remedial or other work or repair shall in the opinion of the engineer be urgently necessary and the contractor is unable or unwilling to do such work or repair, then the company may carry out such work by its own or other work man and the cost thereof will be deducted from the bills/dues of the contractor.

23.6 Supplementary Items - The items of the work not covered in the specific schedule of items or B.O.Q will be considered as supplementary items. The rate of the supplementary items of work will be determined in order of precedence as given below:

- i. The rate will be derived wherever possible from the rate of allied items of work quoted by the contractors in the specific schedule of probable items of work plus the contractual percentage.
- ii. The rate will be derived wherever possible from the CPWD/PWD schedule of rate enforce in the state plus contractual percentage.
- iii. The rate of the items which cannot be derived by any of the above process shall be determined from the market rate of the materials and labour plus profit and overhead charge taken together shall constitute 10% on the cost of materials and labour.

23.7 Completion Certificate - The work shall be said to be completed on the basis of certification of the user department and subject to completion of all sort of laboratory tests if desired by the engineer in charge. Then on receiving a written undertaking from the contractor to finish any outstanding work during the period of maintenance/defect liability period, the concerned Civil Engineer shall issue a Certificate of Completion in respect of the work. The period of maintenance of the works shall commence from the date of such certificate.

24. OTHER CONDITIONS:

24.1 The bidder has also to submit the following documents in support of his credentials -

- I. 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.
- II. 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.
- III. Declaration to the effect that the bidder 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-II.
- IV. Document relating to Status of the bidder in form of the following –
 - Memorandum & Article of association in case of a Limited Company,
 - Registered Partnership Deed in case of partnership firm &
 - An affidavit in case of a Proprietorship firm.
- V. Copy of PAN card & Service Tax Registration Certificate.

24.2 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.

25.3 Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

22.4. Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

**Sd/-
Chairman, CSR**

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 CIN – L51430WB1918GOI0003026 Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091
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PART-I**TECHNO-COMMERCIAL BID : CHECK LIST**

Name of work: "Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist - Keonjhar, Odisha under CSR Scheme."

Ref: Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
Please tick (√) mark as applicable		Enclosed	Not Enclosed
3	Cost of Tender document for Rs. 525/-		
4	EMD of Rs. 10,000/-		
5	Documents in support of Experience.		
6	Documents in support of minimum Turnover of Rs. 2,10,000/- in any one year during last 3 years i.e. 2014-15, 2015-16, 2016-17 (B/sheet or P&L a/c or IT Return)		
6	Undertaking for non black listed/debarred by any PSU or OMDC		
7	Income Tax PAN Card.		
8	Sales Tax / TIN Registration Certificate / VAT Clearance Certificate / Service tax Registration certificate.		

CERTIFICATE TO BE GIVEN BY THE BIDDER :

I/we certify 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 company.

Further, 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. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

UNDERTAKING

To
The Business Head;
The Orissa Minerals Development Company Limited,
Thakurani, Barbil,
Keonjhar(Orissa)

Sub: "Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist -Keonjhar, Odisha under CSR Scheme."

Ref: Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions 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 deposited with the 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 Tenderer with Seal

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref. Bank Guarantee No.

Date:

To,

**The Business Head,
The Orissa Minerals Development Company Limited,
P.O.-Thakurani, Via- Barbil, Dist.-Keonjhar (Odisha),**

Dear Sirs,

In accordance with your invitation to tender under No. _____ M/s. _____ having its registered / Head Office at _____ (hereinafter called the tenderer) wish to participate in the said tender for _____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid up to _____ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank at _____ having our Head Office at _____ (local address) guarantee and undertake to pay immediately on demand by OMDC Ltd, the amount of _____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ whose behalf this guarantee is issued.

We, _____ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Birmitrapur /Rourkela/ Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this _____ 20 _____.

**WITNESS:
SIGNATURE:
OFFICIAL ADDRESS
DATE**

**SIGNATURE:
NAME:
DESIGNATION WITH BANK**

THE ORISSA MINERALS DEVELOPMENT CO. LTD. THAKURANI

PART- II

Price Bid

Bill of Quantity for “Execution of civil work for Construction of 08 nos. stand post with pipe line and 02 nos. overhead structures with PVC water storage tank at peripheral villages of OMDC Ltd., Barbil, Dist - Keonjhar, Odisha under CSR Scheme.”

Ref: Tender Notice No.: OMD/CIVIL/CSR/01/2017-18

Dated: 17/11/2017

Item No	Description of work	Unit	Total Qty	Rate/Unit	Amount
A	Water supply works at Kolha Roida and Kundru Pani villege of Bhuiyan Roida Gram Panchayat				
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means over areas including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed in all kinds of soil	Cum	22.70		
2	Supplying and filling in plinth with local sand under floors, including watering, ramming, consolidating and dressing complete	Cum	2.35		
3	Providing and laying plain cement concrete of 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size) in position excluding the cost of centering and shuttering - All work up to plinth level	Cum	2.93		
4	Providing and laying in position of 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level.	Cum	6.13		
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level/ above plinth level	Kg	577.64		
6	Centering and shuttering including strutting, propping etc. and removal of form for foundations, footings, bases of columns, etc. for mass concrete	Sqm	25.44		
7	Providing and fixing Polyethylene water storage tank (PVC) of ISI mark with cover and suitable locking arrangement of 5000 ltrs capacity each	No.	02		
8	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	Kg	3545.12		
9	Tie bolt 20 mm dia 225 mm length	Nos	48.00		
10	Painting two or more coats with synthetic enamel paint of approved brand and manufacture to give an even shade	Sqm	146.00		
11	Lettering the project details over sign board of size 1.5m x 1.0 m with black Japan paint of approved brand etc. complete	No.	2.00		
12	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.				
a	15 mm dia nominal bore	rmt	48.00		
b	25 mm dia nominal bore	rmt	24.00		

c	32 mm dia nominal bore	rmt	24.00		
d	50 mm dia nominal bore	rmt	24.00		
13	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge.				
a	15 mm nominal outer dia Pipes	rmt	96.00		
b	20 mm nominal outer dia Pipes	rmt	48.00		
14	Providing and fixing 50 mm nominal bore gun metal gate valve with C.I. wheel of approved quality (screwed end) :	No	4.00		
15	Providing and fixing 15 mm nominal bore brass bib cock of approved quality	No	4.00		
	Stand post				
16	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed in all kinds of soil	Cum	4.54		
17	Supplying and filling in plinth with local sand under floors, including watering, ramming, consolidating and dressing complete.	Cum	1.51		
18	Providing and laying plain cement concrete of 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size) in position excluding the cost of centering and shuttering - All work up to plinth level	Cum	4.32		
19	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	1.62		
20	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level in all shapes and sizes in cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	0.62		
21	Providing and laying plain cement concrete of 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) in position excluding the cost of centering and shuttering - All work up to plinth level :	Cum	0.72		
22	12 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand)	Sqm	50.56		
23	Neat cement punning	Sqm	50.56		
				Sub – Total (A)	
B.	Water supply works at village of Uliburu, Belkundi, Kara Khandra & Sant Bhahal				
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed in all kinds of soil	Cum	9.07		
2	Supplying and filling in plinth with local sand under floors, including watering, ramming, consolidating and dressing complete.	Cum	3.02		
3	Providing and laying plain cement concrete of 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size) in position excluding the cost of centering and shuttering - All work up to plinth level	Cum	8.64		
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	3.24		

5	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level in all shapes and sizes in cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	1.24		
6	Providing and laying plain cement concrete of 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) in position excluding the cost of centering and shuttering - All work up to plinth level :	Cum	1.44		
7	12 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand)	Sqm	101.12		
8	Neat cement punning	Sqm	101.12		
9	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.				
a	15 mm dia nominal bore	rmt	24.00		
b	20 mm dia nominal bore	rmt	48.00		
10	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge.				
a	15 mm nominal outer dia Pipes	rmt	144.00		
b	20 mm nominal outer dia Pipes	rmt	120.00		
c	25 mm nominal outer dia Pipes		48.00		
11	Providing and fixing 50 mm nominal bore gun metal gate valve with C.I. wheel of approved quality (screwed end) :	No	8.00		
12	Providing and fixing 15 mm nominal bore brass bib cock of approved quality	No	8.00		
				Sub – Total (B)	
				G. Total (A+B)	

Rupees.....

.....**only)**

N.B: 1. The bidders shall quote the price which should include Income Tax, works contract tax, and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act, works contract tax act, and or other Tax from the gross value of each bill.

2. The Service Tax will be paid extra to the agency as applicable.

3. In case of discrepancy in the rates quoted in words and figures, the rates in words will be considered for evaluation.

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

DRAWING

