

**THE ORISSA MINERALS DEVELOPMENT CO.LTD.  
(A Government of India Enterprise)**

**TENDER DOCUMENT FOR CONDUCTING PERIODICAL MEDICAL  
EXAMINATION (PME) OF THE EMPLOYEES OF OMDC MINES,  
THAKURANI.**

**(Tender Notice No: OMD/08/16-17 Dated: 04/01/2017)**

**Name of the Agency : \_\_\_\_\_**

**Address of the Agency: \_\_\_\_\_**

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**Money Receipt No: \_\_\_\_\_**

**Dated: \_\_\_\_\_**

**Signature of the Issuing Officer**

Price of the Tender Document Rs.525.00 (Rupees Five hundred twenty five only)

**THE ORRISA MINERALS DEVELOPMENT CO. LTD.**  
**(A Government of India Enterprise)**  
**P.O. - THAKURANI, PIN-758035, DIST-KEONJHAR, ODISHA.**  
**REGD. OFFICE: AG-104, SAURAV ABASAN, SECTOR-II,**  
**SALT LAKE CITY, KOLKATA-700 091**

TENDER NOTICE NO: OMD/08/16-17      Dated: 04/01/2017

Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced agencies **for Conducting Periodical Medical Examination (PME) of the Employees of OMD Mines; THAKURANI** Non transferable tender documents can be obtained from the office of Manager (Finance) I/c, The O.M.D.Co.Ltd. Thakurani, Dist-Keonjhar, Odisha on payment of Rs.525/-[Rupees five hundred twenty five only] including VAT @ 5% only per unit in cash on any working day on or before 1.00 P.M dated 25/01/2017 during Office hours and can be also downloaded from the website [www.birdgroup.co.in](http://www.birdgroup.co.in) & CPP Portal. The downloaded Tender documents should be submitted along with a Demand Draft of Rs.525/-[Rupees five hundred twenty five only in favour of “The Orissa Minerals Development Co. Ltd.” payable at Barbil towards cost of the same. **In case of downloaded tender, the bidder has to submit an undertaking on his/ their letter head that no amendment has been made in the tender document downloaded from Company’s website,** at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

Tenders in the prescribed format complete in all respects accompanied with earnest money of Rs.11,000/-[Rupees eleven thousand only) in the form of Bank draft/Pay order drawn on any Nationalised Bank in favour of “The Orissa Minerals Development Co. Ltd.”, payable at Barbil should reach or dropped in the tender box of the office of the Business Head on or before the schedule date and time given at Chapter- I of Tender Notice. The EMD should be attached with techno commercial bid.

All other terms and conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

BUSINESS HEAD.

**CHAPTER-I**  
**TENDER NOTICE**

TENDER NOTICE NO: OMD/08/16-17      Dated: 04/01/2017

**NOTICE INVITING TENDER**

**TENDER SCHEDULE**

1. Sealed Tenders in prescribed form and in conformity with the tender documents are invited from experienced agencies for Conducting Periodical Medical Examination (PME) of the Employees of OMDC Mines, Thakurani
2. **General Description of Job:**  
Conducting Periodical Medical Examination (PME) of the Employees of OMDC Mines, Thakurani as per the Form 'O' of Mines Rule 29 (F) (1) & 29 (L)
3. **Tender Submission:** Non-transferable tender documents can be obtained from the office of the Manager (Finance) I/C, The O.M.D.Co.Ltd, Thakurani during office hours on any working day from 04/01/2017 to 25/01/2017 upto 01.00 PM on payment of Rs 525/- (Five hundred twenty five rupees) only per unit which is inclusive of VAT @ 5%.The tender document can also be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) & CPP Portal (<https://eprocure.gov.in/epublish/app>) and the cost of tender document shall be paid by demand draft of Rs.525/- drawn on any nationalised bank in favour of "The Orissa Minerals Development Co. Ltd" payable at Barbil along with the techno commercial bid. In case of downloaded tender, the bidder has to submit an undertaking on the Company's letterhead that no amendment have been made in the tender document downloaded from Company's website, at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.
- 3.1. Tenders in the prescribed format complete in all respects accompanied with earnest money deposit of **Rs.11,000/-**[Rupees eleven thousand Only] in the form of Bank draft/BG/Pay order drawn on any Nationalised Bank in favour of "The Orissa Minerals Development Co. Ltd." Payable at Barbil should reach or dropped in the tender box kept in the office of the Business Head.
- 3.2. The Tender document shall be submitted in two parts i.e Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope superscripting the Tender No. and date.

- 4. Techno-commercial bid:** The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their authorised representative at 3:30 P.M on 25/01/2017 in the Office of the Business Head, The Orissa Minerals Development Company Ltd. Thakurani, Keonjhar (Odisha)
- 5.Price bid:** Part-II i.e. Price Bid of the Agencies, whose Techno Commercial bid are found acceptable , shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalisation of technical bids. In this respect, the decision of the Company shall be final and binding on the Agencies.  
Note : - ( Bids received after due date and time will be not be accepted.)
- 6. Pre-bid consultation:**  
The Agencies are free to join pre bid consultation to be held on 16/01/2017 at 4.30 P.M in the office of the Business Head for clarifying doubt / 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 OMDC.
- 7.** The Company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.
- 8.** The Company reserves the right not to accept the lowest offer. The Company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the Company shall be entertained.
- 9.** The validity of the offer shall be for 120 days from the date of opening of the techno-commercial bid.
- 10.** Interested parties are advised to visit with Manager (Mines) and Dy. Manager (Pers.) office and familiarise themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.
- 11.** Bidders are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - I.
- 12.** The expected date of commencement of work will be within 10 days from the date of issue of L.O.I/Work order.

THE ORISSA MINERALS DEVELOPMENT CO.LTD.  
BUSINESS HEAD

## CHAPTER-II

### **1. SCOPE OF WORK:**

**A.** The agency has to conduct Periodical Medical Examination (PME) of **360 heads** departmental workers to comply the Mines Act 1952, Form 'O' under Mines Rule 1955 and recommendations of 7 to 11 conference on safety in mines at our Hospital/Mines site by its own mobile occupational health team as per the test/format given below:

#### **Medical Examination package which includes the following:**

i) Medical Examination by Occupational Health Physician including Neurological Test & other special tests in Form 'O' with Computerised Photographs (three copies)

i) Eye Test & Special Refraction Test for Drivers / HEMM operators

ii) Audiometry Test.

iii) Lung Function Test.

iv) Chest X-Ray, PA view in a 300 mA machine with ILO specified report.

v) Urine Test both Routine & Microscopic

vi) Cardio vascular assessment 12 leads electrocardiogram (ECG)

vii) Blood Test: a) complete lipid profile-Cholesterol, Triglyceride, HDL, LDL, VLDL

b) Diabetic Check up- FBS, PPBS

c) Kidney Function Test- Blood Urea, Serum Creatinine.

d) Haematological Test- DC, ESR, Hb%,

e) Total Count- TWBC, TRBC, Total Platelet Count

viii) Special Test (Food handlers deployed in Guest House, Crèche, Canteen etc.), Stool Test, Sputum for AFB

## FORM O

*See rules 29F (1), 29L*

*Report of medical examination under rule 29B*

(Issued in triplicate)\*\*

Certificate No.

Certified that Shri/Shrimati\* employed as .....in ..... mine, Form B No. has been examined for an initial/periodical\* medical examination. He/She\* appears to be ..... years of age. The findings of the examining authority are given in the attached sheet. It is considered that Shri/Shrimati\* .....

- .....
- (a) \* Is medically fit for any employment in mines.
  - (b) \* Is suffering from ..... and is medically unfit for
    - (i) Any employment in mine; or
    - (ii) Any employment below ground; or
    - (iii) Any employment or work.....
  - (c) \* Is suffering from....., should get this disability\* ..... cured/controlled and should be again examined within a period Of ..... months. \* and the opinion of ..... specialist from ..... He/She\* may be permitted to carry on his duties during this period.

**Space for affixing  
Passport size  
Photograph of the  
candidate.**

Signature of the examining authority

.....

Name and designation in block letters

Place :

Date :

*Report of the examining authority* (To be filled in for every medical examination whether initial or periodical or re-examination or after cure/control of disability)

Annexure to Certificate No. .... as a result of medical examination on ..... Identification Mark.....

Left thumb impression of the candidate.

1. General development. Good/Fair/Poor
  2. Height.....Cms.
  3. Weight.....Kg.
  4. Eyes:
    - (i) Visual acuity—distant vision (with or without glasses).  
Right eye.....Left eye.....
    - (ii) Any organic disease of eyes
    - \*(iii) Night blindness.
    - \*(iv) Colour blindness.
    - \*(v) Squint.
- (\* To be tested in special cases)

5. Ears:
  - (i) Hearing Right ear..... Left ear.....
  - (ii) Any organic disease
6. Respiratory system.  
Chest measurement:
  - (i) After full inspiration .....cms.
  - (ii) After full expiration..... cms.
7. Circulatory system:  
Blood pressure.  
Pulse.
8. Abdomen:  
Tenderness.  
Liver.  
Spleen.  
Tumour.
9. Nervous system:  
History of fits or epilepsy.  
Paralysis.  
Mental health.
10. Locomotor system.
11. Skin.
12. Hernia.
13. Hydrocele.
14. Any other abnormality.
15. Urine:  
Reaction  
Albumin.  
Sugar.
16. Skiagram of chest.
17. Any other test considered necessary by the examining authority.
18. Any opinion of specialist considered necessary.

Signature of the examining authority

Place:

*Report of Medical Examination as per the recommendations of  
National safety Conferences in Mines  
(To be used in continuation with Form O)*

Certificate No.

Name:

Identification marks:

1. Cardio logical Assessment :

<b>Auscultation</b>	<b>S1</b>	
	<b>S2</b>	
	<b>Additional sound</b>	
<b>Electrocardiograph (12 leads) findings:</b>		<b>Normal/ Abnormal</b>

Enclosed ECG

2. Neurological assessment:

<b>Findings</b>	<b>Normal/ Abnormal</b>
<b>Superficial Reflexes</b>	
<b>Deep Reflexes</b>	
<b>Peripheral Circulation</b>	
<b>Vibrational Syndromes</b>	

3. ILO Classification of Chest Radiograph:

<b>Profusion of Pneumoconiotic opacities</b>	<b>Grades</b>	<b>Types</b>
<b>Present/ Absent</b>		

Enclosed Chest Radiograph

4. Audiometry Findings:

<b>Conduction Type</b>	<b>Left Ear</b>	<b>Right Ear</b>
<b>Ear Conduction</b>	<b>Normal/Abnormal</b>	<b>Normal/Abnormal</b>
<b>Bone conduction</b>	<b>Normal/Abnormal</b>	<b>Normal/Abnormal</b>

Enclosed Audiometry Report.



5. Pathological / Microbiological Investigations:

<b>S.No.</b>	<b>Tests</b>	<b>Findings</b>
<b>1.</b>	<b>Blood- Tc, Dc, Hb, ESR, Platelets</b>	<b>WNL/ Abnormal</b>
<b>2.</b>	<b>Blood Sugar- Fasting &amp; PP</b>	<b>WNL/ Abnormal</b>
<b>3.</b>	<b>Lipid Profile</b>	<b>WNL/ Abnormal</b>
<b>4.</b>	<b>Blood Urea, Creatinine</b>	<b>WNL/ Abnormal</b>
<b>5.</b>	<b>Urine routine</b>	<b>WNL/ Abnormal</b>
<b>6.</b>	<b>Stool Routine</b>	<b>WNL/ Abnormal</b>

Enclosed Investigation Reports.

6. Special Tests for Mn. exposure

<b>Behavioral Disturbances</b>		<b>Present/ Not Present</b>
<b>Neurological Disturbances</b>	<b>Speech Defect</b>	<b>Present/ Not Present</b>
	<b>Tremor</b>	<b>Present/ Not Present</b>
	<b>Adiadocokinesia</b>	<b>Present/ Not Present</b>
	<b>Emotional Changes</b>	<b>Present/ Not Present</b>

7. Any other Special Test Required:

Signature of the Examination Authority

**Report of Medical Examination under Mines Rule 29B**

*(To be used in continuation with Form O)*

Certificate No.

Name:

Identification marks:

Result of Lung Function Test (Spirometry)

<b>Parameters</b>	<b>Predicted Value</b>	<b>Performed Value</b>	<b>% of Predicted</b>
<b>Forced Vital Capacity (FEV)</b>			
<b>Forced Vital Capacity 1 (FEV) 1</b>			
<b>FEV 1/F/C</b>			
<b>Peak Expiratory Flow</b>			

Spirometry Report enclosed

Signature of the Examination Authority

- B) Equipments /Accessories /Manpower for the above tests will be arranged by the Tenderer.
- C) Camp shall be organised in our company's hospital /Mines site.
- D) Accommodation for the team members shall be arranged by the company.
- E) The agency shall have the capability to conduct medical examination of at least 70 heads per day and the job should be completed within one month from date of issue of work order.
- F) The medical certificates issued by the concerned doctor/agency must be accepted by the DGMS and other authorities of mines.

## **2. CONTRACT PERIOD :**

The period of the contract shall be for 01 (one) month from the date of awarding the job.

## **3. EARNEST MONEY DEPOSIT:**

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs11,000.00 (Rupees eleven thousand only) in form of Bank draft/BG/Pay order drawn on any Scheduled/Nationalised Bank in favour of "The Orissa Minerals Development Co. Ltd." payable at Barbil. Name of the remitter shall be mentioned in the DD/BG/PO. Tender without prescribed earnest money shall be rejected. The Earnest Money of the successful bidder shall be converted into Security Deposit which bears no interest.

Note:- Earnest Money of the unsuccessful bidder will be refunded .

## **4. ELIGIBILITY CONDITION:**

In order to qualify in the Techno Commercial Bid of the tender, the Agency must produce the following documentary evidence with the Techno-Commercial Bid.

- 4.1 - In case of downloading of the tender form from the Company's website, the cost of tender paper of Rs 525/-(Five hundred twenty five only) including VAT @ 5% in form of DD drawn in favour of "The Orissa Minerals Development Co. Ltd." payable at Barbil is to be enclosed, otherwise the tender will not be accepted.
- 4.2. The EMD of Rs11,000/- in form of crossed Demand Draft/BG/ Pay Order drawn in favour of "The Orissa Minerals Development Co. Ltd." payable at Barbil is to be enclosed.
- 4.3. The tenderer must enclose the experience certificate of same type of Medical Examination at least in any Govt Dept. (Central/State/PSU) **or** in any listed company where minimum 30 heads PME/IME tests would have been done per day.
- 4.4. The tenderer before submission must sign each page of the tender documents. Otherwise the tender will be treated as invalid.

- 4.5. An undertaking on letterhead that the Tenderer has not been debarred by any PSU.
- 4.6. A declaration to be submitted that the bidder that has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and conditions of the tender as per undertaking format attached as per (Annexure – I)
- 4.7. The medical officer /agency who shall conduct the above medical examination apart from being MBBS/M.D should possess adequate training/expertise with the following qualifications.
- a) Trained in occupational health services (OHS). Doctor's certificate to be attached.
  - b) Trained in diagnosis of Pneumoconiosis & use of ILO classification of pneumoconiosis for mine workers as prescribed by DGMS.
  - c.) The medical certificates issued by the concerned doctor/agency must be accepted by the DGMS and other authorities of mines.
  - d) Documentary evidence must be provided for the X-Ray Machine of 300mA strength to be used for IME/PME as per Rule-29F & 29L of Mines Rules-1955.
  - e) The agency should have all the requisite medical & diagnostic equipments to perform the medical examination like:
    1. Computerised Haematology Cell Counter.
    2. Selectra Pro-M Bio Chemistry Analyser.
    3. Urine Analyser.
    4. Digital Audiometer.
    5. Spiro meter.
    6. X-Ray Unit.
    7. Electro Cardiogram.

#### **5. Evaluation of the bids:-**

- i.** The Part -1 **Techno Commercial Bid:-** Parties who will fulfil all requisite conditions of eligibility clause of Chapter-II of this document, will be construed as technically qualified and may be considered for evaluation part-II i.e. Price bid.
- ii.** Part – II **The Price Bid:** The Price bid of technically qualified bidders shall be evaluated in the total cost of Medical Examination packages per person/employee.

#### **6. SUBMISSION OF BILLS & BASIS OF PAYMENT:**

- 6.1.** The agency shall submit the bills along with all Medical examination report with certificate in prescribed format of DGMS to the Manager (Personnel) through medical officer of our company and forward to Mines Manager from where he will forward to Business head for final approval. After approval from Business head it will come to the Office of Manager (Finance) I/c for payment. The certificate should be submitted in triplicate. If the agency has Service Tax Registration Number then, Service Tax will be reimbursed at actual as applicable.

**7. SECURITY DEPOSIT (SD):** The Earnest Money Deposit of successful bidder shall be converted into Security Deposit. The EMD which will be converted into security deposit shall not bear any interest. Security deposit will be released on demand and on completion of work and production of clearance Certificate from Mines Manager.

**Business Head**

**CHAPTER-III**  
**GENERAL CONDITIONS**

**1. DEFINITIONS:**

**Agencies/Bidder/Tenderer:** Tenderer/Bidder/agency means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.

**Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of OMDC.

**Name of the Tender:** Name of the Tender means the work to be performed by the tenderer

**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

**Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.

**Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.

**Contractor/Consultant/agency:** means the person or society, firm, Company whose tender has been accepted by the OMDC.

**OMDC:** OMDC means "The Orissa Minerals Development Company Ltd." A Company incorporated in India and having its registered office at AG-104, Saurav Abasan Sector-II, Salt Lake City, Kolkata-700091.

**Employer:** Employer means OMDC

**Competent Authority:** - Competent Authority means MD or any designated officer by the MD.

**Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, Value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from time to time.

**2. SUBMISSION OF TENDER:**

The Tender shall be submitted in parts i.e. Part-I i.e. Techno-Commercial Bid and Part-II i.e. Price Bid in separate covers super scribing for which the tender is submitted, name and address of the agency. Both the above covers shall be put in another covers super scribing the job for which the tender is submitted along with address of the agency.

The Tender shall be submitted to the **Business Head**, The Orissa Minerals Development Company Ltd., At/P.O. - Thakurani, Keonjhar (Orissa) on or before 3-30 P.M of 25/01/2017.

### **3. OPENING OF TENDER:**

The Technical bid part-I shall be opened on 25/01/2017 at 3.30 P.M in the office of the **Business Head**, The Orissa Minerals Development Company Limited, At/P.O- Thakurani, Keonjhar (Orissa) in the presence of the agencies or their accredited representatives. The date of opening of Price Bid shall be intimated to the agency who's Techno-Commercial Bid found acceptable.

### **4. TERMINATION:**

If the agency has not commenced the work from the date as mentioned in the work order the EMD for the work shall be forfeited.

### **5. RIGHTS OF THE COMPANY.**

- 5.1. The Company reserves the right to accept or reject any or all tenders or distributes the work amongst different agencies without assigning any reason thereof.
- 5.2. Award of contract shall be made at the absolute discretion of OMDC. The Company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the agency 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 without assigning any reason whatsoever.
- 5.3. OMDC also reserves the right not to accept the lowest offer and to divide the work to more than one party/parties.
- 5.4. OMDC shall not be liable for any delay in receipt of the tender document by the agencies due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

### **6. RESPONSIBILITIES OF THE AGENCY:**

- 6.1. The work order is to be accepted by the tenderer within 3 days of communication of the same.
- 6.2. The agency will commence and complete the work as stipulated in the tender document
- 6.3. The agency shall have to make his own arrangements for travelling. However local travelling from Barbil to Thakurani and back, Boarding & lodging will be provided by OMDC.
- 6.4. All other Expenditure incidental to such work is to be borne by the agency.
- 6.5. The job cannot be sublet in part or in whole without the written consent of the Business Head of OMDC, Thakurani.
- 6.6. Agency will comply the direction of Business Head or his authorised representative from time to time.
- 6.7. The agency shall be responsible for any adverse remarks made by the regulatory authority and comply the same by regulatory authority.

## **7. SPECIAL CONDITIONS:**

The Agency shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification. OMDC shall not entertain any request for clarification from the agency regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly understood and considered while submitting the tender. No claim for financial adjustment to the contract or may be entertained by OMDC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OMDC which are based on the lack of clear information.

## **8. TAX DEDUCTED AT SOURCES:**

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.

## **9. OTHER CONDITIONS:**

The following documentary evidence duly attested by a gazetted officer/Notary must be produced along with the tender documents:

- 9.1. With regard to the execution of the order the agency will abide by the direction of the Business Head/Agent/Manager (Mines) or his authorised representative of OMDC.
- 9.2. The Agency will be responsible for payment of compensation to its employees or others caused due to any accident/ incident/litigation by its employees/equipments/vehicles and the same shall be reported to Dy. Manager (P) I/c immediately. Compensation owing to an accident/litigation occasioned during or in connection with the above work shall be to the account of the agency and the Company reserves the right to recover the same by way of deduction from the bills/Security Deposit.
- 9.3. The rate to be quoted by the agency shall be exclusive of service tax. Service tax shall be paid at applicable rates to eligible parties. The tenderer shall make arrangement for payment of Service Tax.
- 9.4. No part of the work shall be sublet without the written approval of the Business Head.
- 9.5. The agency shall be responsible for obtaining all types of clearance from the statutory authorities.
- 9.6. The instructions will be the integral part of the tender document.

## **10. EXIT CLAUSE:**

Both the parties have right to exit from this contract /agreement by serving notice in writing of at least 15 days. However they will continue to be liable for such delay during the contract period.

## **11. RISK PURCHASE:**

In the event of failure to fulfil the contract terms for execution of work as per work order, the Company reserves the right to make the contract obligations carried out by alternative arrangement and the Company shall



recover from the agency any additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management.

## **12. ARBITRATION:**

### **12.1. For Tenderer other than CPSE:-**

In the event of any dispute or difference between the parties, 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 Company, 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.

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

Notwithstanding anything above, if any matter needs judicial adjudication, the Courts of Kolkata only shall have the jurisdiction over the matter.

### **12.2. For CPSE:-**

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.

## **13. MODIFICATION OF CONTRACT:**

No modification and alteration of the contract/work order is allowed during the currency of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the MD, OMDC.

## **14. FORCE MAJEURE CLAUSE:**

Time being the essence of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control of the Company then provide notice of

happenings of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure the period shall be excluded from the time specified for fulfilment of obligations of the party prevented by such force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

**15. COUNTER OFFER:**

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

**Business Head**

THE O.M.D.CO.LTD,THAKURANI

**PART-1- TECHNO COMMERCIAL BID**

Sub: Conducting Periodical Medical Examination (PME) of the  
Employees of OMDC Mines

Ref: OMD/08/16-17

Dated: 04/01/2017.

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of downloading of the tender document, whether the agency has enclosed cost of tender paper of Rs.525/(Five hundred twenty five rupees only) in form of DD in favour of "ORRISA MINERALS DEVELOPMENT CO.LTD." payable at Barbil.	MR/BC/DD NO:  Date:  Drawn on:  Amount:
07	Status of the bidder [Sole Proprietorship/Partnership/Company-Private Limited or Public Limited] as applicable)	
08	Whether Registered Partnership Deed in case of a Partnership Firm, Memorandum and Article of Association in case of a Joint Stock Company, Proprietorship Certificate duly certified by a Notary on stamp paper in case of Proprietorship firm is to be enclosed.	
09	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	
12	Whether the undertaking in Company's /firm's letterhead is submitted that the party has not been debarred/blacklisted by any PSU and OMDC at any point of time.	
13	Whether each page of the tender schedule/tender document is signed	

**[18] CERTIFICATES TO BE GIVEN BY THE AGENCY**

In response to the tender invited by you vide tender notice no Ref No: - **OMD/08/16-17**, Dated: 04/01/2017, I/We examined the general conditions and other terms and conditions of the contract. 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. Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by OMDC Ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid for 120 days from the date of opening of the Techno Commercial Bid. I/We also authorise the Company to forfeit my Earnest Money Deposit and Security Deposit in case I/We fail to execute the job if my/our tender is accepted.

**SIGNATURE OF THE AGENCY  
WITH SEAL**

**THE O.M.D.CO.LTD, THAKURANI**

**PART-II : PRICE BID**

**Tender Notice No: OMD/08/16-17**

**Dated: 04/01/2017**

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>RATE/Employee Rs. (In figure)</b>	<b>RATE/Employee Rs. (In Word)</b>
01	Periodical Medical Examination Package including the Certificate in form "O" as per DGMS.		

N.B:

1. L-1bidder will evaluate on the basis of lowest quoted rate per employee mentioned in the price bid.
2. In case of any discrepancy arisen in figure and word during evaluation, the quoted price in word will prevail.
3. Rate quoted shall be excluding of service tax shall be reimbursed on submission of payment of service tax to the concern authority

**Signature of the Bidder  
With seal**

**UNDERTAKING**

**To**

The Business Head;  
The Orrisa Minerals Development Co. Ltd.,  
Thakurani,  
Dist - Keonjhar,  
(Odisha)  
Pin - 758035

Sub: Conducting Periodical Medical Examination (PME)  
of the Employees of OMDC Mines, Thakurani.

Ref: OMDC/08/16-17

Dated: 04/01/2017.

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 Deposit/Security Deposit held 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 Agency  
With Seal

Encl: List of documents

- [i] Tender Schedule
- [ii] Part-I Techno commercial Bid
- [iii] Part-II Price Bid.