

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, B A R B I L

(A Govt. of India Enterprise)

TENDER DOCUMENTS

FOR

**INVITATION OF QUOTATION FOR PAINTING OF SUPPORTING
STRUCTURE OF OVERHEAD WATER TANKS AT O.M.D.C. NEW COLONY,
THAKURANI.**

TENDER NOTICE NO.- OMDC/ WS/TENDER/18-19/001.

DATED 09.04.2018

Name of Tenderer.....

Address of Tenderer.....

.....

.....

Signature of the Issuing Officer

Signature of the Tenderer

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275530, 275058, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-
700091

CHAPTER – I

Tender Notice

Tender Notice No.- OMDC/ WS/TENDER/18-19/001

Dated: 09.04.2018

1. Sealed tenders are invited in the prescribed format from the experienced agency/firm having valid and up-to-date GST registration number for carrying out the painting of supporting structure of overhead tanks at OMDC New colony, Thakurani.
2. The agency shall carry out the job as per the scope of work as mentioned in Chapter- II.
3. The non-transferable tender documents can be obtained from the office of the Sr. Manager (Engg), Thakurani on free of cost on any working day on or before 12Noon **Dated 23.04.2018** during business hour. The tender documents can also be down loaded from our website www.birdgroup.co.in.
4. In case of downloaded tender, the bidder has to submit an undertaking on the company's letterhead that, no amendments have been made in the tender document downloaded from co's website.
5. The tender shall be submitted to the Sr.Manager (Engg),The OMDC Co Ltd, Thakurani, Barbil, Keonjhar, Odisha on or before 3.30 pm of Dated 23.04.2018 and same will opened in the presence of the tenderer or their authorised representatives at 4.00pm on **23.04.2018** in the office of the Sr.Manager (Engg.), At/Po: Thakurani, Via- Barbil, Dist.- Keonjhar (Orissa).
Note: -(Bids received after 3.30 pm cannot be accepted and liable for rejection.)
6. The interested agencies are advised to contact personally with the Sr. Manager (Engg.) to familiarize themselves with the nature of works.
7. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.
8. The validity of the offer shall be for 90 days from the date of opening of the Tender.
9. Bidders are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - I.
10. All other terms and conditions are stipulated in the tender document/schedule.

Business Head
OMDC LTD.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
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CHAPTER – II

1. SCOPE OF WORK:

- a. Washing of structure
- b. Cleaning of structure
- c. Primer painting of complete structure
- d. Enamel Painting (Two coats) of complete structure

OMDC's SCOPE: Following materials shall be supplied by OMDC-

- i) **Synthetic enamel paint (Grey)-65 ltrs**
- ii) **Red oxide primer -45 ltrs**
- iii) **Tarpin -25 ltrs**

2. CONTRACT PERIOD:

The period of work shall be for 45 days from the date of issue of LOI/Work order

3. ELIGIBILITY CONDITION:

In order to qualify in the tender, the tenderer must produce the following documentary evidence.

- 3.1** The agency must submit the experience certificate for carrying out similar type of jobs.
(Existing agencies and enlisted agencies are not required to submit the experience certificate)
- 3.2** Photocopy of PAN Number
- 3.3** The firm should be registered under GST. (Proof to be attached)
- 3.4** An under taking, in company /firm's letter head is required regarding that the party is not debarred/blacklisted by any PSU and OMDC at any point of time as per undertaking format attached as per (Annexure-I).
- 3.5** A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure-I).

4. OTHER TERMS AND CONDITIONS:

- 4.1 The agency has to arrange tools and implements of his own.
- 4.2 The agency shall inspect the site and satisfy himself before submitting the tender.
- 4.3 The amount of any loss or damage of the machinery due to mishandling/ carelessness shall be deducted from his bill.
- 4.4 The job shall be done as per the guidance of our engineer concerned.
- 4.5 The agency shall be held responsible for any death, injury/accident caused to his personnel during the work.
- 4.6 The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission/ tender opening shall be given for this reason.
- 4.7 L.D Clause- The job should be completed within 45 days from the acceptance of the order, otherwise penalty @ 0.5% per week of the order value will be charged for delayed period subject to maximum ceiling of 05% of order value.
- 4.8 The rate quoted by the agency shall remain firm and fixed for the whole contract period and no escalation of rate will be made during the contract period.
- 4.9 There shall be no employee employer relationship between the persons engaged by the agency and M/S O.M.D.C. Ltd. The persons engaged by the agency shall be directly under his employment.
- 4.10 Termination of contract- In case the bidder does not fulfill any condition or failed to execute the work as per the terms and conditions the contract will be terminated.
- 4.11 Each page of the tender schedule must be signed by the tenderer before submission; otherwise the tender will be treated as invalid.
- 4.12 Warranty-The tenderer has to give warranty for 03 months for workmanship of the job done , if some problem arises during warranty period the same has to be done free of cost.
- 4.13 Security Money- Refundable amount of Rs 3000.00 will be deducted from the bill of the agency as security money against warranty of 03 months.

Sd/-

BUSINESS HEAD

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CHAPTER – III
GENERAL CONDITION

1. DEFINATION:

- a) **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents
- b) **Tender:** Tender means the work to be performed according to the tender documents submitted by the tenderer for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the tenderer.
- d) **Techno-commercial Bid:** Techno-commercial Bid means documents regarding legibility 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 contractor.
- 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:** Contractor means the person or society, firm, company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Minerals Development Company Ltd.” A company incorporated in India and having its registered office at Sourav Abasan, 2nd floor, AG-104, Sector-II, Salt Lake City, Kolkata-700 091

- i) **Employer:** Employer means OMDC
- j) **Competent Authority:** Competent Authority means MD or any designated officer by the MD.
- k) **Taxes:** Taxes as imposed by Government from time to time

2. SUBMISSION OF TENDER:

The Tender shall be submitted to the Sr. Manager (Engg.), The Orissa Minerals Development Company Limited, At/P.O. - Thakurani near Barbil, Dist- Keonjhar (Orissa) on or before 3.30 P.M of Dated 23.04.2018.

3. (A) OPENING OF TENDER:

The Tender shall be opened on 23.04.2018 at 4.00 P.M in the office of the Sr.Manager (Engineering). The Orissa Minerals Development Company Limited, At/P.O. - Thakurani near Barbil, Dist- Keonjhar (Orissa) in the presence of the tenderers or their accredited representatives.

(B) EVALUATION OF THE BIDS:

The tender shall be evaluated on the basis of submission of requisite documents as in support to qualify themselves. The lowest offer (L-1) bidder among the qualified bidders shall be awarded the work.

4. Award Of Contract

4.1. The lowest (L-1) bidder accepted by OMDC, shall be awarded the work.

- 4.2 The company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.
- 4.3. Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- 4.4. OMDC also reserves the right not to accept the lowest offer and to divide the work to more than one party/ parties.
- 4.5. OMDC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

5. PAYMENT & SETTLEMENT OF BILLS:

Bills in triplicate mentioning order no. and date shall be raised on completion of work after duly certified by the concerned engineers and same to be put up to the Sr. Manager (Engg.) for verification, who will forward the same to finance department for consideration of the payment. The agency shall submit necessary bank a/c details for getting payment through RTGS/NEFT.

6. INCOME TAX: Shall be deducted at the prescribed rate as per the income tax act from the gross value of his bill. The agency has to submit the copy of the Income tax Pan Card.

7. EXIT CLAUSE:

Both the parties have the right to exit from this contract/agreement by serving ONE MONTH notice in writing

8. ARBITRATION:

In the event of any dispute or difference between the OMDC & the bidder, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the seller, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Kolkata and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

In case the matter is referred to Arbitration, the bidder shall be relieved of its responsibility if the OMDC does not pay the amount due to bidder or does not fulfill the terms & conditions as agreed to under this Agreement.

Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.

Sd/-

BUSINESS HEAD

UNDERTAKING

**The Business Head
The Orissa Minerals Development Co. Ltd.
At/P.O. Thakurani
Via: Barbil – 758035
Dist. Keonjhar
Orissa**

Ref: Tender Notice No.- OMDC/WS/Tender/18-19/001

Dated : 09.04.2018

**SUB:- INVITATION OF QUATATION FOR PAINTING OF SUPPORTING STRUCTURE OF
OVERHEAD WATER TANKS AT O.M.D.C. NEW COLONY, THAKURANI.**

Dear Sir,

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

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

I/we enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer
With seal and date

Encl: List of documents.

- i) Tender Schedule
- ii) Price Bid

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PRICE BID

Ref: Tender Notice No.- OMDC/WS/Tender/18-19/001

Dated 09.04.2018

SUB: - INVITIATION OF QUATATION FOR PAINTING OF SUPPORTING STRUCTURE OF OVERHEAD WATER TANKS AT O.M.D.C. NEW COLONY, THAKURANI.

Sl no	Description of job	Quantity	Rate (In Rs.)
1	1. Washing the structure. 2. Cleaning the structure. 3. Primer paining 4. Enamel painting (Two Coat)	Lot	
	Total (Inclusive of all taxes, duties & other levies, excluding GST)		

(In Words Rupees.....only)

Note- Applicable GST will be paid to the agency along with their Bill.

I/we confirm that, the above-mentioned rate for the work as prescribed above shall be kept firm during the tenure of the tender i.e. one year.

Signature of the Tenderer
With seal and date

LIST OF DOCUMENTS SUBMITTED:

- | | | | | | |
|----|--|---|-----|---|----|
| 1. | Documents in Support of Experience | : | Yes | / | No |
| 2. | Copy of the PAN Card | : | Yes | / | No |
| 3. | Copy of Goods and Service Tax | : | Yes | / | No |
| 4. | An under taking, in company /firm's letter head Pad
Regarding that the party is not debarred/blacklisted
by any PSU and OMDC at any point of time. | : | Yes | / | No |
| 5. | Each page of the tender schedule has been
Signed by the tenderer before submission | : | Yes | / | No |

Signature of the Tenderer
With seal and date