

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275530, 275058, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

TENDER DOCUMENT FOR MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, & NALDA

Name & Address of the Bidder : _____

Money Receipt No.....

Dated/...../ 2017

Cost of Tender Paper: Rs. 1050 (Rupees One thousand fifty) only

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

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TENDER NOTICE

Tender Notice No.: OMD/Mines/Elect./16-17/01 Dated 06.02.2017

Sealed tenders in prescribed format are invited from the experienced agencies for maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/Mines/Elect./16-17/01, Dated 06.02.2017	MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, & NALDA	03.03.2017, at 3.30 PM

The Tender documents can be obtained from office of the MANAGER(F), I/C, **The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment Rs 1050/- (Rupees one thousand fifty only) in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website 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. 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/-

Business Head

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CHAPTER-I
NOTICE INVITING TENDER

TENDER NOTICE NO:OMD/Mines/Elect./16-17/01

DATE: 06.02.2017

Sealed Tenders in prescribed format are invited from the experienced agencies for maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda.

1. INFORMATION TO BIDDERS :

Interested bidders may obtain further information from the office of the Dy. Manager (Electrical) I/C,

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

MANAGER (FINANCE), I/C
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 10.02.2017, 9.30 AM to 02.03.2017, 5.00 PM 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.1050/- (INR one thousand fifty only)**.

c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. www.birdgroup.co.in. 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 23.02.2017 at 3.30PM in the office of the Dy. Manager (Electrical), I/C, 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 15 days before the opening of the bid.

4. SALIENT FEATURES OF THE BID :

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMD/Mines/Elect./16-17/01, DATE: 06.02.2017
2.	Name of the Work	MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, & NALDA.
3.	Cost of Bid Document	INR1050/- (Indian Rupees one thousand fifty only)
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR. 50,000 /- 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 are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Manager (Finance),I/C OMDC, Thakurani & from www.birdgroup.co.in , & CPP portals.

6	Place & Time Of Pre Bid Consultation.	23.02.2017 at 3.30 PM in the office of the Dy. Manager (Electrical), I/C, OMDC Ltd., OMDC Ltd., At/Po- Thakurani, Via-Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	From 10.02.2017 at 9.30 AM to 02.03.2017 at 5.00 PM
8	Date of Submission of Bid Documents	03.03.2017 at 3.30 PM
9	Date of Opening of Technical Bid	03.03.2017 at 4.00 PM
10	Date of Opening of Price Bid	Prior information shall be given through fax, phone, mail or postal correspondence.
11	Period of Contract	The period of work shall be for 2 (Two) years from date of issue of LOI/Agreement which may be extended for further period of 1(one) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC)
12	Validity Period of Bid	120 calendar days

Sd/-

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CHAPTER-II

1. SCOPE OF WORK:

DESCRIPTION OF JOB	SCOPE OF WORK
MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA & NALDA	The job involves daily maintenance of electrical & telephone lines in the office, colony area etc including power house maintenance work at Roida, Thakurani & Nalda.

2. CONTRACT PERIOD:

The period of work shall be for 2 (Two) years from date of issue of LOI/Agreement which may be extended for further period of 1(one) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC).

3. AREA / PLACE OF WORK:

The area / place of work of different Job as mentioned above shall at Thakurani, Roida Mines & colony area of OMDC. The area / place of work may be modified / changed at the sole discretion of OMDC.

4. PRE BID CONSULTATION:

The Tenderers are free to join Pre Bid consultation to be held on 23.02.2017 at 3.30P.M in the office of the Dy. Manager (Electrical), I/C,OMDC, 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. Amendment so made will be published in the company's website.

5. DATE OF COMMENCEMENT OF JOB:

The contractor shall commence the work immediately from the date of issue of work order.

6. PROPOSED HEADS OF WORKMEN TO BE ENGAGED IN DIFFERENT CATEGORIES:-

CATEGORY	Requirement per month	Annual Requirement
Un-skilled	210	2520
Skilled	210	2520

7. EARNEST MONEY DEPOSIT:

7.1 The Tenderer is required to deposit a lump sum amount of Rs. 50,000.00 as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered.

7.2 Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of The Orissa Mineral Development Company Ltd. Payable at Barbil or a Bank Guarantee for an equivalent amount of EMD from any Nationalized bank/ Scheduled Commercial Banks in the prescribed format (Format enclosed) favoring The Orissa Minerals Development Company Ltd.

7.3 In case of BG is given as EMD, it must be valid for a period of 7 months from the tender opening date i.e. 03.03.2017. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the Price Bid/ Finalisation of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies accepting the work order /Contract, their EMD shall be forfeited.

7.4 Tender without EMD shall be summarily rejected.

7.5 EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

8. SECURITY DEPOSIT (SD)

8.1 EMD of successful bidders will be converted into Security Deposit which shall be released after completion and successful execution of contract.

8.2 10% of running bill from every month shall be retained as security deposit which shall be released after completion and successful execution of contract.

9. 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:-

- I. The agency must be a valid electrical HT license holder issued by ELBO or any Govt. authority.
- II. Average Annual financial turnover during the last 03 years ending 31st March of the previous financial year, should be at least Rs. 15, 00,000.00. Copy of Balance Sheet & Profit Loss A/C or Income tax return to be submitted in support of the annual turnover **(Except as per clause VIII below)**
- III. Service Tax Regd. No. (Copy to be submitted)

- IV. PAN (copy to be submitted)
- V. 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
- VI. Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty thousand only) in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- VII. Experience of having successfully completed similar work during last seven years ending last day of the month and must produce documents in support of their credential in the form of certificate issued by the employer. Work order copy shall not be count as experience certificate. **(Except as per clause IX below)**
- VIII. **Startup MSMEs are exempted from Turnover Criteria**
- IX. **Startup MSMEs are exempted from Experience Criteria**
- X. Documents relating to Status of the tender in form of the following
 - Registered Partnership deed in case of a Partnership firm,
 - Memorandum of Association and Article of Association in case of a Limited company,
 - Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed

Note-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.

Note: Submission of any forged 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.

10. OTHER CONDITIONS:-

- i. Copy of the Income Tax PAN and copy of income tax return for any one of the last three years i.e. 2013-14, 14-15 and 15-16 signed by Chartered accountant is to be enclosed.
- ii. All the equipment(s) to be deployed by the bidder should have proper insurance coverage including third party liability throughout the contract period.
- iii. The Bidder before submission must sign each page of the tender schedule.

11. Price Bid:

The bidders are required to quote their rate both in figures & words per the “**Price Bid**” format enclosed in Annexure-II of the Tender Schedule. The quoted rate shall inclusive all prevailing taxes and duties. In case of change in the taxes by the Government during the contract period, the same shall be considered to be paid extra.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid.

Tenders containing overwriting, corrections without authentication with signature on the pages of “**Price Bid**” will be liable for rejection. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

In case the quoted rate is abnormally lower than the estimate, the company reserves the right to call justification from the L-1 bidder. Further the bidder may have to submit a performance guarantee in form of Bank Guarantee towards the differential amount.

12. EVALUATION OF THE BIDS:

- I. The bidders are advised to quote their composite rate in the format given in Part – III (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorized representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfilment of all other terms and conditions of the tender.
- II. L1 rate will be decided on the basis of lowest rate quoted.
- III. OMDC reserves the right to distribute the work among the agencies at L1 rate, in case of distributing the work L-1 may be given not less than 50% of the value of the work.
- IV. OMDC reserves the right to ask any participated bidder any shortfall/deficit document required during the process of tender evaluation without assigning any reason thereof.

13. AWARD OF WORK:-

OMDC reserves the Right not to award tender to L-1 and may cancel the whole tender Process without assign any reason or without any liability to any one, what so ever. In such eventuality Bidders will have no claim against the OMDC what so ever.

14. SUBMISSION OF BILL

The tenderer will submit duly certified bills in the office of Manager (Finance), I/C in triplicate after obtaining clearance from concerned engineer after to completion of job on monthly basis. The work done shall be verified and certified by HOD, Electrical and the same to be forwarded to Manager (F), I/C and Business Head for approval through Head of Personnel. 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 bills. 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.

15. SCHEDULE OF PAYMENT

Payment shall be made on the basis of engagement / supply of different categories of workmen in a particular month. The contractor shall raise the bill in triplicate, quoting work order no. date and submitted to the Head of concerned department under whose control the job is performed by the contractor, who shall forward the same to Head of Personnel department on monthly basis. The head of personnel shall forward the bill to finance department of OMDC for consideration of payment. The payment shall normally be made within 30 days from the date of submission of the bills.

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-

- (a) Cancellation of LOI/Work Order/Agreement in part or full.
- (b) Forfeiture of Earnest Money / Security Deposit / PBG wholly or partly without notice to the contractor.
- (c) Recovery of extra cost incurred by the company for getting the work done through other sources which may be without notice.
- (d) Blacklisting of the Contractor.
- (e) Recovery of Liquidity damages.
- (f) Recovery from any of the other present/future pending bills of the contractor.
- (g) In relation to non compliance of job as per the requirement indicated in Para-1 of scope of work given in chapter-II, the rate of penalty shall be as under:
 - i) The agency shall engage different categories of workmen for the jobs as depicted in **clause no.6** of chapter- II of the tender schedule. On failure of the contractor in engaging less than the required manpower / man days, the company reserves the right to deduct the amount towards less engagement of man power / man days for different categories on pro-rata basis from the bills of the Agency concerned.
 - ii) The total nos. of days to be engaged in job shall be average 30 days (to be treated as full days in a calendar month).
 - iii) Deduction of the amount from monthly contractor's bill towards less engagement of man power / man days in respect of different jobs shall be in following manner:

Total contractual value for a month

----- X **Total nos. of man days actually engaged.**
Total nos. of man days to be engaged / supplied in a month

17. The above deployment may be decreased or increased by the company as per requirement.

18. All Safety equipment for workmen & tools tackles for the above mentioned job shall be supplied by the agencies.

19. The detailed work to be carried out by the Agency shall be intimated by the Management from time to time.

Sd/-

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CHAPTER – III
GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Firm or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the 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 – II, 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:

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 The Orissa Mineral Development Company Ltd. Payable at 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 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.

The company shall not be liable for any delay in submission of the tender documents due to postal/Courier or any other 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 03.03.2017 and will be opened on the same day at 4.00 P.M. 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/e-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.

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.

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.

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.

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

03. 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.

04. VALIDITY:

The tender shall remain valid for a period of 120 days from the date of submission of the Tender.

05. TAXES AND DUTIES

The rate quoted/offered shall be inclusive of all taxes and duties. The tenderer shall clearly furnish the details of the taxes and duties with percentage presently payable in the price schedule.

06. AWARD OF CONTRACT

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

07. SIGNING OF AGREEMENT:

The successful bidder is expected to appear in the office of Business Head/Head of Personnel to sign the contract agreement within 10 days and start the work immediately 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.

08. TAX DEDUCTED AT SOURCE

Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and / or other Act from the gross value of each bill.

09. RISK & COST PURCHASE:

In the event of failure to fulfil 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.

10. Working time & engagement of workmen:

10.1 The Contractor / Agency shall ensure regular supply / engagement of different categories of workmen as per the instruction / advice of the Head of Electrical/Personnel department. The working time of different categories of work men for the job shall be in roster duty & 3 shift basis i.e. (i) A shift 6.00 am to 2.00 p.m (ii) B – Shift 2.00 p.m to 10.00 p.m (iii) C shift 10.00 p.m to 6.00 a.m. The agency shall ensure the engagement / supply of different categories of workmen as per the proposed requirement mentioned in clause no. 6 of chapter – II of the tender schedule and provide weekly-off as per the provision under law.

11. Deduction of terminal benefit:

Company will deduct @ 15% of the gross wage bill of each running bill of the contractor towards terminal benefit for payment of labour dues on account of Bonus, compensation, leave wages on termination etc. OMDC will have absolute authority to retain and adjust the same for above purpose.

12. ESCALATION:

For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen an amount as calculated below on monthly basis will be paid to the contractor or recover from him.

Escalation/De-escalation Amount= [Labour Rate Revised for respective category – Labour Rate as on base date for respective category] x Total no. man days x 1.35 (including fringe benefit) + the service tax.

13. 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 employers 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.

14. 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 bidder and OMDC and the such as acts of God, strikes, go-slow, Plant breakdown, Government elicits or ruling , war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the OMDC and the bidder 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. Bidder and OMDC 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.

15. DAMAGE TO OMDC PROPERTIES

The customer 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 customer 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 customer.

16. DEVIATION:-

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive and liable for rejection. Any incomplete tender or conditional tender received shall be liable for rejection.

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

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

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

19. ARBITRATION

19.1 For Customers other than PSU:-

In the event of any dispute or difference between the OMDC & the bidder, 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 seller, 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 bidder shall be relieved of its responsibility if the OMDC does not pay the amount due to bidder or does not fulfil 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.

Sd/-

BUSINESS HEAD

<p>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (A Govt. of India Enterprise) P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa) Telephone No. : 06767-275530, 275058, 276131 Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091</p>
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PART-I

TECHNO-COMMERCIAL BID

NIT NO: OMD/Mines/Elect./16-17/01,

DATE: 06.02.2017

Sub: Maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda..

SL No	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX number	
6	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 1050/-(Rupees one thousand fifty) in shape of DD in favour of "The Orissa Minerals Development Company Limited" payable at Barbil	
7	Whether the agency has enclosed EMD of Rs. 50,000.00-(in shape of crossed DD/PO/BC in favour of "The Orissa Minerals Development Company Limited" payable at Barbil. (In case of BG, Details of BG No. date, Validity, value, Bank name etc to be furnished)	
8	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited] The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	

9	Whether experience certificate is enclosed (Work order must be enclosed)	
10	Whether the bidder is an employee or any relative is working in OMDC. Please mention the name, designation & department of self or such relative.	
11	Whether the agency has submitted copy of PAN and copy of income tax return for the last three years i.e 2013-14, 14-15 and 15-16.	
12	Whether the agency has service tax registration Number. Copy to be enclosed	
13	Valid HT license	
14	Whether the agency has submitted documents regarding financial status of the firm like Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.	
15	Whether the Bidder has visited the site and got dully acquainted with the following: (i)Specified working area (ii)Extent of work to be done (iii)Labour related local conditions (iv) Other relevant local conditions	

SIGNATURE OF THE TENDERER WITH SEAL

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (A Govt. of India Enterprise) P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa) Telephone No. : 06767-275530, 275058, 276131 Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

PRICE BID.

NIT NO: OMD/Mines/Elect./16-17/01,

DATE: 06.02.2017

1. Name & address of the bidder :

2. Rate :

JOB NO.	DESCRIPTION OF JOB	TOTAL HEADS OF WORKMEN PER MONTH	Rate quoted per month (In Rs.)
1	MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI & ROIDA.	420 (Unskilled- 210 & Skilled-210)	
2	FRINGE BENEFITS (PF, BONUS, R.C, LEAVE WAGES, HOLIDAY WAGES) AS PER ACTS APPLICABLE.		
3	SERVICE CHARGE (To be calculated on Job No.1)		
	GRAND TOTAL		

(Rupees.....) only.

Note:

- i. The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value in the Price bid.
- ii. Service Tax will be paid extra as applicable.
- iii. In case there is any discrepancy between figure and word then the amount quoted in word will be considered for evaluation.

**Signature with seal
of the Tenderer**

UNDERTAKING

To
The Business head;
The Orissa Minerals Development Company Limited,
Thakurani,
Keonjhar (Odisha)

Ref: NIT NO: OMD/Mines/Elect./16-17/01,

DATE: 06.02.2017

**Sub: Maintenance of electrical power house & telephone exchange at Thakurani,
Roida, & Nalda.**

Dear Sir,

In response to the tender invited by you, I/We have examined the Special conditions, 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 all 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.

I/we also undertake that I/We will sign the Integrity Pact.

Yours faithfully,

**Signature of the
Tenderer with Seal**

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid.