

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 “Annual Maintenance Contract of EPABX system (Model No. BP250) at OMDC Head Office” (company’s premises – AG-104(2nd floor), Kolkata-700091).

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMDC/Tech-HO/01/2019/01/I , Dated :28.01.2019
2.	Name of the Work	Annual Maintenance Contract of EPABX system (Model No. BP250) at OMDC Head Office (company’s premises – AG-104(2 nd floor), Kolkata-700091.
3.	Availability of Tender Document	Sr.GM (T&P), OMDC, Head Office, Kolkata (033-4016-9200) and web site: www.birdgroup.co.in , & CPP portal.
4.	Date of Issue of Bid Documents	On 28/01/2019 to 04/02/2019 (Only Working days)
5.	Date of Submission of Bid Documents	Up to 04/02/2019 up to 3.30 P.M.
6.	Date of Opening of Techno-Commercial Bid	On 04/02/2019 at 4.00 P.M.
7.	Date of Opening of Price Bid	To be intimated later on after Techno-Commercial Bid evaluation
8.	Period of Contract	01 (one) years
9.	Validity Period of Bid	90 (Ninety) calendar days from the opening of Techno-Commercial Bid

The tender documents can also be downloaded from company website i.e. www.birdgroup.co.in & CPP Portal.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further corrigendum / addendum if any will made available in company website i.e. www.birdgroup.co.in & CPP Portal.

Chapter-I, Chapter-II and Chapter-III shall form the integral part of the tender document.

Sr.GM (T&P)

CHAPTER – II

1. SCOPE OF WORK

Sealed Tenders are invited from interested & experienced agencies for “Annual Maintenance Contract (AMC) of EPABX system (Model No. BP250) at OMDC, Head Office” (company’s premises – AG-104(2nd floor), Kolkata-700091.

- A. Maintenance: Preventive maintenance 04(four) times in a year including one time in every 3(three) months. Service call can attended within 24 to 48 working hours after call logging.
- B. Spare Support: - All spares installed in EPABX system will be covered under the AMC. Spare support will be provided for all failures of cards and operator console.
- C. Repairing of all telephone sets (Digital, Analog and DECT) and checking & maintenance of telephone line.

2. Contract Period:

The contract period shall be valid for a period of one (01) year from the date of issue of Work Order. The contract period is extendable for a further period of one more year at the same terms & conditions on satisfactory completion of job. The extension will be at the sole discretion of OMDC.

3. Date of Commencement of Job: It may be mentioned in the Work Order.

4. 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 have 3 years experience in maintenance of EPABX (Model No. BP250) system during last 5 years ending 04.02.2019.
- ii) Agency should have average financial annual turnover of at least Rs. 1,00,000/- during last 3 years ending 31.03.2018. Copy of Profit/Loss Account, Balance Sheet or Income Tax Return submitted towards proof of annual turnover.
- iii) The agency must be authorized by OEM maker for maintenance of EPABX (Model No. BP250) in Kolkata region.
- iv) The Agency must submit a copy of the PAN card.
- v) If the Agency is a partnership firm, a copy of the registered Partnership deed shall be enclosed. If the bidder is a limited company, the Articles of Association and Memorandum of Association shall be submitted. If the bidder is a proprietary Firm, the Name of the Proprietor and documents in support of proprietary Firm to be submitted.
- vi) The Agency must submit copy of GST No.
- vii) A declaration is to be submitted that the bidder has carefully read all terms and conditions of the tender document and is fully satisfied and accepted all terms and condition of the tender as per undertaking format enclosed as Annexure-II.
- viii) 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 (enclosed as Annexure-III).
- ix) The agency should have corporate office/branch office at Kolkata.

Note: Startups MSEs enterprises will be given relaxation in prior Turnover and prior experience on production of documentary evidence.

5. Evaluation of the Bids

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.

The Bidders who submitted all the documents mentioned in the clause Eligibility Condition of Chapter-II of the tender will be considered as technically qualified and considered for opening the Price Bid.

The Price Bid 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/e-mail. 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 L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid.

6. **Award of Contract**

- (a) 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.
- (b) 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.

7. **Payment Terms:**

- (a) The agency shall submit the quarterly bill in triplicate after completion of each quarter (3 months).
- (b) Payment shall be made through RTGS/NEFT on submission of necessary details of Bank A/c No., IFSC code, Branch, etc.
- (c) The GST will be paid extra to the agency as applicable on submission of documents towards proof of payment of taxes.

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

9. **Tax Deducted at Sources.**

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.

10. **Penalty**

In case of breakdown EPABX (BP250) agency shall immediately rectify the same i.e., within 2 days to the satisfaction of the user, a penalty of Rs. 200 per day shall be levied for the delay beyond two days till such time of the repair is carried out.

SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY

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.

All the 2 (two) envelopes containing Part - I, Part – II, shall be put in a 3rd (third) envelope duly sealed, super scribed with Tender Notice No., Name of the job, and addressed to Sr.GM(T&P), The OMDC Ltd., AG-104,Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City,Kolkata-700091 .

Tender not submitted with Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders are to be deposited in the Tender box in the office of the Sr. GM (T&P), 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 04/02/2019 and 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/e-mail.

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 4.00 P.M. on 04/02/2019.

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

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.

5. **Price Escalation:**

No Price Escalation.

6. **FORCE MAJEURE CLAUSE:**

- (a) If at any time during the existence of this Work Order 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 fire 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 advise 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 Work Order 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.

7. **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.

8. Legal capacity of the Tenderer.

- The agency 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 agency must immediately bring it to the notice of the Sr.GM(T&P) 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. 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.

9. 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, 2nd Floor, AG-104, Sector-II, Salt Lake City,
Kolkata-700091

PART-II

PRICE BID

Sub: Annual Maintenance Contract (AMC) of EPABX system (Model No. BP250) at OMDC Head Office" (company's premises – AG-104(2nd floor)), Kolkata-700091.

Ref: Tender Notice No. OMDC/Tech-HO/01/2019/01/I

Dated:28.01.2019.

Sl. No	Category	Rate quoted per year (In Rs.)(In figure) (Exclusive of GST)	Rate quoted per year (In Rs.)(In word) (Exclusive of GST)
1.	Annual Maintenance Contract (AMC) of EPABX system (Model No. BP250)		

Note:

1. In case there is any discrepancy between figure and word, then the amount quoted in word will be considered for evaluation.
2. The L-1 offer will be evaluated on the basis of the lowest quoted rate in the Price Bid.
3. The GST will be paid extra to the agency as applicable on submission of documents towards proof of payment of GST.

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 Sr. General Manager (T & P)
The Orissa Minerals Development Company. Ltd.
AG-104, 2nd Floor Sourav Abasan, Sector -II,
Salt Lake City, Kolkata-700091

Ref: TENDER NOTICE NO.: OMDC/Tech-HO/01/2019/01/I, Dated: 28.01.2019

Sub: Annual Maintenance Contract (AMC) of EPABX system (Model No. BP250) at
OMDC Head Office” (company’s premises – AG-104(2nd floor), 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.

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 Sr. General Manager (T & P)
The Orissa Minerals Development Company. Ltd.
AG-104, 2nd Floor Sourav Abasan, Sector -II,
Salt Lake City, Kolkata-700091

Ref: TENDER NOTICE NO.: OMDC/Tech-HO/01/2019/01/I, Dated: 28.01.2019.

Sub: Annual Maintenance Contract (AMC) of EPABX system (Model No. BP250) at
OMDC Head Office” (company’s premises – AG-104(2nd floor), 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.

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