

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City,
Kolkata-700091

CHAPTER - I

TENDER NOTICE

Sealed Tenders are invited from interested & experienced agencies for "Maintenance of Security services at OMDC"(company's premises – AG-104(2nd floor),BD- 447 and FD-373) Kolkata-700091.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMDC/Admin/SS/11/2017-18 , Dated :14/11/2017
2.	Name of the Work	Maintenance of Security Services at OMDC, Head Office with other two premises BD-447 & FD-373 , Saltlake, Kolkata.
3.	Cost of Bid Document	Rs.300/- (Rupees three hundred only)
4.	Earnest Money Deposit	Rs.35,000/- (Thirty five thousand only)
5.	Availability of Tender Documents	Manager (Admin.), OMDC, Head Office, Kolkata (033-4016-9238) and web site: www.birdgroup.co.in , & CPP portals.
6.	Date of Issue of Bid Documents	On 15/11/2017 to 30/11/2017 up to 12.00 Noon (Only Working days)
7.	Date of Submission of Bid Documents	Up to by30/11/2017 3.30 pm
8.	Date of Opening of Technical Bid	On 30/11/2017 at 4.00 pm
9.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
10.	Period of Contract	02 (two) years. May be extended for 1 more year
11.	Validity Period of Bid	90 (Ninety) calendar days

The Tender documents can be obtained from office of the Manager (Admin.), The O.M.D.C. Limited, Head Office, Kolkata on payment of Rs.300/- (Rupees three hundred only) in cash or in form of Demand Draft drawn on any nationalized bank favouring The O.M.D.C. Limited, Head Office, Kolkata.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.gov.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 technical bid.

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

GENERAL MANAGER (PERS.)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)
Head 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 for deployment of Security personnel on contractual basis at OMDC, Head Office AG-104(2nd floor), with other two premises BD-447 & FD-373 , Salt Lake City, Kolkata as per following details:

1. General Description of Scope of Work:

The contractor shall deploy security personnel at company's premises situated at AG-104(2nd floor), BD-447 and FD-373, Salt Lake City, Kolkata as follows:

PROPOSED SECURITY DEPLOYMENT

PLACE OF DEPLOYMENT	Security Guard without Arm (in numbers)	TOTAL (in numbers)
Head Office at AG 104 (2 nd floor) Salt Lake.	06	06
Company's premises at Salt Lake (BD-447)	03	03
Company's premises at Salt Lake (FD-373)	03	03

2. Duties and responsibilities of the Agency & Security Personnel

- a) The duties of Security Personnel comprise of:-
- i) Security and safety of the company's property & personals.
 - ii) Prevention of theft & pilferage of company's property.
 - iii) Extinguishing of Fire hazards.
 - iv) Checking of materials and Vehicles at the Gate.
 - v) Personal search and search of belonging of Workmen and other persons.
 - vi) Protect the company's property from sabotage and damage.
 - vii) Checking Gate passes and tokens.
 - viii) Prevent unauthorized entries and taking of photograph in our premises.
 - ix) Collection of intelligence.
 - x) To assist Police & off law enforcing agencies in respect to law and order, natural calamities and other exigencies of work.
 - xi) To monitor the operation of close circuit T.V. and take corrective actions, if any, towards their notice in respect to the parties as the case may be.
 - xii) To lodge report with local police for any unlawful activity committed or duly committed against property or person of the company.
 - xiii) To report about irregularities against the interest of the company to the superior authorities from time to time.
 - xiv) Any other duties as may be assigned by the management from time to time.
- b) The above deployment may be decreased or increased by the Management of the company as per requirement.
- c) The Agency should provide well trained staff in the Uniforms as per requirement of the company.
- d) The Agency shall provide uninterrupted security services round the clock at all specified security check posts for whole month and as required by the Management from time to time.
- e) The detailed work to be carried out by the agency shall be intimated by the management from time to time.
- f) The Agency should ensure that the Security Personnel do not divulge any secret of the

company or indulge in any activity which is prejudicial to the interest of the company. The shall not be member of any union and take part in any Union activities.

- g) The Security Agency shall ensure that its personnel are polite, courteous, well mannered, honest and healthy.
 - h) The Security Agency shall comply with all the rules, laws and regulations applicable in respect of personnel deployed by it to OMDC Ltd., Kolkata.
 - i) The Security Personnel engaged by the Security Agency shall be fully responsible for any theft, burglary, fire or any other eventuality cause in damage or loss to the OMDC and any loss/damage in spite of precautions taken by the Security Agency would be the responsibility of Agency.
 - j) Security Personnel should be conversant with fire fighting equipment and their operation. They will be responsible for fire fighting operation during and after office hour on working day as well as on holiday.
 - k) The Security Agency's Workers shall not enter into any unlawful activity within the OMDC office premises and shall maintain good moral character and decent behavior.
 - l) No body will be allowed to stay in the office except the Staff of Security Agency on duty.
3. **Period of Contract:** The contract period shall be valid for a period of two (02) years which may be extended as per the performance of the security agency and date of commencement work shall be as notified.
4. **Date of Commencement of work:** It may be mentioned in the Letter of Intent/Work Order/Agreement.
5. **Earnest Money Deposit:**

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.35,000/- (Rupees Twenty-five thousand) only in shape of Bank draft/Pay order drawn on any Schedule/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." payable at Kolkata. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest.

Cheques, Bonds, Guarantee Bonds and Govt. Securities (Stock Certificates, Bearer Bonds, Promissory notes and cash certificates) will not be accepted towards the earnest money and no interest will be paid on EMD. NSIC & MSMEs Certificate holders shall be exempted from paying EMD & Cost of Tender documents.

Note:- Earnest money of the unsuccessful bidder will be refunded after award of the contract.

6. **Security Deposit:**

(a) Company will deduct @10% of the gross wage bill of each monthly bill of the contractor towards security deposit for payment of labour dues on account of Bonus, compensation, leave wages on termination etc. OMDC will have absolute authority to retain and adjust the same for above purpose.

(b) 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 Head of Personnel Department that the agency has satisfactorily performed his obligation, whatsoever under this contract.

7. **Eligibility Condition:**

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the following documentary evidence along with the Techno-Commercial bid:

- i) The Agency shall possess valid license for deployment of security guard.
- ii) The Agency shall have 3 years experience in deployment of Security personnel during last 5 years ending 12.11.2017.
- iii) The Agency shall enclose a copy of P.F. return submitted to R.P.F.C.
- iv) Agency should have average financial annual turnover of at least Rs. 10,00,000/- during last 3 years ending 31.03.2017. Copy of Profit/Loss Account ,Balance Sheet or Income Tax Return submitted towards proof of annual turnover.
- v) The Agency must submit a copy of the PAN card.
- vi) If the Agency is a partnership firm, a copy of the registered Partnership deed shall be enclosed.
- vii) If the bidder is a limited company, the Articles of Association and Memorandum of Association (two copies) shall be submitted If the bidder is a proprietary Firm, the Name of the Proprietor, Name of the Father, Permanent Address and Present Address shall be mentioned.
- viii) Earnest Money deposit of Rs.35,000/- in shape of Bank draft/Pay order drawn on any Schedule/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." payable at Kolkata.
- ix) Rs. 300/- towards cost of tender document.
- x) The Agency shall have valid employee PF / ESI registration no.

8. Evaluation

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representative at time and date as given in Chapter – I.

Part – II i.e. Price Bid of the Bidders whose Techno-Commercial Bids are technically qualified will only be opened afterwards in presence of their authorized representatives on a suitable date and time; which will be intimated to the technically eligible bidders in due course through Letter/Fax/Telephone. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfillment of all other terms and conditions of the tender. 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 figures and words, then the amount quoted in words will be considered for evaluation.

The bidders are required to quote the rates per head, monthly rates for their workers (Security Guards) separately in given “Price Bid” format. These rates should be inclusive of minimum wages rates as notified by the West Bengal Government.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid.

9. Award of Contract

(a) The Company reserve the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

(b) 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 tenderers 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.

(c) 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.

10. Payment Terms:

(a) Payment shall be made through RTGS on submission of necessary details of Bank A/c No., IFSC code, Branch, etc.

(b) The agency shall submit the monthly bills in triplicate. The bill should 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. After necessary verification, the Head of the Personnel department shall forward the same to Finance Department for consideration of payment.

Note: Submission of P.F. deduction statement, deposit challan & attendance sheet is a must for release of payment.

11. **Schedule of Payment.** Within 30 days from the date of submission of bill.

12. **Tax Deduction.** Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

13. Penalty

(a) The company shall be at liberty to deduct and appropriate from Security deposit such penalties towards default may be payable by the agency as per this contract. In case of termination of the contract by the agency, the company shall have right to forfeit the Security Deposit and /or EMD.

(b) If the contract work is found unsatisfactory, the company reserve the right to get the work done from the market at the risk of cost of the agency. The amount spent shall be recovered from the agency's bill, Security Deposit retained by the company.

(c) Pro-rata deduction will be made for any shortfall in deployment as per contract rate and a penalty of Rs.300/- per man-day will be levied.

N.B. Total number of Security Personnel to be engaged in job shall be average 30 days
(To be treated as full days in a calendar month).

14. SPECIAL CONDITIONS

1. The Security Agency while making payment to its Security Personnel will also give a Pay Slip duly signed by its representative giving details of Payments made and deduction for EPF & ESI etc.
2. The Security Guards will wear proper uniform on duty and will be smartly turned out always. Security Guards with dirty and / or mutilated uniform will not be permitted in any case.
3. On special occasions VIP's visit to the OMDC Office and large gathering of candidates of OMDC, the Security Agency will provide additional no's of Security Guards, as may be demanded, for casual /specified duty, on short notice wherever required.
4. In case of Ex-service man, the Security Agency will provide necessary documentary proof to the OMDC.
5. The Agency shall quote the rates per head, monthly rates for their workers separately and these rates should be inclusive of minimum wages rate as notified by the West Bengal Government.
6. The Agency shall at his own cost providing housing accommodation to his employees.

SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City,
Kolkata-700091

CHAPTER - III

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 techno-commercial and price bid) 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) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- h) **OMDC:** OMDC means "The Orissa Minerals 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.

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 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to General Manger(personnel), The OMDC Ltd., AG-104,Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City,Kolkata-700091 .

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 is to be deposited in the Tender box in the office of the General Manager(personnel) OMDC, AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091.

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 3.30 P.M. on 30/11/2017and will be opened on the same day at 4.00 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.

3. Opening Of Tender:

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representative at 4.00PM on 30/11/2017.

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 Tender and the prices quoted shall be deemed to remain valid for a period of 90 days from the date of opening of Techno-Commercial Bid. In case of Tenderer revoking or withdrawing/ cancelling his Tender or varying any term in regard thereof during the validity period of the Tender, without the written consent of OMDC, the Tender submitted shall be liable for rejection and the OMDC shall forfeit the Earnest Money paid by the Tenderer along with the Tender.

5. Duration of shift: The duration of shift shall be as follows:

- i) First shift : 10 pm to 6 am (Night Shift)
- ii) Second shift : 6 am to 2 pm
- iii) Third shift : 2 pm to 10 pm

6. Escalation:

If there is any increase / decrease in minimum wages as per State Government Notification, The Company shall increase / decrease the rates as per Notification per month in the basis of (New Rate – Old Rate x 30 days x No of head employed x 1.35 (fringe benefit). **(Rate means per day basis)**

7. Statutory Obligation on the part of the Agency:

(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, duties, 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 / duties / 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.

8. Provident Fund/ESI and Other Statutes:

(a) The agency has to obtain his own PF code/ESI 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 ESI Act 1948 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. The agency shall ensure payment of wages to the engaged personnel by them every month.

(b) 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 or a debt payable by the contractor.

9. Compliance with Statutes

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.

10. FORCE MAJEURE CLAUSE:

- (a) If at any time during the existence of this W.O./LOI either party is unable to perform whole or in part any obligation under the Contract or delays the performance under the Contract owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, 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 Agency shall be relieved of the responsibility for performance of the Contract 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.
- (c) Either party shall be relieved of the responsibility of performance of the W.O./LOI 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 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.

11. DAMAGE TO OMDC PROPERTIES:

The agency shall be fully responsible for any 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.

12. 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).

13. Exit Clause.

Both the parties have right to exit from this contract/agreement by serving 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 nay 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 liabilities are not met by the agency.

14. 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.
- (f) The agency fail to comply with any act or statue related to the work.

15. Legal & Miscellaneous Obligation of the Agency/Contractor.

- The 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. In this regard, agency has to take necessary insurance covering the security staff engaged by them regarding Personal Accident and workmen's compensation not less than an amount of Rs 1.00 (One) lakh rupees.
- The 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 contractor shall at his own cost provide housing accommodation to his employees and the company shall be under no obligation to provide such accommodation. 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.
- 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) 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 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.
- With regard to execution of this work, the contractor shall abide by the direction of Security in-charge / Head of Personnel.
- The 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 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 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.

16. General Conditions

1. This agreement is entered into on a principal to principal basis. Nothing in this agreement creates any other relationship between OMDC and The Security Agency including any relationship or Partnership, Agency, Trust, Joint Venture or otherwise.
2. The Security Agency shall in no case, sub contract / assigned the services, which it is required to perform under this agreement, assigned to any other agency or person prior written permission from the OMDC.
3. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 5 days from date of issue of LOI (Letter of Intent).
4. The rates in the Tender shall cover all statutory duties / taxes / levies, as applicable on date of opening of the Tender, excluding Service Tax.
5. Any request from the bidder in respect of additions, alternations, modifications, corrections etc. in either 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.
6. The agency shall be liable for all compensation that may arise for any accident, death, injury, etc. caused by or during the operation of the job.
7. 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.
8. Acceptance of Tender will be intimated to the successful bidder by a Letter of Acceptance (LOA) to be followed by the Agreement.
9. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
10. The work shall have to be executed as per the programme and instructions of concerned officer-in-charge.
11. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different bidders without assigning any reason thereof.
12. 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.

17. 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:
- i) The High Court at Kolkata and /or District Court at Barasat will have the jurisdiction to address any unsettled dispute.
 - ii) No claim on arbitration will be entertained in regard to facts which party is supposed to ascertain before participating in the tender.

SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY

Annexure-I

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (A Govt. of India Enterprise) Head Office, Sourav Abasan, 2 nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091
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PART-I**TECHNO-COMMERCIAL BID: CHECK LIST**

Ref: TENDER NOTICE NO: OMDC/Admin/SS/11/2017-18 Dated: 14.11.2017

Sl. No.	Particulars to be given with Documentary proof by the Secretary Agency / Firm	Status (to be filled by the Security Agency/Firm)enclosing therewith Copy of proof.
1.	Name of the Security Agency / Firm Address of the Agency (Registered Office, Telephone No, Fax No & e-mail ID)	
2.	Year of Incorporation of the Firm/Agency (Attested copy of certificate of Registration should be enclosed)	
3.	Length of experience in Years / Details of experience of having provided Security Services in Govt. /Semi. Govt./reputed organization (List with names, designation & telephone numbers of the authority should be enclosed)	
4.	Cost of Tender Document	
5.	Copy of valid license for deployment of Security Guard	
6.	Annual Turnover of the firm/Agency in Lakhs of Rupees	
7.	Employee P.F. Registration No. (Attested copy should be enclosed)	
8.	ESI Registration No. (Attested copy Should be enclosed)	
9.	PAN No. (Attested copy Should be enclosed)	
10.	GST registration Number	

Sl. No.	Particulars to be given with Documentary proof by the Secretary Agency / Firm	Status (to be filled by the Security Agency/Firm)enclosing therewith copy of proof.
11.	Type of Establishment whether Govt./ Semi Govt. / Limited / Private Limited/ Private.	
12.	An EMD in the shape of Demand Draft No. _____ dated _____ drawn on s _____ for Rs. 35000/- (Rs. Thirty five thousand only) in favour of "The Orissa Minerals Development Company Limited" payable at at Kolkata is enclosed.	

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 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 Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No

Annexure-II

<p style="text-align: center;">THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (A Govt. of India Enterprise) Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091</p>

PART-II

PRICE BID

Sub: Maintenance of Security Services at OMDC Head Office(AG-104, 2nd Floor) with other two premises BD- 447 & FD-373 , Salt Lake, Kolkata-700091.

Ref: Tender Notice No. OMDC/Admin/SS/11/2017-18

Dated: 14.11.2017.

1. Name & address of the Agency / Firm:

2. Rate:

Sl. No	Category	Heads	Rate quoted per head per month (In Rs.)	Total amount (In Rs.)
1.	Security Guards without arms	12		
2.	GST as applicable	-		
3.	Total Contract rate per month			

In words:

(Rupees _____)

N.B.: The above rates should be inclusive of wage rates notified by the State Govt. & workers dues like. P.F, ESI, other statutory benefits & Service Charges etc.

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No

DECLARATION BY THE BIDDER

To
The General Manager
The Orissa Minerals Development Company. Ltd.
Sourav Abasan, AG-104, Sector -II, Salt Lake City
Kolkata-700091

Ref: TENDER NOTICE NO.: OMDC/Admin/SS/11/2017-18, Dated: 14.11.2017

Sub: Maintenance of Security Services at OMDC Head Office with other two premises
BD-447 & FD-373 , Saltlake, Kolkata-700091.

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 forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No

DECLARATION BY THE BIDDER

To
The General Manager
The Orissa Minerals Development Company. Ltd.
Sourav Abasan, AG-104, Sector -II, Salt Lake City
Kolkata-700091

Ref: TENDER NOTICE NO.: OMDC/Admin/SS/11/2017-18, Dated: 14.11.2017.

Sub: Maintenance of Security Services at OMDC Head Office with other two premises
BD-447 & FD-373 , Saltlake Kolkata-700091.

Dear Sir,

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

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

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No