

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
[A GOVT. OF INDIA ENTERPRISE]
www.birdgroup.gov.in/www.birdgroup.co.in

MINES OFFICE: THAKURANI, BARBIL-758035, DIST-KEONJHAR, ODISHA,
PHONE: 06767-275777, 276110, 276131

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-
700 091.

TENDER DOCUMENT
FOR

ENGAGEMENT OF AN AGENCY TO

CARRY OUT THE JOB OF

- (i) PREPARATION OF DRAFT REPLY OF THE SHOW CAUSE NOTICE ISSUED BY DEPARTMENT OF STEEL & MINES, GOVT. OF ODISHA AND COMPLIANCES IF REQUIRED BY THE DEPARTMENT, THEREOF.
- (ii) ASSISTING OMDC OFFICIALS BEFORE ADDL. SECRETARY, DEPARTMENT OF STEEL & MINES, GOVT. OF ODISHA ON 17.10.2016 & SUBSEQUENT DATES IF REQUIRED FOR HEARING OF THE REPLY PREPARED.
- (iii) OBTAINING ORDER OF REVOCATION OF LAPSING AND REJECTION OF LEASES FROM DEPARTMENT OF STEEL & MINES, GOVT. OF ODISHA.

ALL THE ABOVE JOBS ARE REQUIRED FOR BELKUNDI IRON & MN. MINES, BHADRASAI IRON & MN. MINES AND BAGIABURU IRON MINES OF OMDC.

[Tender Notice No. OMD/03/ 2016-17/ dated: 20/09/2016]

Name of the Tenderer: _____

Address of the Tenderer: _____

Money Receipt No.:

Dated:

Signature of the Issuing Officer

Signature of the Tenderer

Price of the Tender Documents Rs. 525.00 (Rupees Five hundred twenty five only)
[Inclusive of OVAT]

[CHAPTER-I]
TENDER NOTICE

Tender Notice No. OMD/03 / 2016-17

Dated: 20/09/2016

1. Sealed Tenders in prescribed format are invited from reputed Agencies having experience & expertise in liaisoning with different departments in Govt. of Odisha including Dept. Of Steel & Mines and preparation of technical compliances of deficiencies/objections/scrutinies/show causes issued time to time by Department of Steel & Mines, Govt. of Odisha under M. C. Rule, 1960, MMDR, 1957 and amendments thereof on behalf of Mining Lessees.

2. **General Description of Scope of Work:**

The Agency shall execute the following job as per the guide lines of M.C. Rule, 1960, MMDR, 1957 and amendments thereof and prepare & submit reports there upon.

- I. Preparation of draft reply of the show cause notice issued by Department of Steel & Mines, Govt. of Odisha and compliances if required by the department, thereof.
- II. Assisting OMDC officials before Addl. Secretary, Department of Steel & Mines, Govt. of Odisha on 17.10.2016 & subsequent dates thereon if required for hearing of the reply prepared.
- III. Obtaining order of revocation of lapsing and rejection of leases from Department of Steel & Mines, Govt. of Odisha.

All the above services are required for the company's (a) Belkundi Iron & Mn. Mines (1276.79 Ha), (b) Bhadrasai Iron & Mn. Mines (998.70 ha) and (c) Bagiaburu Iron Mines (21.52 Ha) and leases.

3. **Price Bid:-**

Bidders are requested to quote their price for the above job in the format given in **Annexure-I** i.e. Price Bid (**Part-II**)

4. **Tender Submission:-**

A non-transferable tender documents can be obtained from the Manager (Fin)-I/c, The Orissa Minerals Development Company Limited, At/P.O.-Thakurani, Barbil, Dist: Keonjhar, Odisha on payment of Rs.525/- [Rupees Five hundred twenty-five] only in cash on any working day on or before 11.00 AM dated 27/09/2016 during office hours and can be also downloaded from the website **www.birdgroup.gov.in**.

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 Company Limited", payable at Barbil towards cost of the same. In case of downloaded tender, the bidder has to submit an undertaking on the company's letter head 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.

- 4.1. Tenders in the prescribed format complete in all respects should reach or be dropped in the tender box kept in the Dept. of Finance of the Company on or before 27/09/2016 by 3.00 P.M.
Note: - (Bids received after 3.00 P.M. will be rejected.)
- 4.2. **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 superscribed Tender Notice No. 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 super-scribing the Tender Notice No.**
- 4.3. a) The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their authorised representative at 4.00 P.M on 27/09/2016 in the Finance Dept. of the Company (OMDC) at Thakurani, Barbil, Keonjhar, Odisha.
b) Part-II i.e. Price Bid of the bidders, whose Techno-Commercial bids are found acceptable, shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers.
- 4.4. 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.
- 4.5. 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.
- 4.6. The validity of the offer shall be for **90** days from the date of opening of the Techno-commercial bid.
- 4.7. Interested Agencies are advised to go through the show cause notices issued by Department of Steel & Mines, Govt. of Odisha in respect of our above mentioned three lease holds and attached terms & condition of the tender document before submission of tender documents.
- 4.8. 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 - II**.
- 4.9. The expected date of commencement of work will be within 02 days from the date of issue of Work Order.
- 4.10. The contract period will be of 03(three) months from the date of hearing & may be extended subsequently for another 03 months on sole discretion of OMDC on same terms & condition including rate subject to consent from the agency.
- 4.11 **Details of scheduled dates are given below:**
- a) Date of sale of tender paper: from **20.09.2016 to 27.09.2016** (till 11.00 AM.)
b) Last date & Time of receipt of tender paper: **3.00 P.M. on 27.09.2016**.
c) Date & Time of opening of Techno commercial bid: **4.00 P.M. on 27.09.2016**.
d) Date of opening of Price bid of tender document: To be intimated after opening of Techno-Commercial Bid on **27.09.2016**.

THE ORISSA MINERALS DEVELOPMENT COMPANY LTD.

**Sd/-
BUSINESS HEAD**

CHAPTER-II

Tender Notice No. OMD/03 / 2016-17

Dated: 20/09/2016

1. SCOPE OF WORK:

The Agency shall execute the following job as per the guide lines of M.C. Rule, 1960, MMDR Act, 1957 and amendments thereof and prepare & submit reports there upon.

- I. Preparation of draft reply of the show cause notice issued by Department of Steel & Mines, Govt. of Odisha and compliances if required by the department, thereof.
- II. Assisting OMDC officials before Addl. Secretary, Department of Steel & Mines, Govt. of Odisha on 17.10.2016 & subsequent dates thereon if required for hearing of the reply prepared.
- III. Obtaining order of revocation of lapsing and rejection of leases from Department of Steel & Mines, Govt. of Odisha.

in respect of (a) Belkundi Iron & Mn. Mines over 1276.79 Ha, (b) Bhadrasai Iron & Mn. Mines over 998.70 ha and (c) Bagiaburu Iron Mines over 21.52 Ha

2. CONTRACT PERIOD:

The period of work shall be for 03(Three) months from the date of issue of Work Order which may be extended further for a period of 3(three) months on satisfactory performance and requirement of the agency at the sole discretion of the Company (OMDC) on same rate, terms & conditions including rates subject to consent from the agency.

3. EARNEST MONEY DEPOSIT:

The Tenderer is required to deposit an amount of Rs. 30,000/- (Thirty thousand) as Earnest Money Deposit (EMD) in form of Demand Draft in favour of OMDC payable at Barbil, failing which the Tender shall not be considered. There is no interest will be paid on EMD. Earnest Money shall be refunded to the unsuccessful tenderer immediate after final evaluation of the tender.

The EMD of successful tenderer will be converted to security deposit and refunded after satisfactory completion of the period of contract.

4. SECURITY DEPOSIT:

Recovery of Security deposit @ 5% of the running bill of successful tenderer.

The security deposit shall be refunded to the Agency within 60 days from the date of completion/termination of contract on production of certificate from Business Head that the Agency has satisfactorily performed his obligation, whatsoever under this contract.

5. ELIGIBILITY CRITERIA:

In order to qualify in the techno-commercial bid of the tender, the tenderers must produce the following documentary evidences along with the techno-commercial bid:-

- i) The bidders are required to submit proof of ownership in the name of the Firm/Company.

- ii) Organisational Structure of the Firm/Company.
- iii) Proof of payment made to OMDC towards Cost of Tender Document i.e. Rs.525/- (Rupees Five hundred twenty-five) only inclusive OVAT @ 5%.
- iv) Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty thousand only) in shape of Demand Draft in favour of 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- v) Agency should submit documents in support of carrying out similar nature of job/Forest Clearance of any PSU done successfully during last 3 (three) years. Preference will be given to the agency having experience in revocation of lapsing order of Mining Lease either from Govt. or from court during last three years.
- vi) The Agency should provide copy of PAN Card & Service Tax No.
- vii) Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per Annexure-II.
- viii) The agency should submit unconditional offer.

6. EVALUATION OF THE BIDS:

- i. **The Part-I Techno Commercial Bid:** Agencies, who will fulfil all requisite conditions of eligibility clause of Chapter-II of this document will be considered as technically qualified and may be considered for opening of the Part-II Price Bid.
- ii. The Price Bid of technically qualified bidders shall be evaluated on the basis of lowest total rate quoted in the Price Bid.

7. AWARD OF CONTRACT:

- 7.1. The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 7.2. 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 tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- 7.3. OMDC also reserves the right not to accept the lowest offer.
- 7.4. OMDC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

8. PAYMENT & SETTLEMENT OF BILLS:

The bills in triplicate mentioning Work Order No. and date shall be submitted to the Head of Planning & Geology Dept. or his/her authorized representatives.

The Bill shall be forwarded to the Finance Dept. after due certification by the Planning & Geology department & concerned Mines Manager for consideration of payment of bills as mentioned below.

- a) 40% of total job value will be paid to the agency after preparation and submission of draft reply of show cause notices in respect of Belkundi Iron & Mn. Mines, Bhadrasai Iron & Mn. Mines and Bagiaburu Iron Mines.

- b) 40% of total job value will be paid to the agency after completion of hearing in respect of all the three lease holds before Addl. Secretary, Department of Steel & Mines, Govt. of Odisha on 17.10.2016 and subsequent dates if required by the Department thereof.
- c) 20% of the total job value will be paid to the agency after obtaining revocation orders of Lapsing and Rejection in respect of Belkundi Iron & Mn. Mines, Bhadrasai Iron & Mn. Mines and Bagiaburu Iron Mines.

9. 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.

CHAPTER-III

Tender Notice No. OMD/03 / 2016-17

Dated: 20/09/2016

GENERAL CONDITION

1. DEFINITION:

- a) **Tenderer/Bidder:** Tenderer/Bidder means a Person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the 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 Agency.
- 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) **Agency:** Agency means the person or Society, Firm, Company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means "The Orissa Minerals Development Company Ltd.", a Company incorporated in India and having its Registered Office at **AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091.**
- i) **Employer:** Employer means OMDC.
- j) **Competent Authority:-** Competent Authority means the Managing Director or any designated officer as per D.O.P. of OMDC.
- k) **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 & Part - II i.e. Price Bid in separate covers super scribing for which tender is submitted, name and address of the Tenderer. Both the above covers shall be put in another covers superscribing the job for which the tender is submitted along with the address of the tenderer. The tender shall be submitted in to the tender box kept in the Finance of The Orissa Minerals Development Company Limited, AT/PO: Thakurani, VIA: Barbil, Dist: Keonjhar, Odisha on or before **03:00 P.M. of 27/09/2016.**

3. OPENING OF TENDER:

The Technical bid Part-I shall be opened on **27/09/2016 at 4.00 P.M.** in the Finance Dept. of the Orissa Minerals Development Company Limited, AT/ P.O. - Thakurani, Via-Barbil, Dist: Keonjhar, Odisha in the presence of the Tenderers or their authorised representatives. The date of opening of price bid shall be intimated to the tenderer, later on, whose techno commercial bids are found acceptable.

4. OTHER CONDITIONS:

- 4.1. The Agency shall have to make his own arrangement for travelling, boarding, lodging etc. for visit to the connecting offices.
- 4.2 The company shall not provide any accommodation.
- 4.3 The company reserves the right to accept or reject any or all tenders.
- 4.4 Distribute the work amongst different Tenderers without assigning any reason thereof.
- 4.5 OMDC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- 4.6 In case the tenderer declines to take up the work or fails to cope up with the progress of work, OMDC reserves the right to terminate the contract and the cost of the work he/she have done by that time and work may be rescinded.

5. LEGAL & MISCELANEOUS OBLIGATION:

- 5.1. Detailed lists of Technical, Managerial and Supervisory Personnel with name, age, qualification and experience including Directors in respect of Company and Partners in respect of Firm should be provided.
- 5.2. No part of the contract shall be sublet without written permission of the Business Head of the company or transfer is made by Power of Attorney authorizing others to receive payment on the contractor's behalf.
- 5.3. With regard to execution of this work, the contractor shall abide by the direction of Planning & Geology Department (OMDC).
- 5.4 Each page of the tender schedule must be signed by the tenderer as acceptance of the terms and condition before submission, otherwise the tender will be treated as invalid.
- 5.5 In the event of contractor's failure to fulfil the contract terms for execution of work therein, the company reserves the right to terminate the contract without giving **notice** and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.
- 5.6. Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.
- 5.7 The Agency shall have no claim whatsoever against the company for any loss / damage caused to it by statutory action or any cause of whatsoever nature or description beyond the control of the company.

6. ARBITRATION:

Any dispute or difference under or arising out of or in respect of the agreement/work order, the same shall be referred to the Managing Director of the OMDC Ltd., AG-104, Sourav Abasan, Sector -II, Salt Lake, Calcutta -700091 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. In the event of failure to settle the dispute through arbitration, either party can refer the dispute to the court of Law. In that case the jurisdiction of court shall be 'Kolkata' only.

7. MODIFICATION OF CONTRACT:

No modification and alteration of the contract/agreement will be 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.

THE ORISSA MINERALS DEVELOPMENT COMPANY LTD.

**Sd/-
BUSINESS HEAD**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

PART-1 (TECHNO COMMERCIAL BID)

01. NAME OF THE BIDDER :
02. ADDRESS OF THE BIDDER'S :
REGISTERED OFFICE &
BRANCH OFFICE, PHONE NO.,
FAX NO.ETC.
- 03(a) PAST EXPERIENCE : **Enclosed / Not enclosed**
(DOCUMENTARY EVIDENCE TO BE ATTACHED)

| Sl. No. | Name of the Organization | Job Description | Value of the Job | Time Schedule as per order | Time of completion actual | Status/ % of job completion |
|---------|--------------------------|-----------------|------------------|----------------------------|---------------------------|-----------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |

- 03(b) Copy of PAN : **Enclosed / Not enclosed**
- 03(c) Copy of Service Tax Registration No. : **Enclosed / Not enclosed**
04. Status of the bidder [Sole proprietorship/Partnership/Company-Private Limited or Public Limited]. (The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship/Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)
- A. ORGANISATION STRUCTURE
- B. TOTAL STRENGTH INDICATING DIFFERENT CATEGORIES
- C. QUALIFICATION / EXPERIENCE OF THE KEY PERSONNEL
(may be furnished in a separate sheet)
- 05 In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 525/- (Rupees Five hundred twenty-five only) in shape of DD in favour of "The Orissa Minerals Development Company Limited" payable at Barbil:
DD NO:
Date:
Drawn on:
Amount:
06. EMD of Rs.30,000/- (Thirty thousand only) in shape of DD in favour of "The Orissa Minerals Development Company Limited" payable at Barbil:
DD NO:
Date:
Drawn on:
Amount:
07. Whether visited the site and got fully acquainted with the status of the Mines: Yes/No

08. CERTIFICATES TO BE GIVEN BY THE TENDERER

Certified that 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.

I/we, also certify that I/We have visited Mines and perused the related documents plans / other particulars got fully conversant with the status of the project under Environment Protection Act-1986 and guidelines issued there under and our price bid is based on the basis of our full understanding about the job.

I/We, also authorise the company to forfeit my/our earnest money in case I/We fail to take up the job if my/our tender is accepted.

**SIGNATURE OF THE TENDERER
WITH SEAL**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
THAKURANI

[ANNEXURE-I]

PART-II (PRICE BID)

Tender Notice No. OMD/ 03/2016-17

Dated: 20/09/2016

Description of Job

- I. Preparation of draft reply of the show cause notice issued by Department of Steel & Mines, Govt. of Odisha and compliances if required by the department, thereof.
- II. Assisting OMDC officials before Addl. Secretary, Department of Steel & Mines, Govt. of Odisha on 17.10.2016 & subsequent dates thereon if required for hearing of the reply prepared.
- III. Obtaining order of revocation of lapsing and rejection of leases from Department of Steel & Mines, Govt. of Odisha.

| | Amount in Rs. (inclusive of all taxes) | Amount in Words (inclusive of all taxes) |
|-------------------------------|---|---|
| a) Belkundi Iron & Mn. Mines | | |
| b) Bhadrasai Iron & Mn. Mines | | |
| c) Bagiaburu Iron Mines | | |
| Total (Rs.) | | |

[Rupees only]

Signature of the Tenderer with Seal

- (ii) The L₁ Bidder will be evaluated on the basis of lowest total rate quoted in the Price Bid.
- (iii) In case of difference between figures in word and number, the figure in words will prevail.

UNDERTAKING

To

The Business Head,
M/s. The Orissa Minerals Development Co. Ltd;
At/P.O- Thakurani
Dist - Keonjhar (Odisha)

Dear Sir,

Ref: **Your Tender Notice No. OMD/03 /20 16-17 dated: 20/09/2016**

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer with Seal

Encl: **List of documents:**

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