

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

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

# TENDER DOCUMENT FOR

“Maintenance of Security Services at  
Thakurani, Roida & Belkundi-  
Bagiaburu Mines of OMDC, Barbil.”

Name & Address of the Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Money Receipt No..... Date...../...../2017

**Cost of Tender Paper: Rs. 1, 050/-** (Rupees One Thousand Fifty only)

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
(A Govt. of India Enterprise)  
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha)  
Telephone No. : 06767-275530, 275218, 276131

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

## TENDER NOTICE

Tender Notice No.: OMD/08/2017-18

Dated :05/05/2017

Sealed tenders in prescribed format are invited in two parts i.e Technical Bid & Price Bid from the experienced agencies for 'Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMDC, near Barbil-758035, District - Keonjhar (Odisha)'.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
No.OMD/08/2017-18 Dated : 05/05/2017	Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines,OMDC, Near: Barbil-758035 District-Keonjhar (Odisha). No. of security personnel required – 148 EMD – Rs.9,15,000/- Contract Period – 3 years	26/05/2017

The Tender document 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 favoring '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](http://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/Sec/08/2017-18

Dated :05/05/2017

Sealed tender in prescribed format in two parts i.e, technical & price bid are invited from the experienced agencies for maintenance of security services at Thakurani, Roida & Belkundi-Bagiaburu mines, OMDC, Near Barbil Dt. Keonjhar (Odisha)

### **1. INFORMATION TO BIDDERS:**

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

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED  
AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA.**

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

### **2 BIDDING DOCUMENTS :**

**a)** A complete set of bidding documents may be purchased by interested agency(s) from Manager (Finance)

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA,** on submission of a written application. Bidding Document will be available for sale on all working days from 10:00 Hrs (IST) to 15:00 Hrs (IST) during 06/05/2017 to 26/05/2017 against Cash payment or against Demand Draft, Pay Order or Banker's Cheque in favour of “THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED” payable at 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](http://www.birdgroup.co.in) & NIC & CPP portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

In case a Bidder downloads the Bidding Document from OMDC website ([www.birdgroup.co.in](http://www.birdgroup.co.in)) and NIC & CPP Portal, he/she shall submit the fee towards cost of the Bidding Documents in form of DD/Pay order/ Bankers Cheque drawn in favour of The OMDC and payable at Barbil as mentioned above, along with its Bid (Part-I), as per details given in Bidding Document.

### **3.PRICE BID CONSULTATION**

The bidders are free to join pre bid consultation to be held on 15/05/2017 at 12.00 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	Details of Tender
1.	Bid Enquiry No.	OMD/ Sec/08/2017-18                      Dated : 05/05/2017
2	Name of the work	Maintenance of Security Services at Thakurani,Roida,Belkundi & Bagiaburu Mines of OMDC
3	Cost of the Bid Document	Rs. 1,050/- (Rupees one thousand fifty only)
4	EARNEST MONEY DEPOSIT	Rs.9,15,000/--(Rupees Nine Lakh fifteen thousand only)  The amount of Ernest Money shall be deposited by way of Bankers Cheque/ Demand draft/ Pay Order/ Bank Guarantee with validity of 07 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 "The Orissa Minerals Development Company Limited" at Barbil.
5	Availability of Tender Document	Office of the Manager (Fin.),I/c, OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , NIC & CPP portals.
6	Place and Time of Price Bid Consolation.	In the office of the Dy. Manager (Pers.),I/c, OMDC Ltd., At/Po- Thakurani, Vis- Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of issue of Bid Document.	From 06/05/2017 to 26/05/2017
8	Date of submission of Bid document.	From 06/05/2017 to 26/05/2017 time 3.00 p.m.
9	Date of Opening of Technical Bid.	On 26/05/2017 time 3.30 p.m.
10	Date of Opening of Price Bid	To be Intimated later on after technical evaluation
11	Period of Contract	<b>3 (three) years or may be extended for one more year at the discretion of OMDC.</b>
12	Validity Period of Bid	180 (One hundred and eighty) days.

## CHAPTER – II

Tender Notice No:OMD/Sec/08/2017-18

Dated :05/05/2017

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

1.1. Maintenance of security services at different security posts at Thakurani, Roida and Belkundi-

Bagiaburu Mines of OMDC will be tentatively as per the following:-

Sl	Security Posts/Locations	Shift			Total
		'A'	'B'	'C'	
Thakurani Mines:					
1	Magazine	01	02	02	05
2	Workshop	01	02	02	05
3	Road W/Bridge	-	01	01	02
4	Crusher - I & IV	01	01	02	04
5	Crusher – III	-	01	02	03
6	Crusher – II	-	-	02	02
7	CISF Office	-	-	01	01
8	<b>Jagannath Colony</b>	-	01	-	01
9	Nalda Colony Patrolling	-	-	02	02
10	Pump House	-	-	01	01
11	Sponge Iron Plant	02	02	03	07
12	Thakurani Gate-2	01	01	02	04
13	Thakurani Gate-3	01	01	02	04
14	CISF Barrack-I	01	02	02	05
15	General Office	01	01	01	03
16	Colony Out Gate	-	-	01	01
17	B.G. Line	01	02	04	07
18	Supervisors	01	01	01	03
<b>Sub-Total</b>					<b>60</b>

Sl.	Security Posts/Locations	Shift			Total
		'A'	'B'	'C'	
Roida Mines:					
19	K-13 Security Gate	-	01	01	02
20	Kundrupani Gate	01	02	02	05
21	South Gate	-	01	01	02
22	Joplin Jig	-	01	01	02
23	Magazine	01	01	02	04
24	North Gate (IDC)	01	02	02	05
25	North Gate (W/B)	02	02	02	06
26	Supervisor	01	-	-	01

<b>Sub-Total</b>					<b>27</b>
Belkundi-Bagiaburu Mines :					
27	Bagiaburu North Gate	01	02	02	05
28	Belkundi Gate-1	01	02	02	05
29	Belkundi Gate-2	01	02	02	05
30	No.2 Siding, Barbil	01	01	01	03
31	D.B., Barbil	-	01	01	02
<b>Sub-Total</b>					<b>20</b>
<b>Present Total Security Personnel Requirement</b>					<b>107</b>
32	Additional Armed Security Force for round the clock patrolling at Thakurani	03	03	03	09
33	Additional Armed Security Force for round the clock patrolling at Roida	03	03	03	09
<b>Sub-Total</b>					<b>18</b>
<b>Reliever for above requirement (Thakurani – 11, Roida – 6, Belkundi – 4 &amp; Supervisor – 2)</b>					<b>23</b>
<b>Present Total Security Personnel Requirement</b>					<b>125 + 23 = 148</b>

The above deployment 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 security personnel. In this regard, decision of Business Head will be final and binding.

The above locations are tentative in nature and may be altered from time to time as per requirement would be decided by the Management.

The required number of security staff to be presently engaged will be 148 (one hundred forty eight) including supervisors (preferably trained security personnel / ex-servicemen) and licensed gunmen. Decision of the BH, OMDC regarding deployment of the same shall be final and binding.

**Brief description of works :** The contractor shall provide Security service by providing watch and ward at different places in the offices, colony and other area according to the requirement to be intimated to the contractor in writing or otherwise by authorised officer(s) of the OMDC from time to time.

The contractor shall ensure safety of properties of the OMDC by deploying security personnel round the clock in 3 (three) shifts per day. The tenderer must get themselves fully acquainted with the location of office/Lease are of OMDC before submission of tender.

- 1.2 The Duties and Responsibilities of the watch and ward Personnel to be engaged by the agency will be as below.
- Prevention of theft & pilferage of Company's property.
  - Manning of Gates, posts and patrolling beats.
  - Checking of in-coming & out-going Materials and Vehicles at different Security Gates.
  - Protection of property of OMDC from sabotage and damage.
  - Checking Gate passes and tokens.
  - Prevent unauthorised entries, photography, videography, etc, in OMDC premises.
  - Collection of intelligence regarding law & order.
  - Assisting Management & Police in maintaining law and order in OMDC.

- i) Assisting Management to deal with natural calamities and other emergent situation.
- j) Preventing encroachment and/or unauthorised construction at OMDC premises.
- k) Reporting of irregularities occurring against the interest of the Company to the Management.
- l) Monitoring the lighting arrangement of mines and township and reporting thereof for rectifications of the defects noticed.
- m) Patrolling and protecting all quarries, plantation, stock materials and boundary walls/fencing, open areas of plants, railway sidings, yards, stores, electrical & water supply installations and such other facilities as mentioned by the Officer-Incharge from time to time.
- n) Maintaining effective liaison with Police and State Authorities including filing of F.I.R. with the local police station and pursuing for recovery of stolen materials, if any.
- o) Any other duties as may be assigned by the Management from time to time.

1.3 The Agency shall provide necessary Uniforms, Arms, Ammunitions and Other equipment needed for such deployment of security personnel. The uniforms shall consist of full pants, half sleeve shirt, cap lanyard with whistle, belt, shoes, badges, name plates, torch lights, torch cells, search lights, lathi, rain coat, etc.

1.4 The agency shall provide uninterrupted security service round the clock at all specified security check posts.

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

1.6 The Agency should ensure that the Security Personnel 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 to take part in any activities like strikes etc.

## **2 .CONTRACT PERIOD**

The contract shall be for a period of **3** years from the date of issuance of LOI/ Work Order/ Agreement. 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.

### **3.DATE OF COMMENCEMENT OF JOB :**

From the date of issuance of the LOI/ Work Order/ Agreement.

### **4.EARNEST MONEY DEPOSIT (EMD):**

- 4.1 The bidder is required to deposit an amount of Rs.9,15,000/- (Rupees Nine Lakh fifteen thousand only) towards Earnest Money Deposit (EMD) in the form of Bankers Cheque /Pay Order/Demand Draft /Bank Guarantee (BG) in favor of 'The Orissa Minerals Development Company Limited payable at Barbil 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. 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.

The EMD will be refunded to the unsuccessful Bidders within one month after opening of the Price bid / Finalisation of the tender, whichever is later. The EMD of successful bidder will be converted into Security Deposit.

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. 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 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.

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/services, 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/services for which tender is being invited would not be eligible for exemption.

## **5 SECURITY DEPOSIT (SD) :**

EMD of successful bidder will be converted into Security Deposit and @ 8% will be deducted as security deposit from monthly running bill .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 Security In-charge/ Head of Personnel Department that the agency has satisfactorily performed his obligation, whatsoever under this contract.

## **6 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 certificate for successful completion of at least 1(one) security contract of engagement of 100 or more security personnel/supervisors during last 3(three) years ending 06.07.2017 in Govt. or Private organizations.

II. Average Financial Annual turnover during last 3 (three) years ending 06.07.2017 i.e. 2014-15, 2015-16 & 2016-17 should be at least Rs. 2 Crore. Copy of Balance Sheet & Profit & Loss A/c or Income tax Return to be submitted in support of the annual turnover.

III. Proof of payment made to OMDC towards Cost of Tender Document of Rs.1,050/-.

IV. Earnest Money Deposit (EMD) of Rs.9,15,000/- 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. Valid License from the appropriate authority under the Private Security Agencies (Regulation) Act-2005.

VI. Valid PF Registration Certificate.

VII. Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure-I, attached herewith.

VIII. Undertaking in the Bidder's letter head to the effect that the bidder has not been blacklisted / debarred by any PSU or OMDC at any point of time as per Annexure-II attached herewith.

IX. 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.

X. Document relating to Status of the bidder in form of the following -

Memorandum & Article of association in case of a Limited Company,  
Registered Partnership Deed in case of partnership firm &

An affidavit in case of a Proprietorship firm.

XI Copy of PAN card.

XII Copy of Service Tax Registration Certificate.

XIII Copy of valid Labour License.

**Note-1. Submission of any forge document will attract legal action including the rejection of Tender or**

**cancellation of contract at the risk and the cost of the agency, if awarded.**

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

**7. 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/E-mail.

The bidders are advised to quote the Rates for each category of the security personnel 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, Reliever Charges, Bidders' Service Charge/ Margin and Service Tax as applicable.

Price bid of the Bidders, whose techno-commercial bid are technically qualified, will only be opened. The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value in the Price Bid.

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 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 in case there is any discrepancy between figure and word, then the amount quoted in word 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.

**8. AWARD OF CONTRACT :**

- i) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof. 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.
- ii) Company also reserves the right not to accept the lowest offer or to divide the work among more than one successful bidder/bidders.

**9. SUBMISSION OF BILLS:**

The successful bidder/ agency will submit duly certified monthly bills along with following documents:

- a. Attendance and deployment register/sheet.
- b. Wages sheet & Master sheet.
- c. Copy of the P.F. challan
- d. Copy of Monthly return submitted to the P.F. Authorities as applicable.
- e. A statement showing the details wages paid to the deployed persons.

The monthly bills in triplicate shall be submitted in the office of Dy. Manager (Pers.), I/c, OMD, Thakurani towards the engagement of man-days of security personnel, after obtaining clearance/certification from the executive designated as Security In-charge. The work done as per contract shall be verified and certified by Security In-charge. 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.

#### **10. PAYMENT TERMS:**

10.1 Payment on monthly basis for actual no. of days 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 borne by the agency.

Note-1: Irrespective of the release of payment by OMDC, the agency shall have to disburse the wages/ payment to the security personnel within 7<sup>th</sup> day of the succeeding month.

**Note-2 : Apart from deduction towards Security Deposit @ 8% on gross monthly bill, 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 will be released on the written request of the contractor based upon a separate claim as and when fallen due.

10.2 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 Security Personnel 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.

10.3 The successful (L1) bidder will be required to make payment of wages etc. to the Security Personnel through bank. Contractor 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 authorized 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 contractor and produced by the successful contractor for inspection at any time by the OMDC officials or their authorized 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.

#### **11. 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.

#### **12. 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) However, in case of less engagement of Security Personnel, the penalty amount of **Rs.614/- for Security Guard without Arm and Rs.736/- for Arm Guard & Supervisor** will be imposed for absence of per person per shift and deducted from the monthly running bill of the agency only after approval of Business Head.

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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 - III

### GENERAL CONDITIONS

#### **1. DEFINITIONS:**

- a) **Tenderer/Bidder:** Tenderer/ Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial ) submitted by the bidder for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/ tenderer.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means "The Orissa Mineral Development Company Limited". A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector - 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. 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.

### **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.

- 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/E-mail.

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 WORKING HOURS:**

Working hours at Mines will be as per the notifications/ instructions issued by Business

Head/ Company from time to time.

### **5 SIGNING OF AGREEMENT:**

**6.1** 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 Tenderer shall submit the following documents for signing of the formal 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 photo copy of Labour License from the appropriate authority.

**D.** Permanent Account Number allotted by Income Tax Department.

**E.** Self-attested Photo 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 photo copy of the Registration under VAT, Service Tax, PF Regn. Certificate, etc. as applicable.

### **6 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.

### **7 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.

### **8 RISK PURCHASE:**

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

### **9. 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). 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.

### **10 STATUTORY COMPLIANCE:**

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their

labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The 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.

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.

## **11 FORCE MAJEURE CLAUSE :**

**(a)** If at any time during the existence of this Agreement either party is unable to perform

whole or in part any obligation under 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.

## **12. DAMAGE TO OMDC PROPERTIES:**

The agency shall be fully responsible for any theft occurred/ 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.

## **13. ILLEGAL GRATIFICATION:**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder/ customer or his partner, agent or servant to any officer, servant, representative or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

## **14. 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.

## **15.ASSIGNMENT:**

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

## **16. LAWS GOVERNING THE AGREEMENT:**

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

16.2 Chapter-I, Chapter-II and Chapter-III of this Tender Document shall be the integral part of the Contract/ Agreement.

## **17. LEGAL CAPACITY OF THE TENDERER:**

17.1 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.

17.2 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.

17.3 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.

## **18.ARBITRATION:**

### **18.1 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.

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.

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

### **18.2 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.

## **19 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.

## **20 OTHER CONDITIONS:-**

The tender document shall have to be signed by the bidder in each page.

-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 security personnel 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 security personnel 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 security personnel should be free from eyesight and hearing defects. The successful contractor shall ensure physical fitness of all security personnel deployed in the Company with physical training/drills/sports taking place at regular intervals.

-The contractor shall keep proper record of all the documents regarding character antecedents etc. of the security personnel engaged by him and as and when required, the contractor shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing security personnel, the contractor shall take adequate care that no such person having criminal

background/records is employed as security personnel. In case any adverse report is found against any security personnel deployed by the contractor such personnel would immediately be removed.

-The contractor and their staff shall maintain absolute integrity and discipline in performing their duties under the contract. They shall maintain strict surveillance on Company's properties. They shall also not permit or cause any unauthorized person(s) or materials to enter into or exit out of the plant or mine premises of the Company. The Security personnel while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs.

The security personnel engaged by the contractor and while on duty shall abstain from taking alcohol or any other intoxicating drinks or taking of 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 security personnel in their dealings with the employees of the Company must show politeness, loyalty and respect, pay regards which are part and parcel of the security principles and requirements. The rotation of guards between various duty posts must be ensured at periodic intervals as may be specified by the Officer-in-Charge of the contract.

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

-The contractor (security agency) shall issue Identity Cards duly countersigned by the Officer-In-Charge of the contract to the Security Personnel, who shall carry the same while on duty. In case, any security personnel 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 Security Rules and Regulations enforced by the Company from time to time.

The shift timings for security personnel will be arranged in such a way that it will start before the start of the normal shift. The changes of security personnel at the duty spot shall take place well before the normal start of the shift. No security guard shall normally be deployed in more than one shift.

The successful bidder shall carry out the work on Sundays and Holidays also without any extra charges to the Company.

The contractor shall provide uniforms/liveries to the security personnel and ensure that while on duty each and every security personnel presents himself in a well groomed and smart manner always. The security personnel shall be required to present guard of honor and participate in parades on the occasions like Independence Day, Republic Day etc. in ceremonial attires to be provided by the successful bidder.

-The contractor shall provide and bear all the expenses incurred on the following.

- a) Guns and any other arms required for security services with valid license.
- b) Communication facilities such as Walkie Talkie, Cell phones etc.
- c) Provision of torches and cells to the security personnel on night patrol.
- d) Stationery for writing duty charts etc.

Not providing the above will amount to not meeting the contractual obligations and therefore the management may 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 security personnel engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.

#### **20.1 Criteria of Security Personnel to be deployed:**

- a. All the security personnel shall to be covered under EPF Scheme well before their deployment in OMDC.
- b. The height of the Security guards should not be less than 5' 2". Preference will be given to Ex-Serviceman with good physiques, sound mental health, good eyesight and excellent hearing abilities. They should be well trained in the areas of security & fire fighting equipments.
- c. The Security Guard deployed shall be provided with the Uniform, Cap, Name Plate, Shoulder Title, Rain Coat, Belt, Umbrella and Shoes as prescribed by the agency in consultation with Head of the Personnel Department), OMDC and they should wear the same during their duty hours.
- d. The Security Personnel should be well trained in the field of safety & security, fire fighting.
- e. Age of Security Personnel should be within 18 years to 55 years.
- f. The Security Personnel should be educated and should read and write ODIA and HINDI.

#### **21 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 security personnel 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 security personnel 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.

The agency/contractor shall provide security personnel having sound physical health and as per the eligibility criteria of Private Security Agencies (Regulation) Act, 2005 & The Private Security Agencies Central Model Rules,2006. However, decision of Business Head, OMDC, shall be final and binding in this regard. With regard to execution of this work, the agency/ contractor shall abide by the direction of Officer In-charge.

#### **Security in-charge / 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.

The security personnel 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 security personnel 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/reemployment of such security personnel.

Sd/  
BUSINESS HEAD

DECLARATION BY THE BIDDER

To  
The Business Head,  
The Orissa Minerals Development Company Limited, Thakurani, Barbil,  
Keonjhar(Odisha)  
Sub: Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMDC, Barbil.

Tender Notice No.: OMD/Sec/08/2017-18

Dated :05/05/2017

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.

Yours faithfully,

SIGNATURE OF THE BIDDER  
WITH SEAL & DATE

Encl: List of documents.  
i) Part-I Techno Commercial Bid  
ii) Part-II Price Bid.  
iii) EMD & Cost of Tender

UNDERTAKING

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

Sub: Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMDC, Barbil.

Tender Notice No.: OMD/Sec/08/2017-18

Dated :05/05/2017

Dear Sir/Madam,

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

**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 Sir/Madam,  
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 \_\_\_\_\_ 2017.

WITENESS

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS:

DESIGNATION WITH BANK

DATE:

**PRICE BID**

Sub: Maintenance of security Services at Thakurani, Roida & Belkundi- Bagiaburu Mines, OMDC, Barbil.

Tender Notice No.: OMD/Sec/08/2017-18

Dated :05/05/2017

Sl.	Category	Heads	Rate/Head per month (In Rs.) (In Figure)	Rate/Head per month (In Rs.) (In Word)	Total amount per month (In Rs.) (In Figure)	Total amount per month (In Rs.) (In Word)
		(a)	(b)		(c= a x b)	(c=a x b)
1	Security guard with Arm	24				
2	Security guard without Arm	118				
3	Supervisor	06				
	<b>Sub-Total</b>	148		<b>A</b>		
4	Fringe Benefits (PF, Bonus, R.C, Leave wages, Holiday wages) as per Acts applicable.			<b>B</b>		
5	Service Charge (To be calculated on A)			<b>C</b>		
<b>Grand Total (A + B + C)</b>						

**Note:**

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

SIGNATURE OF THE BIDDER  
WITH SEAL & DATE

## INTEGRITY PACT

THIS AGREEMENT is entered into between the following Parties:

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

AND

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

### PREAMBLE

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

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

IT IS AGREED AS FOLLOWS:

#### **1 . Definitions:**

a) "Principal" means THE ORISSA MINERALS DEVELOPMENT CO. LTD OMDC) incorporated under the Companies Act, 1956, having their registered Office at AG 104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata-700091 and includes their successors.

b) "Tenderer/ Bidder" means the person, firm or company submitting a tender/bid against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

c) "Contractor" means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.

d) "Independent External Monitor" means a person, hereinafter referred to as IEM, appointed, in accordance with Clause 8.a below, to verify compliance with this agreement.

e) "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:**

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:

a. 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.

b. 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.

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

d. 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.

e. 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.

f. 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.

g. 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 nonsubmission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.

h. 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.

i. 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.

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

k. The Tenderer/Contractor will not instigate third persons to commit offences

outlines above or be an accessory to such offences.

**3. Obligation to Ensure Compliance:**

a) 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:

I. 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.

II. 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 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.
- b) The parties will, after submission of a tender:
  - Allow the IEM unrestricted access to all books, records and staff relevant to such tender
  - 1. . ensure that the IEM has unrestricted access to the relevant books, records and
  - 2. staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- C) 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. parties. The report will provide details of: 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

Tender Document (OMDC) Seal and Signature of the Tenderer

- 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 travelling/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.

b) 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.

C) 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.

Duration of Agreement:

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. This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderers 6 (six) months after the award of the Contract.

11. Other provisions:

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