

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275530, 275218, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

TENDER DOCUMENT

FOR

“General Maintenance Work at OMDC Mines, Barbil.”

Name & Address of the Bidder : _____

Money Receipt No.....

Dated/...../ 2017

Cost of Tender Paper: Rs.1,180/- (Rupees One Thousand one hundred eighty only)

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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TENDER NOTICE

Tender Notice No.: OMD/Pers/02 /2017-18

Dated : 01/11/ 2017

Sealed tenders in prescribed format are invited in two parts i.e Technical Bid & Price Bid from the experienced agencies for “General Maintenance Work at OMDC Mines, Barbil.”

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
No. OMD/Pers/02/ 2017-18 Dated : 01/11/ 2017	General Maintenance Work at OMDC Mines, Barbil. No. of workmen required – 105 EMD – Rs.3,66,000/- Contract Period – 1 year	15 /11/2017 3:00 P.M.

The Tender documents can be obtained from office of the **Manager (Finance), The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment Rs.1,050/- (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, NIC & 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/-
Business Head**

CHAPTER-I

NOTICE INVITING TENDER

Tender Notice No.: OMD/Pers/02 /2017-18

Dated : 01/11/ 2017

Sealed tenders in prescribed format in two parts i.e Technical & price bid are invited from the experienced agencies for 'General Maintenance Work at OMDC Mines, Barbil.'

1. INFORMATION TO BIDDERS :

Interested bidders may obtain further information from the office of the -

Dy. Manager (P&W)

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 the interested agency(s) from -

O/o The Manager (Finance),

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 10:00 Hrs (IST) to 15:00 Hrs (IST) during 01/11/2017 to 15/11/2017 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.1,050/- (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 & NIC & 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) and NIC & CPP Portal, he/she shall submit the fee towards cost of the Bidding Documents as mentioned above, along with its Bid (Part-I), as per details given in Bidding Documents. For the 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 10/11/2017 at 11:00 Hrs (IST) in the office of the Dy. Manager (Pers.), 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 10 days before the opening of the bid.

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

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMD/Pers/02/2017-18 Dated : 01/11/ 2017
2.	Name of the Work	'General Maintenance Work at OMDC Mines, Barbil.'
3.	Cost of Bid Document	Rs.1,050/- (Rupees one thousand fifty only)
4.	Earnest Money Deposit	Rs.3,66,000/- (Rupees Three lac sixty six 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 are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Manager (Finance), OMDC, Thakurani & from www.birdgroup.co.in , NIC & CPP portals.
6	Place & Time Of Pre Bid Consultation.	10/11/2017 at 11:00 A.M. in the office of the Dy. Manager (Pers.), I/c, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist-Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	From 01/11/2017 to 15/11/2017 at 3:00 P.M.
8	Date of Submission of Bid Documents	Up to 15/11/2017, Time: 3.00 pm
9	Date of Opening of Technical Bid	On 15/11/2017, Time: 3.30 pm
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation
11	Period of Contract	1 (one) year. (May be extended for another one year at the discretion of OMDC)
12	Validity Period of Bid	180 (One hundred eighty) calendar days

**Sd/
BUSINESS HEAD**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091**CHAPTER-II****Tender Notice No.: OMD/Pers/02 /2017-18****Dated : 01/11/ 2017****1. SCOPE OF WORK :**

1.1 General Maintenance Work at OMDC Mines, Barbil shall include the following jobs as detailed below –

NAME OF JOB	DESCRIPTION OF JOB
i) Maintenance of Pipe Line, Pump House & Filter Bed at Thakurani & Roida. Workmen to be engaged - 10 Skilled - 04 Semi-skilled - 03 Un-skilled - <u>03</u> Total 10	Maintenance of Pipe line, Pump house and Filter Bed including laying of pipes, cutting, bending, digging trenches, cleaning and replacing of damaged Pipes. Ensuring timely distribution of water to different areas at Thakurani & Roida throughout 24 hours a day is necessary. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like pipes, joints, sanitary items, alum, bleaching powder, etc. will be made available at the work site by OMDC.
ii) Guarding of railway line fittings like CST sleepers, dognails, nuts & bolts & overhead electrical copper conductors over a length of 6 kms. From TK to Nalda and normal maintenance of TK-1 & TK-2 railway sidings. Workmen to be engaged - 14 Skilled - 02 Semi-skilled - <u>12</u> Total 14	Guarding of railway line fittings like CST sleepers, dognails, nuts & bolts & overhead electrical copper conductors over a length of 6 kms. From TK to Nalda and normal maintenance of TK-1 & TK-2 railway sidings like cleaning of tracks, spreading of ballast in the tracks, changing of sleepers, rails, etc on daily basis and in case of any derailment or otherwise. Assisting the railway staff, adjustment of loaded rake at Barajamda Siding, daily supervision & inspection, etc. as & when required for both the sidings. All other works incidental to track maintenance of both the sidings to ensure proper rail movement. The contractor shall have to use his own tools, tackles, implements, etc. for carrying out the said work. Necessary materials like rails, sleepers, ballasts, etc. will be made available at the work site by OMDC.
iii) Camp Maintenance at Thakurani. Workmen to be engaged - 12 Un-skilled - 12	Sweeping, cleaning and maintenance of Roads, Canteen, Temples, etc. of the colony area at Thakurani. All these places have to be covered daily. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.
iv) Camp Maintenance at Roida	Sweeping, cleaning and maintenance of Roads, Canteen, Temples, etc. of the colony area at Roida. All these places have to be covered daily.

<p>Workmen to be engaged - 12 Un-skilled - 12</p>	<p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.</p>
<p>v) Up-keeping & sanitation of colony & office at Thakurani.</p> <p>Workmen to be engaged - 10 Skilled - 01 Un-skilled - <u>09</u> Total 10</p>	<p>Up-keeping & sanitation of residential quarters at Thakurani new colony, office premises, central hospital along with cleaning of toilets, drains, removal garbage & waste. All these places have to be covered daily.</p> <p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.</p>
<p>vi) Gardening & Afforestation at Thakurani & Roida.</p> <p>Workmen to be engaged - 20 Skilled - 01 Un-skilled - <u>19</u> Total 20</p>	<p>Maintenance of gardens, watering and trimming of plants at Director's Bungalow, General Office, Work shop, Officers' colony/ bungalow/ residence and Temples at Thakurani & Roida. All these places have to be covered daily. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like seeds, saplings, manure, cutting scissors, pipes and other gardening materials, etc. will be made available at the work site by OMDC.</p>
<p>vii) Lease boundary jobs at 6 mining lease areas.</p> <p>Workmen to be engaged - 25 Skilled - 04 Semi-skilled - 01 Un-skilled - <u>20</u> Total 25</p>	<p>Pillar posting at the boundary lines, cleaning of boundary line, marking of broken area, toe of waste dumps, & repairing of roads, afforestation in the non forest & forest areas of mines, etc. at all the 6 mining leases at Thakurani & Roida on daily basis.</p> <p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials required for the job will be made available at the work site by OMDC.</p>
<p>viii) Housekeeping work at Bhubaneswar Transit House</p> <p>Workmen to be engaged – 02 Semi-skilled – <u>02</u> Total 02</p>	<p>Housekeeping at Bhubaneswar Transit House.</p>

The above manpower requirements are indicative which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made as per contract award rate of different categories of workers.

The required number of workmen to be engaged will approximately be 105 (one hundred five).

N.B. Avg. number of days for engagement of workmen in a month shall be **26 (Twenty Six)** days.

- 1.2 The agency shall arrange for necessary Insurance against probable loss of company property when the agency workmen are on duty.
- 1.3 The detailed work to be carried out by the Agency's workmen shall be intimated by the Management from time to time.

- 1.4 The Agency should ensure that the workmen working under him do not divulge any secret of the Company or indulge in any activity which is prejudicial in the interest of OMDC. They shall not become members of any recognised/ un-recognised Unions/Political Parties, etc. and not take part in any activities like strikes, etc.

2. TECHNICAL SPECIFICATION :

Not applicable.

3. AREA OF OPERATION:

At different workplaces of Thakurani, Roida & Belkundi-Bagiaburu Mines of OMDC. The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the Tender document. The OMDC will provide the concerned official for showing the location of workplace.

4. CONTRACT PERIOD :

The contract shall be for a period of **1 (one) year** w.e.f. 13.11.2017 preferably, OR from the date of issuance of LOI/ Work Order/ Agreement. However, OMDC reserves the right to curtail the contract suitably on its discretion. The contract may also be extended for another period of 1 (one) year subject to satisfactory performance of the agency and discretion of OMDC management.

5. DATE OF COMMENCEMENT OF JOB :

13th November'2017 or from the date of issuance of the LOI/ Work Order/ Agreement.

6. EARNEST MONEY DEPOSIT :

- 6.1 The bidder is required to deposit an amount of **Rs.3,66,000/-** (Rupees Three lakh sixty six thousand) as Earnest Money Deposit (EMD) in any of the forms mentioned here below.
- 6.2 Pay Order, Demand Drafts drawn in favour of 'The O.M.D.C. Limited', 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 bidder, 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 pro-forma for the BG is attached at Annexure-III. The BG shall be valid up to 7 months from the date of the opening of the Part-I i.e. Technical bid.
- 6.3 (i) The Earnest Money will be refunded to the unsuccessful Bidders within one month after opening of the Price bid / Finalisation of the tender, whichever is later. (ii) The Earnest Money deposited by the successful Bidder will be converted to Security Deposit. (iii) EMD of the successful bidder shall be forfeited if the successful bidder does not enter into the Agreement and/ or commence the work. Otherwise, such EMD of successful bidder will be refunded after 30 days of satisfactory completion of the contract.
- 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); 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" 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) :

Recovery of Security deposit @ 8% of the value of the work done shall be made by OMDC on the Gross value of the monthly bill of the successful bidder.

The security deposit shall be refunded to the agency within 30 days from the date of completion/termination of contract on production of certificate from the Concerned Executive and Head of Personnel Department that the agency has satisfactorily performed his obligation, whatsoever under this contract.

8. ELIGIBILITY CRITERIA:

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences in support of the followings along with the Techno-commercial Bid i.e Part-I:-

- I. "Experience" at least 1 (one) year experience in successful completion of at least 1 (one) contract for manpower supplying involving engagement of 75 or more workmen. The above works during last 3 (three) years i.e. prior to date floating of tender. This has to be evidenced by an experience certificate along with relevant work order copies.

Experience in the name of partners of the firm or that of the Director of the Company will also be considered as experience of the firm/company participating in the tender.
- II. Average Annual turnover/ income during the preceding 3 (three) years i.e. 2013-14, 2014-15 & 2015-16 should be at least **Rs.1,00,00,000/-**. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Return to be submitted in support of the turnover.
- III. Proof of payment made to OMDC towards Cost of Tender Document of **Rs.1,050/-** including GST.
- IV. Earnest Money Deposit (EMD) of **Rs.3,66,000/-** (Rupees Three lac sixty six thousand only) in shape of Demand Draft/Pay order/Bankers Cheque/Bank Guarantee drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- V. Copy of Valid PF Registration Certificate.
- VI. Copy of Valid Labour License.
- VII. 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.
- VIII. Copy of PAN card
- IX. Copy of GST.
- X. Start-up MSMEs are exempted from Turnover criteria
- XI. Start-up MSMEs are exempted from experience criteria

- XII. Undertaking in the Bidder's letter head to the effect that - (a) The agency has not been blacklisted / debarred by any PSU or OMDC at any point of time & (b) There is no pending criminal case/ conviction of any matter against the agency or any of its Director/Partner/Proprietor in any court of law.
- XIII. Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure-II, attached herewith.

Note:- (i)

1. If any bidder is having a Partner/Director who had been a Partner/Director in a person/firm/company/society; whose contract was earlier terminated or cancelled by OMDC on account of unsatisfactory performance / breach of contract, such bidder shall not be eligible to participate in the Tender.
2. Any person/firm/company/society etc., who was awarded such contract in past for the work of General Maintenance as mentioned in this Tender Notice, and was terminated on account of unsatisfactory performance or breach of contract; is debarred from participating in this Tender. Any Tender for such agency is liable for rejection.

Note:- (ii)

1. 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.
2. All documents along with the tender shall be self-attested by the authorised signatory of the bidder with official seal.

9. EVALUATION OF THE BIDS:

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 through Letter/Fax/Telephone.

The bidders are advised to quote the Rates per head, Monthly rates for each category of the workmen separately in given "**Price Bid**" format as provided in Annexure-IV of this Tender Document. These rates shall include the Minimum Wage rate as notified by Central Govt. from time to time, Provident Fund, Bonus, Leave Wages, Holiday Wages, Retrenchment Compensation, Bidders' Service Charge/ Margin and Service Tax.

Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified (document submitted as per clause eligibility criteria) will only be opened afterwards in presence of their authorized representatives on a suitable date and time; which will be intimated to the technically eligible bidders in due course. The bidder who will quote the lowest grand total value in the price bid will be awarded the job subject to the fulfillment of all other terms and conditions of the tender.

OMDC reserve the right to ask for any clarification/shortfall document from any bidder during Techno-commercial evaluation to access their Techno-commercial eligibility for the job.

Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will be liable for rejection. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee. However, the decision of Business Head, OMDC shall be binding on both parties in this regard. 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.

The bidder may visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost if any due to such site condition and other factors. Employers are not liable for any damages/loss whatsoever if conditions differ during the operation of contract and for which no complain shall be entertained.

By submitting the Tender for the work the bidder will be deemed to have satisfied himself that the rate quoted by him in the Tender adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaints in this regard after submission of offers shall not be entertained.

The impact of Fringe Benefits to be borne by contractor as applicable and payable by the contractor to his workmen may be considered by the Tenderers while submitting their offers. The applicable fringe benefits as per statue depending upon the number of working days a worker has works in a calendar year are as below: -

a) P.F.	13.16% of applicable rate or minimum wages in all cases.
b) Leave wages	4.81%
c) Retrenchment	4.81%
d) Holiday wages	3.20%
e) Bonus	8.33%

10. 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 Bidder 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 among more than one successful bidder/bidders.

11. WARRANTY :

Not Applicable.

12. SUBMISSION OF BILLS:

The successful bidder/ agency will submit duly certified monthly bills in the office of Dy. Manager (Pers.), I/c in triplicate towards the engagement of man-days of workmen, after obtaining clearance/certification from the concerned officer In-charge. The work done as per contract shall be verified and certified by Officer In-charge deputed by OMDC. The bill has to be accompanied with work order/agreement number, PF deduction statement of current month, PF deposit challan of previous month, attendance sheet with particulars of wages. These are to be duly certified by the Head of Personnel deptt. Business Head shall approve the bill and send to Finance deptt. for consideration of payment. Deductions as per terms of work order or statutory requirements shall be made.

13. PAYMENT TERMS:

- 13.1 Payment will be made through RTGS/NEFT on the basis of the rates quoted as per Price Bid. The agency will have to submit the details of Bank A/c No., Branch, IFSC code, etc. for receiving the payment through RTGS/NEFT.

Payment shall be released by Finance deptt. as per payment schedule i.e. within 30 days of submission of bills, subject to necessary certification and approval of the monthly 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.

The agency must submit the following documents for release of payment –

- i) Wage-sheet & Muster sheet.
- ii) Copy of PF challans
- iii) Copy of PF returns
- iv) Statement showing details of wages paid to the deployed persons.

The agency shall ensure that the payment of wages to the persons so deployed by it is made by 7th of the succeeding month in presence of Company officials.

Note-1 : Submission of P.F. deduction statement, deposit challan, attendance & payment sheet is a must for release of monthly bill payment.

Note-2 : Apart from deduction towards Security Deposit @ 8% and recovery of 12% amount towards Terminal Benefits like Bonus, Retrenchment Compensation, Leave wages, etc., which are payable by the contractor to his workers; will also be deducted from the monthly bills of the contractor in order to meet the statutory obligation as and when fallen due.

This withheld amount of Terminal Benefit and security deposit will be released on the written request of the contractor based upon a separate claim as and when fallen due subject to made-up final payment to their engaged workmen as per Act/Rule..

- 13.2 The Company will normally settle the bills of the successful bidder within thirty days of the receipt of the bills in Finance Department, after due verification and certification by the Officer-in-charge and the Head of the Personnel department. Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The successful bidder shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. The successful bidder must submit documentary evidence towards payment of Wages /PF statement/PF deposit challan of the previous month along with current month bill for release of payment. The payment to the Workmen shall however be made by the successful bidder by the seventh day of the month without waiting for the receipt of payment of wage bill from OMDC.
- 13.3 The successful (L1) bidder will be required to make payment of wages etc. to the workmen through bank. The successful (L1) bidder shall submit bank statements in support to such payment immediately on remittance of the funds. In case of any cash payment of wages, the same has to be made in the presence of an authorised representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the successful (L1) bidder which shall be compulsorily maintained and produced by the successful (L1) bidder for inspection at any time by the OMDC officials or their authorised representative. In this connection, the agency shall contact our officer concerned for compilation of all the records/registers in this regard. Proof of submission of PF contribution by the Contractor with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the close of the relevant wages period. The PF statement for each financial year should be submitted by the successful bidder. It is important to note that the payment of wages should be made to the

personnel deployed by the successful bidder within the seventh day of the month, succeeding the month for which the wages are payable, without waiting for the receipt of payment of the wage bill from OMDC.

14. SCHEDULE OF PAYMENT:

Within 30 days from the date of submission of bill.

15. TAX DEDUCTED AT SOURCES:

Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

16. PENALTY:

In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement or the work is found unsatisfactory during the tenure of contract, 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) However, in case of less engagement of person, the penalty amount of **Rs.450/- for Un-skilled, Rs.537/- for Semi-skilled and Rs.623/- for Skilled** will be imposed for absence of per person per day deducted from bills.

17. LIQUIDATED DAMAGE CLAUSE:

In case of the failure to make payment to the workmen within 15 days of completion of the wage period, liquidated damage @0.5% of monthly contract value per each day of delay shall be imposed; subject to a maximum imposition of 10% of the monthly contract value. Repetition of such default shall lead to termination of the contract including forfeiture of security deposit.

18. DEFECT LIABILITY PERIOD:

Not Applicable.

**Sd/-
BUSINESS HEAD**

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 Minerals 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, Education Cess, Value Added Tax, Entry Tax and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.
- l) **EMD :** EMD means Earnest Money Deposit.
- m) **S.D. :** S.D. means Security Deposit.

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.

The instruments of Earnest Money Deposit & Cost of Tender document are 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 the office of the Manager (Finance), OMDC, Thakurani, Barbil. However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format 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 3.00 P.M. on 15/11/2017 and will be opened on the same day at 3.30 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.

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.

- 2.2 Full information shall also be given by the Bidder/ 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) 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/ 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 and 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.

6) Phone/ 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 through Letter/Fax/Telephone.

OMDC also reserves the right to cancel/postpone the date of receipt and opening of the Tender without bearing any liability whatsoever, consequent upon such decision.

4. VALIDITY :

The Tender and the prices quoted shall be deemed to remain valid for a period of 180 days from the date of opening of Part-I i.e. Technical Bid. In case of Tenderer revoking or withdrawing/ cancelling his Tender or 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 Mines will be as per the notifications/ instructions issued by Business Head/ Company from time to time.

6. SIGNING OF AGREEMENT:

- 6.1 The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 3 days and start the work within 7 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.

- 6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately after the Letter of Acceptance (LOA) is issued:
- A. Copy of detailed LOA duly signed on all pages as a token of acknowledgement of receipt.
 - B. Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
 - C. Self-attested Photostat copy of Labour License from the Dy. Commissioner of Labour, Govt. of Odisha, India for carrying out civil & structural work, erection work as well as all other Site works.
 - D. Permanent Account Number allotted by Income Tax Department.
 - E. Self-attested Photostat copy of Notarised Power of Attorney by the Competent Authority or Board of Director's resolution authorising the individual(s), to sign the contract.
 - F. Self-attested Photostat copy of the Registration under VAT, Service Tax, PF Regn. Certificate, etc. as applicable.

7. INTEGRITY PACT:

The successful bidder has to sign and submit the 'Integrity Pact' as provided in Annexure-V herewith along with the Techno-commercial bid. Non-signing of the integrity pact will lead to the cancellation of the contract at the cost of the contractor and the Company will forfeit the EMD.

Bidders are required to fill the Integrity Pact format and submit along with the bid documents.

8. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities/ reasons noticed during the tenure of contract. OMDC shall in such event, give 30 (thirty) days notice in writing to the agency.

9. 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 to recover from the contractor any additional cost involved therein.

10. PRICE ESCALATION/ DE-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 recovered from him -

Escalation/De-escalation Amount = [Labour Rate Revised for respective category - Labour Rate as on base date for respective category] x Total no. of workmen x 1.3476 (including fringe benefit) + the GST.

For the increased amount, the base date will be the date of issuance of work order. However, in case any decrease in applicable rate of minimum wage takes place; the benefit shall have to be passed onto OMDC.

11. 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 agency has to obtain his own PF code and shall be fully responsible to comply with all statutory obligations as employer for deduction and deposit of all contributions under E.P.F. and Pension Scheme (FPF) etc under the employees Provident Fund and Misc. Provision Act, 1952 and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under contract as per applicable statutory provisions / law and Government Notifications and will take full liabilities on the account. OMDC will not take any liabilities on this account. In the event of failure of the agency 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 or a debt payable by the contractor.

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.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any

demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

12. 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 the Contract/ Agreement or delays the performance under the Contract/ Agreement owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, plant breakdown, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes; OMDC and/or the Contractor shall be relieved of the responsibility for performance of the Contract/ 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 *para* (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 the Contract/ Agreement.
- (c) Either party shall be relieved of the responsibility of performance of the 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 the Contract/ Agreement mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

13. 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 carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

14. ILLEGAL GRATIFICATION:

Not Applicable.

15. DEVIATION:

Not Applicable.

16. 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.

17. ASSIGNMENT:

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

18. LAWS GOVERNING THE AGREEMENT:

- 18.1 The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc., issued by the Govt. from time to time.
- 18.2 Chapter-I, Chapter-II and Chapter-III of this Tender Document shall be the integral part of the Contract/ Agreement.

19. LEGAL CAPACITY OF THE TENDERER:

- 19.1 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.
- 19.2 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.
- 19.3 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 Contract 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.

20. ARBITRATION:

20.1 For Agencies other than PSU:-

In the event of any dispute or difference between the Company and Successful 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 OMDC, the Company, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Cuttack 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 Company shall be relieved of its responsibility if the Contractor does not pay the amount due to Company i.e. OMDC 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 Cuttack only will have jurisdiction.

20.2 For PSU Agencies:-

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.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996 and PMA Guidelines of DPE vide O.M. No. 4(1)/2011/DPE(PMA)-GL dated 12/06/2013 & dated 24/03/2014.

21. 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.

22. OTHER CONDITIONS:

- 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 document 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.
- The contractor shall at his own cost providing housing accommodation to his employees. If any land is made available on rental basis by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have to right whatsoever on the land on which such huts are / have been constructed and the contractor shall not be entitled to transfer such huts or houses to any person. He shall not make any additions or alternations to any existing building without prior permission of the company or any representative duly authorised 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.
- OMDC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.
- Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.
- The successful (L1) bidder shall keep proper record of all the documents regarding character antecedents etc. of the workmen engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing workmen, the successful bidder (L1) shall take adequate care that no such person having criminal background/records is employed as workmen. In case any adverse report is found against any workmen deployed by the successful (L1) bidder, such personnel would immediately be removed.
- The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty.

The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect.

In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.

- The successful bidder shall issue Identity Cards duly countersigned by the Officer-In-Charge of the contract to the Workmen, who shall carry the same while on duty. In case, any workman is found without proper Identity Card while on duty, his above act shall be

viewed as an act of indiscipline. The successful bidder shall strictly abide by the Rules and Regulations enforced by the Company from time to time.

- **The successful (L1) bidder shall provide and bear all the expenses incurred on the following:-**

- a) Tools, tackles and implements for carrying out the above general maintenance and up-keeping jobs.
- b) Stationery for writing duty charts etc.

Not providing the above will amount to not meeting the contractual obligations and therefore the management will be at liberty to take suitable action at the cost of the successful bidder.

- Medical treatment to the extent available at the Company hospital will be extended to the workmen engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.

23. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:

- The agency/ contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Workmen's Compensation Act'1923 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 Head of Personnel who will send necessary notice to the concerned authorities, It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. 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 the behalf.
- The agency/ contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and 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 successful bidder shall keep all workmen engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all workmen engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.
- In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor's bills and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.
- The agency/ contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.

- With regard to execution of this work, the agency/ contractor shall abide by the direction of Head of Personnel.
- The agency/ contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfillment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.
- In the event of agency/ contractor's failure to fulfill the contract terms for execution of work therein, OMDC reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.
- In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor shall give at least 90 days notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.
- It is responsibility of the successful bidder to be engage the required category of workmen i.e. Skill & Semi-skilled as per Labour Act and Rule specified the qualification and experience for the job
- The workmen engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and **no employer-employee relationship shall exist** between the workmen engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/re-employment of such workmen.

**Sd/-
BUSINESS HEAD**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**(A Govt. of India Enterprise)****P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)****Telephone No. : 06767-275530, 275218, 276131****Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091****PART-I****TECHNO-COMMERCIAL BID : CHECK LIST****Ref. : Tender Notice No.: OMD/Pers/02 /2017-18****Dated : 01/11/ 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.1,050/-		
4	EMD of Rs.3,66,000/-		
5	Experience Certificate, Work order copy for providing at least 100 workmen in a single contract during last 3 years.		
6	Documents in support of Avg. Annual Turnover of Rs. 1,00,00,000/- (Rupees One Crore only) in the preceding 3 years. (B/sheet, P&L a/c, IT Return may be attached)		
7	Copy of Labour License.		
8	Copy of PF Registration Certificate		
9	Document as per clause no.7 of chapter-II		
10	Copy of PAN Card		
11	Copy of GST		
12	Undertaking as per Clause-8 (vii) of Chapter-II		
13	Declaration as per Clause-8 (viii) of Chapter-II		
14	Startup MSMEs are exempted from Turnover criteria		
15	Startup MSMEs are exempted from experience criteria.		

CERTIFICATE TO BE GIVEN BY THE BIDDER :

Tender Document (OMDC)

Seal and Signature of the Tenderer 25

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**

DECLARATION BY THE BIDDER

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

Sub: **General Maintenance Work at OMDC Mines, Barbil.**

Ref. : **Tender Notice No.: OMD/Pers/02 /2017-18**

Dated : 01/11/ 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 BIDDER
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.
- iv) EMD & Cost of Tender

Annexure-III

PRO-FORMA 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 Notice 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 Barbil/ 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 _____ 2014.

WITNESS:
SIGNATURE:
OFFICIAL ADDRESS:
DATE:

SIGNATURE:
NAME:
DESIGNATION WITH BANK

Annexure-IV

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091**PART- II****PRICE BID**Sub: **General Maintenance Work at OMDC Mines, Barbil.**Ref. : **Tender Notice No.: OMD/Pers/02 /2017-18****Dated : 01/11/ 2017**

Sl.	Category	Heads	Rate/ Head For 26 days (In Rs.)	Total Amount For 26 days (Rs.)
		(a)	(b)	(c=a x b)
1	Skilled	12		
2	Semi-Skilled	18		
3	Un-Skilled	75		
	Sub-Total	105	(A)	
4	Fringe Benefits (PF, Bonus, R.C. Leave wages, Holiday wages) as per Acts & Others, if any		(B)	
5	Contractor's Service Charge/ Margin (To be calculated on 'A')		(C)	
			Grand Total (A+B+C)	
(Rupees) only				

N.B :

- 1) The L-1 offer will be evaluated on the basis of the above quoted Grand Total Value.
- 2) The Bidder shall quote his price which should include all Taxes, Duties and all other levies applicable excluding GST.
- 3) Applicable GST will be paid to the successful bidder along with the Bill.

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE****Annexure-V**

INTEGRITY PACT

THIS AGREEMENT is entered into between the following Parties:

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

AND

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

PREAMBLE

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

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

IT IS AGREED AS FOLLOWS:

1. Definitions:

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

2. Commitments of the Parties:

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

1. No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.
3. The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
4. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.
5. If the Principal obtains information of conduct of a bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

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

6. The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.
7. The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.
8. The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

9. The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
10. The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
11. The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. Obligation to Ensure Compliance:

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

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

- a) The bidder/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.
- b) The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

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

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

6. Compensation for Damages:

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

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

7. Previous Transgression:

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

8. Independent External Monitor (IEM)

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:
 - a. allow the IEM unrestricted access to all books, records and staff relevant to such tender;
 - b. ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.
 - a. allow the IEM unrestricted access to all books, records and staff relevant to the contract;
 - b. ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.
- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:
 - a. He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of:
 - i. all suspected or actual breaches of the provisions of this Agreement
 - ii. actions taken by the IEM and the parties in relation to such breaches

- iii. any reports made by the IEM to criminal authorities, professional associations or other bodies.
- b. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.
- c. If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.
- f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-compliance.
- g) The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.
- h) Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.
- i) The IEM can only be removed from his appointment, if:
 - 1. all of the Parties agree in writing to remove him, or
 - 2. he resigns; or
 - 3. he is removed from his Office by order of a Court having appropriate jurisdiction.
- j) If the IEM is removed from his appointment, the Principal will appoint another IEM as per **Clause 8.a** above for the remaining duration of this agreement.

9. Breaches of this Agreement:

1. In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:
 - (a) It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.
 - (b) If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
 - (c) If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
2. In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against

the defaulting Party, and exercise any other rights they may have against the defaulting party.

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

10. Duration of Agreement:

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

11. Other provisions:

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

1. Principal Managing Director, THE ORISSA MINERALS DEVELOPMENT CO. LTD. AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata-700091(India).	Tel: (033) 4016-9201 Fax: (033) 4016-9204
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<p>2. <Details of Tenderer are to be filled in by Tenderer concerned ></p>	
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- f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.

- g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

(signature)

For the Principal

Place: _____

Date: _____

(signature)

For the Tenderer/ Contractor

Witness 1: _____

Witness 2: _____
