

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A Govt. of India Enterprise)**

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

**Telephone No. : 06767-276110, 275218, 276131**

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

**TENDER DOCUMENT FOR  
ENGAGEMENT OF AN AGENCY FOR**

**Preparation of required documents, plans, Online  
application and obtaining Forest clearance (FC) from MoEF  
& CC for entry and drilling bore holes in forest area of  
Brahmani Coal Block, Talcher, Odisha.**

Name & Address of the Bidder :

Money Receipt No.....

Dated ...../...../ 2018

Cost of Tender Paper: Rs. 1050/- (Rupees one thousand fifty only)

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**At/P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)**  
**Telephone No. : 06767-276110, 275218, 276131**  
**Regd. Office: Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City,**  
**Kolkata-700 091**

**TENDER NOTICE**

**Tender Notice No.: OMDC/Mines/G&E/03/2018-19 Date: 16/11/2018**

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
No. OMDC/Mines/G&E/03/2018-19 Date: 16/11/2018	1. Preparation of required documents, plans, Online application to MoEF & CC, Govt. Of India and obtaining Forest clearance (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha.	3.00pm of 10/12/2018.

The Tender documents can be obtained from the office of **Manager (Fin.), The O.M.D. C. Ltd., At/P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment of Rs.1050 (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) & in 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**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**AT/P.O. Thakurani, Via- Barbil-758035, Dist. - Keonjhar (Odisha)**  
**Telephone No. : 06767-276110, 275218, 276131**  
**Regd. Office: Sourav Abasan, 2nd Floor, AG-104, Sector-II,**  
**Salt Lake City, Kolkata-700091**

## CHAPTER-I

### NOTICE INVITING TENDER

**Tender Notice No.: OMDC/Mines/G&E/03/2018-19 Date: 16/11/2018**

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

Interested bidders may obtain further information from the office of the General Manager (Geo. & Env't.) of **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 the Manager (F), **THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-ODISHA,** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost. Bidding Document will be available for sale on all working days from 11 Hrs (IST) to 17 Hrs (IST) against Cash payment during 16.11.2018 to 12 Noon of 10.12.2018 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.1050/- (Rupees 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). & in CPP Portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidders shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website ([www.birdgroup.co.in](http://www.birdgroup.co.in)), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of "**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**" and payable at Barbil.

### **3. PRE-BID CONSULTATION:**

The bidders are free to join pre-bid consultation to be held on 3.00 PM on 10/12/2018 in the office of the General Manager (Geo. & Env.), of The OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarification of 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 5 days before the opening of the bid.**

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

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No.	OMDC/
2.	Name of the Work	Preparation of required documents, plans, Online application to MoEF & CC, Govt. Of India and obtaining Forest clearance (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha
3.	Cost of Bid Document	INR 1050/- (Indian Rupees one thousand fifty only)
4.	EARNEST MONEY DEPOSIT	Rs 50,000/- (Rupees fifty thousand only).The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 07 (seven) months from the date of opening of the Part-I, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to "The Orissa Minerals Development Company Limited" at Barbil.
5.	Availability of Tender Documents	Office of the Manager (Fin.), OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> & CPP portals.
6.	Place & Time Of Pre Bid Consultation.	Thakurani on 3.00 PM on 07/12/2018 in the office of the General Manager (Geo. & Env.), of The, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	During office hours of Manager (Fin.) up to 12 Noon on 10/12/2018.
8	Date of Submission of Bid Documents	3.00Pm of 10/12/2018
9	Date of Opening of Technical Bid	3.30Pm of 10/12/2018.
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation by letter/Fax/telephone/SMS/e-mail in advance.
11	Period of Contract	<b>06 months</b> from issue of Letter of Intent (LOI)/work order
12	Validity Period of Bid	180(one hundred eighty) calendar days from the date of opening of the Techno-commercial bid.
13	Date of commencement of work	<b>Within 07(seven) days from the date of issue of LOI/work order.</b>

#### **BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**At/P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Odisha)**  
**Telephone No. : 06767-276110, 275218, 276131**  
**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II,**  
**Salt Lake City, Kolkata-700091**

**CHAPTER-II**

**Tender Notice No.: OMDC/Mines/G&E/03/2018-19 Date: 16/11/2018**

**1. SCOPE OF WORK:**

Preparation of required documents, plans, Online application to MoEF & CC, Govt. Of India and obtaining Forest clearance (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha.

**Assistance and payment to be provided by OMDC:**

- (i) OMDC will provide certificates and undertakings as per the requirement.
- (ii) OMDC will render necessary assistance during the field inspection by the Govt. officials for processing of the proposals & provide data available with them.
- (iii) All **statutory payments**, if any, required for completion of the work as stated in Scope of work will be made by OMDC. Ltd.
- (iv) OMDC shall authorise successful bidders for obtaining all statutory permissions as envisaged in the tender.

**2. TECHNICAL SPECIFICATION**

**2.1 BASIC AND TECHNICAL INFORMATION**

SI. No.	Name of the	Brahmani
1.	Block Area (Sq.Kms)	13.2 Sq. km (Coal bearing area 7.6 sq.km.) Located to the east of Talcher town separated by Brahmani river course. The block is negotiable from Talcher town by all weather pitch road via Balhar and Sarang and the distance is about 13km. The nearest rail head is Talcher which is 13 km from block. The Pitiri Dadaraghati road passes through the block.
2.	Coordinates	Latitude: 20°56'29," to 20°59'05" N (approx.) Longitude: 85°14'44" to 85°18'53" E (approx.)

3.	Topo sheet No	Survey of India Toposheet No. 73H/1 and 73 H/5
4.	Coal field	Talcher Coal Field
5.	State	Orissa
6.	District	Dhenkanal
7.	Distance to nearby towns	Saranga : 13 Km
8.	Nearest Railway Station	Talcher : 13 Km
9.	Accessibility	The block is negotiable from Talcher town by all weather pitch road via Balhar and Sarang and the distance is about 13 km
10.	Geological Details	Strike: N70°E-S70° W to E-W Dip: 3-5deg. northerly Faults: Three major faults north dipping and 2 minor faults south dipping with throw ranging up to 135m. Two coal seam groups viz Seam I group and Seam II group have been encountered in the block. Each Seam group has been splitted into 3 parts. A net geological reserve of 58.909 Million Tonne (Mt), out of which 0.965 Mt of Proved Category and 57.944 Mt. of indicated category has been estimated.

### **DELIVERABLES**

1. Preparation of required documents, plans, Online application to MoEF & CC, Govt. Of India and obtaining Forest clearance (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha.
2. The successful bidder should submit 2 copies of draft Application each in hard and soft forms (DVD) with all the plans and drawings (to scale).
3. The bidder should submit 03 copies of final Approval each in hard and soft forms (DVD) with all the plans and drawings (to scale).
4. All the clearances at each stage should be obtained from the concerned State/Central Govt. Authorities and submitted to OMDC.

### **3. CONTRACT PERIOD:**

The schedule for completion of various activities is as follows:

<b>Sl. No.</b>	<b>Activity / Deliverables</b>	<b>Completion Time (from Date of Issuance of Work Order/Agreement)</b>
<b>1.</b>	For obtaining Forest clearances (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha.	Six Months from the date of LOI

**Note:-**The time period may be extended with sufficient justification to the satisfaction of the Management of OMDC that the delay is beyond the control of the agency.

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

The expected date of commencement of work will be within 07(seven) days from the date of issue of Work order / Agreement.

#### **5. EARNEST MONEY DEPOSIT:**

Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.50,000/- ( Rupees fifty thousand only) in shape of Demand Draft/Pay Order/Bank Guarantee drawn on any Scheduled/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." Payable at Barbil. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be liable for rejection. The Earnest Money of the successful bidder shall be converted into Security Deposit which bears no interest and shall be refunded within 60 (sixty) days from the date of completion of the job.

**Note:** - Earnest money of the unsuccessful bidder will be refunded through RTGS after finalization of the tender which will be duly intimated. The agency should fill & submit the RTGS form (uploaded in our website [www.birdgroup.co.in](http://www.birdgroup.co.in)) to the Manager (Fin.)

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 Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" in lieu of security deposit. The Small Scale Industries who are registered for the particular trade/item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their provisional/ temporary registration and not registered for the particular trade/Item for which tender is being invited would not be eligible for exemption.



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

Security Deposit @ 10 % of the value of the work done shall be deducted from the running bill raised by the agency in addition to EMD converted to security deposit which will be released within 60 (sixty) days after completion of the total work upon issue of written completion certificate by OMDC.

OMDC will have the absolute right to adjust security deposit in case the agency defaults in carrying out the job as per the scope of work.

## **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:

- 1) Successfully completed forest clearance of exploration of coal block in any one year during the last 3 years ending last day of month previous to the one in which applications are invited in coal (work completion certificate to be submitted).
- 2) Average Financial Annual Turnover during the last three financial years. (i.e. 2015-16, 2016-17 and 2017-18) ending 31.03.2018 should be at least Rs. 30 lacs, Copy of P/L account, Balance Sheet and Income Tax Return to be submitted towards proof of Average Financial Annual Turnover.
- 3) Copy of PAN Card and GST Registration No.
- 4) Status of the bidder should be submitted as regards:-
  - i. Partnership Deed in case of a Partnership firm.
  - ii. Memorandum & Articles of Associations in case of a Limited Company.
  - iii. Proprietorship certificate in case of proprietorship firm.
  - iv. In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:
    - a) The Lead Partner shall be a mining consultant.
    - b) The bidder should furnish a valid Consortium Agreement between the bidder and the consortium partner that fully meets the qualifying requirements.
    - c) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OMDC for any and all obligations and responsibilities arising out of this contract.
- 5) An undertaking, in Bidder's Letter Head is required regarding that the bidder is not blacklisted by any PSU & OMDC at any point of time (enclosed as Annexure-I)
- 6) A declaration is to be submitted that the bidder has carefully read all tender terms & conditions of the tender document (enclosed as Annexure-II)

### **Note:**

The Bidder is required to submit the documentary evidence for meeting the above eligibility criteria. The Bidder may tie up with other agencies and form a consortium for carrying out the complete scope of works. In case the bid is on Consortium basis, the Lead Partner shall be a mining consultant. The bidder should furnish a valid Consortium Agreement between the bidder and the consortium partner that fully meets the qualifying requirements. In such cases

the credentials of the tied up agency/ Consortium partners can be used for meeting the eligibility criteria. The bidder may participate with the technical and financial support of its Parent Company or its Group Company. In such cases the credentials of the Parent Company or its Group Company can also be considered for meeting the eligibility criteria, provided the Bidder submits a letter of comfort / support letter from the Parent Company or its Group Company duly signed by the Authorized Signatory. The letter of comfort / support letter shall be valid till the completion of the works. The successful bidder shall submit a Board Resolution from the Parent/Group Company to confirm the same after issuance of Work Order and before signing of the contract agreement.

## **7. Fixed Price**

The rates and prices quoted by the Contractor shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. If quantum of work varies by 20% or even more the same rate shall be applicable for the additional/ decreased work indicated by OMDCL. In case of additional award of work, over and above the awarded quantum of work, suitable additional time shall be given for completion of work. In case the work decreases up to 20% or even more, the payment shall be made for actual work done at the same rate at which work has been awarded, and no additional claim/compensation shall be entertained.

## **8. EVALUATION OF THE BIDS:**

- (i) The Part-I Techno Commercial Bid: Parties, who will fulfil all requisite conditions of eligibility criteria of Chapter-II of this document will be considered as technically qualified and may be considered for opening of Part-II i.e. Price Bid.
- (ii) The bidders are required to quote their price both in figures & words in the PRICE BID format enclosed as Annexure-III of the Tender Schedule (Part-II). The bidders are required to quote their Total price (Exclusive of Service Tax). Price Bids of the bidders, whose Techno-Commercial bids are technically qualified, will be opened in the presence of the bidders or their authorized representatives on a scheduled date and time which will be intimated in advance through Letter/Fax/Telephone.
- (iii) **The L-1 bidder will be evaluated on the basis of lowest quoted Total Price mentioned in the Price Bid.**
- (iv) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

## **9. AWARD OF CONTRACT:**

- (i) The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (ii) 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 of any cost, charges, expenses incidental to or

incurred by him through or in connection with the preparation and submission, without assigning any reason whatsoever.

- (iii) OMDC also reserves the right not to accept the lowest offer (L-1).
- (iv) Award of contract shall be made at the absolute discretion of OMDC.
- (v) The agency awarded, shall be required to execute an agreement within the time specified in the letter of intent (LOI)/Work Order.
- (vi) The agency should submit the performance guarantee in case of very low quoted Rate.

#### **10. WORK SCHEDULE:**

The agency will formulate and submit a work schedule along with a time schedule of completion of the work as per the contract period in consultation with the Business Head, OMDC, Thakurani.

#### **11. SUBMISSION OF BILLS:**

The bills in triplicate mentioning LOI/Work Order No. & date etc. shall be submitted to the in-charge of the Planning & Geology department who shall forward the same to Business Head for consideration of payment.

#### **12. PAYMENT TERMS:**

- (i) All payments shall be made through e-payment.
- (ii) OMDC shall deduct 10% of the each bill raised towards Security deposit which shall be refunded after completion of the whole work upon granting completion certificate by OMDC.

The payment terms shall be as follows:

- (A) 20% of the quoted price will be paid after preparation of FDP and uploading of the proposal in MoEF & CC site generating the acknowledgement slip.
- (B) 30% of the quoted price will be paid after final recommendation of the proposal by RCCF to CCF (Nodal).
- (C) 50% of the quoted price will be paid after obtaining the final approval (Forest Clearance) for entry and drilling bore holes in forest area of Brahmani Coal Block

#### **13. INSURANCE**

Insurance cover for the equipment deployed and men employed shall be the responsibility of the Contractor. Failure to take insurance shall attract penalty recovery from the Contractor as deemed fit and decided by OMDC.

**14. WORK AND SAFETY REGULATIONS:**

The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at 'SITE'. The Contractor shall be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Client as it may deem necessary.

**15. FACILITIES**

CLIENT shall provide documents, data and information necessary to the extent possible. The Bidder shall arrange at his cost for accommodation and local transport in and around the project Site/Talcher for all the personnel engaged for this work. CLIENT shall not provide any residential accommodation to the Contractor.

**16. 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

**17. SCHEDULE OF PAYMENT:**

Within 15 days from the date of submission of bill.

**18. PENALTY:**

- a. In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement, OMDC may at its discretion, impose upon any or all of the following penalties:
- b. Cancellation of LOI/Work Order/Agreement.
- b. Forfeiture of Earnest Money / Security Deposit.
- c. Recovery of extra cost incurred by the company for getting the work done through other sources by forfeiture of Earnest Money/Security Deposit.
- d. Recovery from any of the other present/future pending bills of the Bidder.
- e. Blacklisting of the Bidder.

In the event of agency's failure to carry out the assigned job within the stipulated period or within such extended period, OMDC will have the right to impose a penalty @ Rs.500/- per day for delay for each activity subject to a ceiling of 10% of the contract price for each activity.

OMDC shall have the right to get the left-over job done by other agency and the additional cost, if any, will be debited to their account proportionately in respect of corresponding job.

The EMD / SD of the agency shall be liable to be forfeited in such case of failure to complete the job within stipulated period or within such extended period (as approved by the Competent Authority).

**BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A Govt. of India Enterprise)**

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

**Telephone No. : 06767-276110, 275218, 276131**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> 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, 2<sup>nd</sup> 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, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.

## 2. 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.

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 4<sup>th</sup> (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Manager (Finance) of The Orissa Minerals Development Company Limited, AT/PO: Thakurani, VIA: Barbil, Dist: Keonjhar , Odisha.

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) of The Orissa Minerals Development Company Limited, AT/PO: Thakurani, VIA: Barbil, Dist: Keonjhar , Odisha.

However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected.

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

Tenders will be received up to 3.00 P.M. on 10.12.2018 and will be opened on the same day at 3.30 P.M. in the presence of bidders or their authorized representatives.

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

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

OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

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

2.1 Full information shall also be given by the Bidder/ Tenderer in respect of the following:

**a) In case of Partnership firms:**

- 1) The names of all partners and their addresses.
- 2) The financial status of the firm and its partners.
- 3) Previous experience of the firm and its partners.
- 4) Self-attested copy of Partnership Deed.
- 5) Self-attested copy of latest annual audited profit & loss statement.
- 6) Self-attested copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority.
- 7) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**b) In case of Companies:**

- 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies and Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto.
- 3) Names and particulars, including addresses of all the Directors.
- 4) Previous experiences of Company and Directors in similar project as well as work.
- 5) Relevant credentials with Reference list.
- 6) A Self-attested copy of latest annual report.
- 7) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

**c) In case of Consortium:**

- 1) A copy of the agreement, duly notarised, entered into by the Consortium members.
- 2) All members shall furnish:
  - a) Nature of business carried out by the members individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.
  - b) Names and particulars, including addresses of all the Directors.
  - c) Previous experiences of the Companies and the Directors in similar project as well as work.
  - d) Relevant credentials with Reference list of the Consortium as well as its individual members.



e) With respect to the Company which is a member of the Consortium, a self attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities; and similar documents under the provisions of the relevant Foreign Law.

f) With respect to a partnership firm which is a member of the Consortium, a self attested copy of "Certificate of Registration" as a firm, issued under Indian Partnership Act, 1932, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities and similar document under the provisions of relevant Foreign Law.

g) A Self-attested copy of latest annual reports.

h) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

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

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representative on 10.12.2018

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course through Letter/Fax/Telephone.

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

### **4. VALIDITY :**

The validity of the offer shall be for **180 (One hundred eighty)** days from the date of opening of the Techno-commercial bid.

### **5. TERMINATION OF CONTRACT:**

In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the agency. In such eventuality, the agency will have no claim for the cost he/they might have incurred for taking up the work and the cost of the work he/they have incurred by that time and the work may be rescinded.

### **6. RISK PURCHASE:**

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

**7. PRICE ESCALATION:**

The rate accepted shall be firm and fixed during the tenure of contract and no escalation shall be allowed in normal situations. However, the decision of Business Head shall be final and binding on both the parties in this regard.

**8. STATUTORY COMPLIANCE:**

Agency will have to carry out the necessary statutory compliance required for the job.

**9. FORCE MAJURE CLAUSE:**

If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), OMDC shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the contractor. On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence (s) within 7 days of occurrence(s) stating therein -

i) The date of occurrence(s) of Force Majeure disability.

ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

**Note: The Court of Bhubaneswar will have the jurisdiction to address any unsettled dispute.**

**10. DAMAGE TO OMDC PROPERTIES:**

The agency shall be fully responsible for any loss / damage that may be caused to the documents of OMDC, and the agency is fully liable to reimburse to OMDC, the cost of such damages. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

**11. ILLEGAL GRATIFICATION:**

If the bidder is found to be involved in any illegal gratification during the currency of the contract, the entire bid is liable for rejection

**12. 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 Business Head, OMDC.

**13. ASSIGNMENT:**

The work order under this Tender Notice is not assignable or transferable in full or in part by either party.

**14. LAWS GOVERNING THE WORK ORDER:**

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

Chapter-I, Chapter-II and Chapter-III will be integral part of the tender document/agreement.

**15. LEGAL CAPACITY OF THE TENDERER:**

The agency shall satisfy OMDC that his organisation is competent and authorised to submit tender and/or to enter into a legally binding Contract with OMDC. 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.

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, OMDC 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.

**16. ARBITRATION:**

Any dispute or difference under or arising out of or in respect of the work order shall be referred to the Director of the OMDC Ltd., AG-104, 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. The arbitration shall be carried out as per Arbitration Act, 1996 & rule made there under as amended from time to time. 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 Bhubaneswar only.

**17. COUNTER OFFER:**

Any offer of the agency(s) which stipulates deviations from the terms & condition stipulated in the tender schedule will be treated as counter offer and may be liable for rejection.

**18. INTEGRITY PACT:**

The tenderer are required to fill the integrity pact format and submit along with the bid documents. The successful tenderer has to sign and submit the "Integrity pact" a provided in Annexure-IV along with the Techno-commercial bid. Non- signing of the integrity pact will lead to the cancelation of the contract at the cost of the contractor and the company will forfeit the EMD.

**19. OTHER CONDITIONS:**

- (i) Interested Parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.
- (ii) The Agency shall have to make his own arrangement for travelling, boarding, lodging etc. to the Site including visit to the connecting office.
- (iii) The Company (OMDC) shall not provide any accommodation to the agency.
- (iv) No advance payment to the agency will be entertained by OMDC.
- (v) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (vi) In case, the agency 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 forfeit the earnest money of the agency and the cost of the work he/she would have done by that time and work may be rescinded.

**Sd/-**

**BUSINESS HEAD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

**(A Govt. of India Enterprise)**

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

**Telephone No. : 06767-276110, 275218, 276131**

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

**PART-I**

**TECHNO-COMMERCIAL BID: CHECK LIST**

**TENDER NOTICE NO: OMDC/Mines/G&E/03/2018-19**

**DATE: 16/11/2018.**

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
<b>Please tick (✓) mark as applicable</b>		<b>Enclosed</b>	<b>Not Enclosed</b>
3	Cost of Tender document for Rs. _____/-		
4	EMD of Rs. _____/-		
5	Documents in support of Experience.		
6	Undertaking for non black listed/debarred by any PUSU or OMDC		
7	Income Tax, PAN Card, GST Registration		
8	Status of the Bidder		
(i)	Partnership Deed in case of a Partnership firm		
(ii)	Memorandum & Articles of Associations in case of a limited company		
(iii)	Proprietorship certificate in case of proprietorship firm		
(iv)	In case the bidder is a consortium companies the requirements furnished in the Point No. 6 of Chapter-II, eligibility Criteria should satisfied by the bidder.		
9	Declaration by the bidder that the bidder has carefully read all tender terms and conditions of the tender document.		

**DECLARATION BY THE TENDERER**

To  
The Business Head,  
The Orissa Minerals Dev. Co. Ltd.  
At/P.O. Thakurani  
Via : Barbil – 758 035  
Dist. Keonjhar (Odisha)

Tender Notice No.:

Dated:

Sub:

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC.

**SIGNATURE OF THE**

**BIDDER WITH SEAL & DATE**

**UNDERTAKING**

To

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

Dear Sir/Madam,

TENDER NOTICE NO: OMDC/Mines/G&E/03/2018-19 DATE: 16/11/2018

**Sub:**

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

**Annexure-III**

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

**PART- II**

**PRICE BID**

**Ref:** TENDER NOTICE NO: OMDC/Mines/G&E/03/2018-19    DATE: 16/11/2018

<b>Sl. No.</b>	<b>Work Description</b>	<b>Amount (in Rs.) (in figure)</b>	<b>Amount (in Rs.) (in word)</b>
1.	Preparation of required documents, plans, Online application to MoEF & CC, Govt. Of India and obtaining Forest clearance (FC) for entry and drilling bore holes in forest area of Brahmani Coal Block, Talcher, Odisha.		
<b>Total</b>			

**N.B: N.B:-** (i) The L-1 bidder will be evaluated on the basis of lowest quoted total rate in the Price Bid at Part-II, Annexure-III exclusive of applicable GST.

(ii) The price should be exclusive of applicable GST, which will be paid by OMDC on submission of proof towards payment of GST.

(iii) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

Any processing fees, if applicable, for payment to relevant Govt. Authority, will be paid by OMDC on submission of proper challan /original receipt.



