

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprises)

P.O – Thakurani, Via- Barbil – 758 035, Dist – Keonjhar (Odisha)

Telephone No. : 06767 -275530, 275218, 276131

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

CHAPTER –I

TENDER NOTICE

Tender Notice No: OMD/Mines/Pers./ 03/ 2018-19

Dated 31/07/2018

Sealed Tenders are invited from interested & experienced agencies to carry out the job of “Snake Control measure” at Thakurani colony and Hospital of OMDC Limited, near- Barbil, District-Keonjhar (Odisha)”.

SALIENT FEATURE OF THE BID

Sl.No	Particulars	Detailed of Tender
1	Bid Enquiry No.	OMD/ Mines/Pers./03 /2018-19 Dated 31 / 7/2018
2	Name of the work	Snake Control Measure colony and Hospital of OMDC
3	Cost of Bid Document	Rs. 105/- (Rupees one hundred five only inclusive of GST)
4	Earnest Money Deposit	Rs.3,000/- (Rupees three thousand only)
5	Availability of tender Documents	Office of the Manager. Manager (Finance) , OMDC, Thakurani & from www.birdgroup.co.in
6	Date of Issue of Bid Documents	To 01/08/2018 Time 12.00 Noon.
7	Date of Submission of Bid Documents	Up to 16/08/2018 , Time 3.30 pm
8	Date of Opening of Technical Bid	On 16 / 08/2018 , Time 4.00 pm
9	Date of Opening of Price Bid	To be intimated later on after technical evaluation.
10	Period of Contract	3 months from issuance of LOI/Work Order/Agreement..
11	Validity Period of Bid	90 (Ninety) Calendar days

The Tender documents can be obtained from office of the Manager (Finance), The O.M.D.Co.Limited, P.O-Thakurani, Via – Barbil, Dist –Keonjhar (Odisha) on payment Rs. 105/- (Rupees One hundred five only) in cash or from of Demand Draft drawn on any Nationalised bank favouring “The O.M.D.C.Limited” and payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.co.in and in such a case; the cost of tender document in shape of demand draft should be submitted at the time of submission of the tender document.

All other terms & condition shall remain the same as stipulated in the Tender schedule of the aforementioned Tender Notice.

Sd/-

BUSINESS HEAD

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprises)

P.O – Thakurani, Via- Barbil – 758 035, Dist – Keonjhar (Odisha)

Telephone No. : 06767 -275530, 275218, 276131

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

CHAPTER –II

SCOPE OF WORK

Sealed Tenders are invited from interested & experienced agencies to carry out the job of “Snake Control measure” at Thakurani colony and Hospital of OMDC limited, near- Barbil, District- Keonjhar (Odisha)”.

Scope of Work: The scope of work shall include the following-

1. Snake Chemical and Powder

- i) 32 quarters of new colony, 11 nos. of Bungalows, 20 nos. B-type quarter, GET Hostel, Office and Hospital of Thakurani
 - ii) Snake control measure operation for 10-15 days.
 - iii) The effect of the Chemicals against Snake control must be existence for the period of a 4 months, otherwise any fault occurred, repetition of work to be done by the agency within the contract value at free of cost. No extra payment shall be made by the company to thr agency for the additional work.
 - iv) Necessary Chemical and Powder are required for the above operation will have to be arranged by the agency.
- .
2. The Chemicals and Powder are to be used for the above work should be have approved Specification/norms/etc. of the appropriate legal/regular authority.
 3. Safety of the employees and that of environment shall given utmost priority while executing the above work.
 4. The agency shall maintain a log-book mentioning the places covered under the above execution of Snake control measure operation. The log-book should have to be counter signed by the employees whose quarter had been taken.
 5. The above work shall be carried out the supervision of Dy. Manager (Personnel) of OMDC.
 6. In case non performance/ poor service during the period of the job, the company reserves the right to terminate the contract at any point of time by giving one month notice.
 7. Contract Period: The contract shall be for a period of 10-15 days.
 8. Date of commencement: 2018 or as be mentioned in the letter of Intent / Agreement.

9. Earnest Money Deposit: Cheque, Bonds, Guarantee Bonds and Govt. Securities (Stock Certificate, Bearer Bonds, Promissory notes and Cash certificates) will not be accepted towards the earnest money and no interest will be paid on EMD.

Earnest Money shall be refunded to the unsuccessful bidders immediate after final evaluation of the tender.

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

10. Security Deposit: Recovery of Security deposit @ 5% of the value of the work done shall be made by OMDC on the Gross value of the Monthly Bill of the successful bidder.

The security deposit shall be refunded to the agency after the end of defect liability period of 30 days from the date of completion/termination of contract on production of certificate from Dy Manager (Personnel) that the agency has satisfactory performed his obligation, whatsoever under this contract.

11. Technical Bid Evaluation :

Eligibility Criteria –

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidence in support of the followings:-

i) Experience in carrying out the works as specified in the Clause no. 1 of chapter- II i.e. Scope of Work or similar type of works in other reputed Companies/Firms/Organizations during last 3 years. To this effect, the bidder must submit an experience certificate along with the tender documents.

The above experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender.

ii) Proof of payment made to OMDC towards Cost of Tender Document of Rs. 105/-

iii) Earnest Money Deposit (EMD) of Rs. 3,000/- (Rupees Three thousand only) in shape of Demand Draft drawn on any nationalized bank favouring “The Orissa Minerals Development Company Limited; payable at Barbil, Dist- Keonjhar (Odisha).

iv) Commercial pest control license issued by appropriate Govt. Authority.

(II) Other Criteria –

The bidder has also to submit the following document in support of his credentials-

- i) 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.
- ii) Declaration to the effect that the bidder has carefully read the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender as per Annexure -1
- iii) Copy of PAN card.
- iv) Copy of GST Registration Certificate.
- v) RTGS details i. e. Bank A/c No., IFSC code, etc.

Note: 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.

12. Price Bid Evaluation :

The bidders are required to quote the rates as per the "Price Bid" format without GST/Service Tax. Service tax thereon if applicable shall be paid on the actual as per applicability. The rate accepted shall remain firm and fixed the contract period with effect from date of issue of Work Order and no escalation of rate shall be allowed during such period.

Transportation cost of manpower and materials shall have to arrange by the agency.

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.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid taking into aggregation of all the items.

13. Work Schedule & Maintenance of Record/Log-Book:

- i) Work schedule: The successful bidder will draw a work schedule of each activity indicating the Snake control measure operation to be carried out along with the time schedule. The work schedule is to be drawn in consultation with the OMDC nominated officer and approved by the Business Head, OMDC.
- ii) Maintenance of Record/ Log-Book:- The successful bidder will maintain the records of the works performed for each day and place through a log-book. These log-books are to be verified and signed by the Dy. Manager (Personnel) on daily

basis. In case of any irregular/defect noticed, action shall be taken as per applicable rule.

14. Payment Terms: The payment shall be released through RTGS on monthly basis on submission of bill. The agency needs to submit the details of Bank A/c, Branch, IFSC code, etc for enabling OMDC to release the payment through RTGS.

Further, the agency has to submit the bill duly certified by the concerned department/controlling officer along with the log-book. The log-book shall also contain the signatures of the concerned employees residing at the Snake control measure..

Then the bill will be verified & Certificated by Dy. Manager (Personnel.) and then to Finance Department for consideration of payment.

15. Schedule of Payment: Within 7 days from the date of submission of bill.

16. Tax deduction: GST and other taxes as applicable shall be deducted at source at the rate prescribed in tax Act and / or any other relevant Act from the gross value of bill.

17. Penalty.

If the agency fails to complete the Snake control measure within the stipulated time as mentioned in the scope of work, necessary liquidated damages for a sum equal to ½% of the value of work done per week of delay shall be recovered from the bills subject to a maximum of 10% of value of work done. No Liquidated damage is applicable if the completion period of the work gets extended beyond the stipulated period of the contract due to no fault of the contractor. Decision of Business Head, OMDC will be final & binding on both the parties in this regard.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprises)
P.O – Thakurani, Via- Barbil – 758 035, Dist – Keonjhar (Odisha)
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. 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 conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
2. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 7 days from date of issue of LOI (Letter of Intent).
3. The rates in the Tender shall cover all statutory duties/ taxes/ levies, as applicable on date of opening of the Tender, excluding GST /Service Tax.
4. Any request from the bidder in respect of addition, alternations, modifications, corrections etc. in their terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. If the bidder withdraws his Tender after opening of the Tender, but before the expiry of the validity period of the Tender, the Earnest Money shall be forfeited.
5. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/ execution. Any complaints in this regard after submission of offers shall not be entertained.
6. Acceptance of Tender will be intimated to the successful bidder by a Letter of Acceptance (LOA) to be followed by the Agreement.
7. Conditionals bids not adhering to Tendered terms & conditions are liable to be rejected.

8. The bidder will have to seal and sign all the pages of Tender documents as token of its acceptance.
9. Statutory and other Obligation on the part of the Contract:
 - a. During the period of the Contract, if any, Govt. dues or other dues under whatsoever Act/Attachment/Notice related to the Agency may be received by the Company; the same shall be realised from the Agency's bill.
 - b. Taxes, dues, levies etc. including local taxes if imposed by the Local Government bodies on or before the date of the Tender shall be borne by and paid by the Agency and these should be included in his rates. Any statutory taxes/ dues/ levies which are levied after the date of the Tender, shall be reimbursed to the successful bidder on production of such documentary evidence as per applicability.
 - c. Regarding GST/service tax, **the bidders needs to exclude the same while submitting their offers.** GST/Service tax thereon if applicable shall be paid on the actual as per applicability.
10. Work order may be placed by OMDC on one party or more one than party on basis of L-1 quotation. The bidder may be required to explain/ justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuse to co-operation in this regard, they will not be considered for participating in the re-tendering, if order/ contract are not finalized from the present Tender.
11. The work shall have to be executed as per the programme and instructions of Business Head/ Concerned Officer-in-charge.
12. The successful bidder shall at own cost provide necessary housing accommodation to his employees/workmen. If any accommodation is made available to the agency by OMDC, then necessary rent as per existing policy will be recovered from the bills. However, it will not be obligatory on the part of the company to provide accommodation to the agency's staffs/workers.
13. **Tender submission** : The bidder shall submit the Tender in 2(Two) parts consisting of Part-I (Techno-commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft in favour of OMDC, payable at Barbil and the same is to be put in a separate envelope duly sealed and super scribed with the word: Earnest Money deposit & Cost of Tender document".

All the 3 (three) envelopes containing Part –I, Part-II, Earnest Money & Cost of Tender shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of Opening of Technical Bid and address 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 prescribes above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.

Tender not received in prescribed form will be liable to be summarily rejected.

Condition Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tender will be received up to **3.30 P.M on 16.08.2018** and will be opened on the same day at 4.00 P.M in the presence of bidder or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/ E-mail/Telephone.

Bidders should indicate their Bank A/c details for making payment through RTGS/NEFT.

The tender document shall have to be signed by the bidder in each page and terms & conditions must not be altered, falling which, the tender will be rejected.

14. Tender Opening Date & Time:-16.08.2018 at 4.00 P.M.

15. Period of Validity: The Price quoted by the bidder shall remain valid for a minimum period of 90 days from the date of submission of the Tender.

16. Default: The performance of agency will be considered unsatisfactory if:-

- a) The agency does not attend the work as per contract.
- b) The agency does not carry out the instruction of the concerned officer.
- c) The agency is found consistently irregular in reporting to concern authorities.
- d) The agency incurs loss to the company in any of the activities.
- e) The agency does not maintained discipline at the work.

17. Modification of Contract: The Company reserves the right to make any modification/ alternation in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s).

18. Exit Clause: Both the parties have right to exist from this contract/agreement by servicing notice in writing of at least ninety days. However, they will continue to liable for the work done during the contract period even after contract period. In case of no observance of any statutory law/guideline, if the company is held responsible by any authority, the agency will be indemnify the company which may forfeit the Security Deposit/ Earnest Money Deposit if the liability are not met by the agency.

19. Arbitration: Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Sourav

Abasan, 2nd Floor, AG -104, sector –II, Salt Lake City, Kolkata -700091 and his decision in the matter will be final and binding on the agency and company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.

Note: The Court of Keonjhar & High Court, Cuttack (Odisha) will have the jurisdiction to address any unsettled dispute.

20. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different bidders without assigning any reason thereof.
21. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the agency without any claim of loss by the agency.

SIGNATURE OF THE BIDDER WITH SEAL& DATE

UNDERTAKING

To
The Business Head
The Orissa Minerals Development Company Limited.
At/P.O.- Thakurani
Via – Barbil- 758 035
Dist.- Keonjhar (Odisha)

Ref: TENDER NOTICE NO. OMD/Mines/Pers./03/2018-19 DATED. 31 /07/2016

Sub: Snake Control measure” at Thakurani colony and Hospital of OMDC Limited, near
Barbil, District- Keonjhar (Odisha).

Dear Sir,

In response to the tender invited by you I/we examined the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction 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 forfeited of the earnest money/ security money deposit lodged with company.

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

I/we enclosed herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**

Annexure -II

DECLARATION BY THE BIDDER

To
The Business Head
The Orissa Minerals Development Company Limited.
At/P.O.- Thakurani
Via – Barbil- 758 035
Dist.- Keonjhar (Odisha)

Ref: TENDER NOTICE NO. OMD/Mines/Pers./03/2018-19

DATED. 31/07/2018

Sub: “Snake Control measure” at Thakurani colony and Hospital of OMDC Limited,
near Barbil, District- Keonjhar (Odisha).

Dear Sir,

In response to the tender invited by you I/we examined the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction 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 forfeited of the earnest money/ security money deposit lodged with company.

I/we enclosed herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender schedule
- ii) Part-I, Techno Commercial Bid
Part-II, Price Bid.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprises)
P.O – Thakurani, Via- Barbil – 758 035, Dist – Keonjhar (Odisha)
Telephone No. : 06767 -275530, 275218, 276131
Regd. Office: Sourav Abasan, 2nd Floor, AG – 104, Sector-II, Salt Lake City, Kolkata – 700091

PART – I

TECHNO-COMMERCIAL BID: CHECK LIST

Ref: TENDER NOTICE NO: OMD/Mines/Pers./03/2018-19

DATED: 31/07/2018

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no. Fax no, E-mail)		
Please tick (v) mark as applicable		Enclosed	Not Enclosed
3	Cost of Tender document for Rs. 105/-		
4	EMD of Rs. 3,000/-		
5	Experience Certificate within last 3 years		
6	Copy of commercial pest control license		
7	Documents as per Clause -11(i) & (ii)of Chapter- II(Scope of Work)		

CERTIFICATE TO BE GIVEN BY THE BIDDER:

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 acquitted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC

SIGNATURE OF THE BIDDER WITH SEAL& DATE

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprises)
P.O – Thakurani, Via- Barbil – 758 035, Dist – Keonjhar (Odisha)
Telephone No. : 06767 -275530, 275218, 276131
Regd. Office: Sourav Abasan, 2nd Floor, AG – 104, Sector-II, Salt Lake City, Kolkata – 700091

PART – II

PRICE BID

Ref: TENDER NOTICE NO. OMD/Mines/Pers./03/2018-19

DATED. 31/07//2018

Sl.No	Snake Control measure Operation	Total Amount without GST.
1	Chemical	
2	Powder	
TOTAL		

(In word

.....
.....)

N.B:

- 1) The L-1 offer will be evaluated on the basis of the above quoted Total Value. Value in words is final for evaluation.
- 2) **GST** shall be paid extra as per actual at the time of payment.

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**