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 Head Office: Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar, Bhubaneswar-1 (Odisha)

TENDER DOCUMENT FOR MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, NALDA COLONY, BAGIABURU & BELKUNDI MINES.

Name & Address of the Bidder	
Money Receipt No	Dated/ 2025
ost of tender documents: Rs. 1200.	00 in person & Rs. 1350.00 by post including GST.
SIGNATURE OF ISSUING OFFICER	SIGNATURE OF THE TENDER

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

Head Office:Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar, Bhubaneswar-1 (Odisha)

TENDER NOTICE

Tender Notice No.: OMDC/ T/Elect./25-26/001

Dated: 19.04.2025

Sealed tenders in prescribed format are invited from the experienced agencies for maintenance of electrical power house & telephone exchange at Thakurani, Roida, Nalda Colony, Bagiaburu & Belkundi Mines.

TENDER NOTICE	JOB DESCRIPTION	LAST	DATE	FOR
		SUBMIS	SION	OF
		TENDER	DOCUME	NT
OMDC/ T/Elect./25-	MAINTENANCE OF ELECTRICAL POWER			
26/001	HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, NALDA COLONY, BAGIABURU & BELKUNDI MINES.	03.05.2025 at 4.00 PM		D PM

The Tender documents can be obtained from office of the Sr.MANAGER (F), I/C, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) on payment of Rs. 1200.00 in person & Rs. 1350.00 by post including GST in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.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. 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)

P.O. Thakurani, Via-Barbil-758035. Dist.-Keonjhar (Orissa) Telephone No.: 06767-275530, 275058, 276131

Head Office:Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar, Bhubaneswar-1 (Odisha)

CHAPTER-I NOTICE INVITING TENDER

TENDER NOTICE NO: OMDC/ T/Elect./25-26/001

Dated: 19.04.2025

Sealed Tenders in prescribed format are invited from the experienced agencies for maintenance of electrical power house & telephone exchange at Thakurani, Roida, Nalda Colony, Bagiaburu & Belkundi Mines.

1. <u>INFORMATION TO BIDDERS</u>:

Interested bidders may obtain further information from the office of the Manager (Electrical)-HOD,

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 Sr.MANAGER (FINANCE), I/C
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 **21.04.2025**, **9.30 AM to 03.05.2025**, **12.10 PM** against Cash payment or against Demand Draft, Pay Order or Banker's Cheque in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" payable at par at Barbil.

b) The cost of Bidding Document is Rs. 1200.00 in person & Rs. 1350.00 by post including GST.

c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. www.birdgroup.co.in. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The Bidder 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), 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 25.04.2025 at 11.00 AM in the office of the Manager (Electrical)-HOD, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarifying 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 15 days before the opening of the bid.

SALIENT FEATURES OF THE BID :

SI.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMDC/ T/Elect./25-26/001, Dated: 19.04.2025
2.	Name of the Work	MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI, ROIDA, & NALDA.
3.	Cost of Bid Document	Rs. 1200.00 in person & Rs. 1350.00 by post including GST.
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR. 75,000 /- The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 7 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. Central Public Sector Enterprises (CPSEs) under Government of India, State PSUs, and Start up

		MSMEs are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Sr.Manager (Finance)-I/C OMDC, Thakurani & fromwww.birdgroup.gov.in, & CPP portals.
6	Place & Time Of Pre Bid Consultation.	25.04.2025 at 11.00 AM in the office of the Manager (Electrical)-HOD, OMDC Ltd., OMDC Ltd., At/Po- Thakurani, Via-Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	From 21.04.2025 at 9.30 AM to 03.05.2025 at 12.10 PM
8	Date of Submission of Bid Documents	03.05.2025 at 4.00 PM
9	Date of Opening of Technical Bid	03.05.2025 at 4.30 PM
10	Date of Opening of Price Bid	Prior information shall be given through fax, phone, mail or Postal correspondence.
11	Period of Contract	The period of work shall be for 1 (one) years from date of issue of LOI/Agreement which may be extended for another period of 1(One) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC)
12	Validity Period of Bid	120 calendar days from the date of opening of the technocommercial bid.

Sd/-

BUSINESS HEAD

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

Head Office:Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar, Bhubaneswar-1 (Odisha)

CHAPTER-II

SCOPE OF WORK:

DESCRIPTION OF JOB	SCOPE OF WORK
MAINTENANCE OF ELECTRICAL POWER HOUSE, OFFICES, ALL ELECTRICAL INSTALLATIONS AT THAKURANI, ROIDA & NALDA COLONY.	The job involves daily maintenance of electrical power house, office, colony area etc at Roida, Thakurani & Nalda. The Job included excavation and earth work such as preparing pits for erection of poles and equipments, lifting of poles, jungle clearance, watching stores, changing of circuit breakers, cleaning and sweeping of working floor, carrying ladders, climbing poles, replacement of fuses, switching on and off of street lights, collecting materials from stores, construction, maintenance and patrolling of over head lines, construction of substation and maintenance and cleaning of sub-station equipment's, changing transformer oil, filtering oil, taking meter reading, , maintaining records relating to works assigned to him and work incidental thereto or such work as directed by engineer in-charge.
MAINTENANCE OF EPABX SYSTEM AND TELEPHONE LINE-UG AND OH AT THAKURANI.	The job involves daily maintenance of EPABX system and telephone lines in the office, colony area at Thakurani. The Job included rectification faults of EPABX system, EC cards, Power cards, checking and rectification of P&T lines and intercom lines. Rectification of Underground (UG) and Overhead (OH) faults of telephone lines and in computer field.

2. REQUIREMENT OF MAN-DAYS:-

CATEGORY	Minimum Requirement per day	Requirement per month
Semi-skilled Minimum one year experience in excavation and earth work such as preparing pits for erection of poles and equipments, lifting of poles, jungle clearance, watching stores, changing of circuit breakers, cleaning and sweeping of working floor, carrying ladders, climbing poles.	7	210

Skilled	6	184
ITI in Electrical (Wireman/Lineman) having one year		
Experience in operation, maintenance, and		
troubleshooting of LT/HT installations.)		
Skilled	1	26
ITI in Electronics/ Electrical/CS having one year experience		
in operation, maintenance, and troubleshooting of EPABX		
System, telephone lines-UG and Overhead-OH)		

The above requirement of man-days may be decreased or increased by the company as per the requirement.

3. AREA / PLACE OF WORK/OPERATION:

The area / place of work of different Job as mentioned above shall at Thakurani, Roida, Nalda Colony, Bagiaburu & Belkundi Mines area of OMDC. The area / place of work may be modified / changed at the sole discretion of OMDC.

4. CONTRACT PERIOD:

The period of work shall be for 01 (One) years from date of issue of LOI/Agreement which may be extended for another period of 01 (One) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC).

5. DATE OF COMMENCEMENT OF JOB:

The contractor shall commence the work immediately from the date of issue of work order.

6. EARNEST MONEY DEPOSIT:

- 6.1. The Tenderer is required to deposit a lump sum amount of Rs. 75,000.00 as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered.
- 6.2. Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of TheOrissa Minerals Development Company Ltd. Payable at Barbil or a Bank Guarantee for an equivalent amount of EMD from any Nationalized bank/ Scheduled Commercial Banks in the prescribed format (Format enclosed) favoring The Orissa Minerals Development Company Ltd.
- 6.3. In case of BG is given as EMD, it must be valid for a period of 7 months from the tender opening date i.e. 03.05.2025. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the Price Bid/ Finalization of Tender. The EMD amount shall not bear anyinterest. In case the awarded bidder denies accepting the work order /Contract, their EMD shall be forfeited.
 - 6.4. Tender without EMD shall be summarily rejected.

6.5. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

7. SECURITY DEPOSIT (SD)

- 7.1. EMD of successful bidders will be converted into Security Deposit which shall be released after completion and successful execution of contract.
- 7.2. 8% of running bill from every month shall be retained as security deposit which shall be released after completion and successful execution of contract.

8. ELIGIBILITY CRITERIA:

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences along with the Technical Bid in support of the followings:-

- I. The agency must be a valid electrical HT license holder issued by ELBO or any Govt. authority.
- II. Average Annual financial turnover during the last 03 years ending 31st March 2023, should be at least Rs. 14, 51,709.79 (Rupees Fourteen lakh fifty one thousand seven hundred nine & seventy nine paisa only). Copy of Balance Sheet & Profit Loss A/C and Income tax return to be submitted in support of the annual turnover.
- III. GST Regd. Copy (Copy to be submitted)
- IV. PAN (copy to be submitted)
- V. Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per annexure-III
- VI. Earnest Money Deposit (EMD) of Rs. 75,000.00 (Rupees Seventy Five thousand only) in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjahar (Odisha).
- VII. Cost of tender documents is Rs. 1200.00 in person & Rs. 1350.00 by post including GST.
- VIII. Experience: Experience of having successfully executed/completed at least one similar work the value of which is Rs. 24,19,516.32(Rupees Twenty four lakh nineteen thousand five hundred sixteen & thirty two paisa) only during last Five years ending last day of the month previous to the one in which tender issued. Copy of the Work Order/Contract including execution certificate (Work Completed) of the same should be enclosed.

Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.

Similar Work means maintenance of electrical panel Board & house wiring/Over head line/telephone line & EPABX/Computer system etc.

- IX. Undertaking in the agency's letterhead to the effect that the manpower (SKILLED & SEMI-SKILLED) to be supplied by the agency should comply the conditions laid down in the clause 2 of chapter II of tender document as per annexure-IV. The agency should comply the conditions laid down in Electricity Act 2003 and Mines Act 1952.
- X. Startup MSMEs are exempted from Turnover Criteria (The agency must produce valid Provisional Registration Certificate (PRC) to avail startup MSME benefit)
- XI. Startup MSMEs are exempted from Experience Criteria (The agency must produce valid Provisional Registration Certificate (PRC) to avail startup MSME benefit)
- XII. Documents relating to Status of the tender in form of the following
 - Registered Partnership deed in case of a Partnership firm,
 - Memorandum of Association and Article of Association in case of a Limited company,
 - Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed

Note-Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.

XIII. Valid EPF Registration Certificate.

Note: Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

- 9. EVALUATION OF THE BIDS:
 - i. The bidders are advised to quote their composite rate in the format given in Part II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorized representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course. 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.
 - ii. The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value in the Price bid.

10. AWARD OF WORK/CONTRACT:-

- i. The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- ii. Award of contract shall be made at the absolute discretion of Company. 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 of tender.
- iii. Company also reserves the right not to accept the highest offer or to divide the work to more than one successful bidder.

11. SUBMISSION OF BILL

The Contractor will submit duly certified bills in the office of Sr.Manager (Finance), I/C in triplicate after obtaining clearance from concerned engineer after to completion of job on monthly basis. The work done shall be verified and certified by HOD, Electrical and the same to be forwarded to Sr.Manager (F), I/C and Business Head for approval through Head of Personnel. Deductions as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills. Any variation in rates, imposition of new taxes, levies, duties, etc after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

12. PAYMENT TERMS:

Payment will be made through RTGS on the basis of the rates quoted as per Price Bid. The agency will have to submit the details of Bank A/c, Branch, IFSC code, etc. for receiving the payment through RTGS.

Payment shall be released by Finance department as per payment schedule i.e. within 30 days of submission of bills, subject to necessary certification, recommendation, and approval of the monthly bill. Any variation in rates, imposition of new taxes, levies, duties, etc after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

The agency must submit the following documents for release of payment –

- i) Wage-sheet & Muster sheet.
- ii) Copy of PF challans
- iii) Copy of PF returns
- iv) Statement showing details of wages paid to the deployed persons.
- v) Copy of GST (R 1) Return and GST Payment Challan.

The agency shall ensure that the payment of wages to the persons so deployed by it is made by 7th of the succeeding month in presence of Company officials.

Note-1: Submission of P.F. deduction statement, deposit challan, attendance & payment sheet GST (R 1) Return and GST Payment Challan is a must for release of monthly bill payment.

Note-2: Apart from deduction towards Security Deposit @ 8% and recovery of 12% amount towards Terminal Benefits like Bonus, Retrenchment Compensation, Leave wages, etc., which are payable by the contractor to his workers; will also be deducted from the monthly bills of the Contractor in order to meet the statutory obligation as and when fallen due. This withheld amount of Terminal Benefit and security deposit will be released on the written request of the contractor based upon a separate claim as and when fallen due subject to made-up final payment to their engaged workmen as per Act/Rule

The Company will normally settle the bills of the successful bidder within thirty days of the receipt of the bills in Finance Department, after due verification and certification by the Officer-in-charge. Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The successful bidder shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. The successful bidder must submit documentary evidence towards payment of Wages /PF statement/PF deposit challan of the previous month along with current month bill for release of payment. The payment to the Workmen shall however be made by the successful bidder by the seventh day of the month without waiting for the receipt of payment of wage bill from OMDC.

The successful (L1) bidder will be required to make payment of wages etc. to the workmen through bank. The successful (L1) bidder shall submit bank statements in support to such payment immediately on remittance of the funds. In case of any cash payment of wages, the same has to be made in the presence of an authorised representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the successful (L1) bidder which shall be compulsorily maintained and produced by the successful (L1) bidder for inspection at any time by the OMDC officials or their authorised representative. In this connection, the agency shall contact our officer concerned for compilation of all the records/registers in this regard. Proof of submission of PF contribution by the Contractor with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the close of the relevant wages period. The PF statement for each financial year should be submitted by the successful bidder. It is important to note that the payment of wages should be made to the personnel deployed by the successful bidder within the seventh day of the month, succeeding the month for which the wages are payable, without waiting for the receipt of payment of the wage bill from OMDC.

13. SCHEDULE OF PAYMENT

Payment shall be made on the basis of engagement / supply of different categories of workmen in a particular month. The contractor shall raise the bill in triplicate, quoting work order no. date and submitted to the Head of concerned department under whose control the job is performed by the contractor, who shall forward the same to Head of Personnel department on monthly basis. The head of personnel shall forward the bill to finance department of OMDC for consideration of payment. The payment shall normally be made within 30 days from the date of submission of the bills.

14. TAX DEDUCTED AT SOURCE

Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

15. PENALTY

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-

- (a) Cancellation of LOI/Work Order/Agreement in part or full.
- (b) Forfeiture of Earnest Money / Security Deposit / PBG wholly or partly.
- (c) Recovery of extra cost incurred by the company for getting the work done through other sources which may be without notice.
- (d) Blacklisting of the Contractor.
- (e) Recovery from any of the other present/future pending bills of the contractor.
- (f) In relation to non compliance of job as per the requirement indicated in Para-1 of scope of work given in chapter-II, the rate of penalty shall be as under:
 - i) The agency shall engage different categories of workmen for the jobs as depicted in clause no.2 of chapter- II of the tender schedule. On failure of the contractor in engaging less than the required manpower / man days, the company reserves the right to deduct the amount towards less engagement of man power / man days for different categories on pro-rata basis from the bills of the Agency concerned.
 - ii) The total nos. of days to be engaged in job shall be average 30 days (to be treated as full days in a calendar month).
 - iii) However, in case of less engagement of manpower, the penalty amount of Rs.674/- for Semi-skilled and Rs.805/- for skilled will be imposed for absence of per person per shift and deducted from the monthly running bill of the agency.

Sd/-BUSINESS HEAD

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

<u>CHAPTER – III</u> <u>GENERAL CONDITIONS</u>

1. DEFINATIONS:

- a) Tenderer/Bidder: Tenderer/Bidder means an Individual, 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 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 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
- i) Employer: Employer means "The Orissa Minerals 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.
- l) EMD: EMD means Earnest Money Deposit.
- m) S.D.: S.D. means Security Deposit.

2. TENDER SUBMISSION:

2.1 The bidder shall submit the Tender in 2 (two) parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft Bankers Cheque/ Pay Order/ Bank Guarantee in favour of The Orissa Minerals Development Company Ltd. Payable at Barbil and the same is to be put in a separate envelope duly sealed and super scribed with the word "Earnest Money Deposit & Cost of Tender Document".

All the 3 (three) envelopes containing Part - I, Part - II, Earnest Money & Cost of Tender shall be put in a 4^{th} (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Business Head, The OMDC Ltd., At/P.O.- Thakurani, Via - Barbil, Dist. Keonjhar, Odisha, Pin-758 035.

<u>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.</u>

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

The company shall not be liable for any delay in submission of the tender documents due to postal/Courier or any other delay and no extension of date for tender submission / tender openingshall be given for this reason.

Tenders not received in prescribed form 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 4.00 P.M. on 03.05.2025 and will be opened on the same day at 4.30 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/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.

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.

Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

2.2

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.
- 6) 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 accredited representative at time and date as given in Chapter - I

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 180 days from the date of opening of Part-I i.e. Technical 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. Working time & engagement of workmen:

The Contractor / Agency shall ensure regular supply / engagement of different categories of workmen as per the instruction / advice of the Head of Electrical/Personnel department. The working time of different categories of work men for the job shall be in roster duty & 3 shift basis

i.e. (i) A shift 6.00 am to 2.00 p.m (ii) B - Shift 2.00 p.m to 10.00 p.m (iii) C shift 10.00 p.m to 6.00 a.m. The agency shall ensure the engagement / supply of different categories of workmen as per

the proposed requirement mentioned in clause no. 2 of chapter – II of the tender schedule and provide weekly-off as per the provision under law.

6. SIGNING OF AGREEMENT:

6.1 The successful bidder is expected to appear in the office of Business Head/Head of Personnel to sign the contract agreement within 10 days and start the work from the date of issuance of LOI. In case the bidder declines to sign the agreement or to take up the work within stipulated time, in such eventuality, he will not have any such claim on the 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 bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

- 6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/Contract immediately after the Letter of Acceptance (LOA) is issued:
 - a) Copy of detailed LOA duly signed on all pages as a token of acknowledgement of receipt.
 - b) Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
 - c) Permanent Account Number allotted by Income Tax Department.
 - d) Self-attested Photostat copy of Notarised Power of Attorney by the Competent Authority or Board of Director's resolution authorising the individual(s), to sign the contract.
 - e) Self-attested Photostat copy of the Registration under GST, PF Registration Certificate, etc. as applicable.

7. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate/foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities noticedduring execution of assigned job. OMDC shall in such event, give 30 days' notice in writing to the agency.

8. RISK PURCHASE:

In the event of failure to fulfil the contract terms and execution of work as per letter of contract/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 involve therein.

9. PRICE ESCALATION/DE-ESCALATION:

For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen an amount as calculated below on monthly basis will be paid to the contractor or recover from him.

Escalation/De-escalation Amount= [Labour Rate Revised for respective category - Labour Rate as on base date for respective category] x Total no. man days x 1.3431 (including fringe benefit) + the GST.

For the increased amount, the base date will be the date of issuance of work order. However, in case any decrease in applicable rate of minimum wage takes place; the benefit shall have to be passed onto OMDC.

10. STATUTORY COMPLIANCE:

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor 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.

The agency has to obtain his own PF 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 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. 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.

The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

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.

11. FORCE MAJEURE CLAUSE:

- a. If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under this Agreement or delays the performance or the delivery of all or any part quantity of the Product under the agreement is obstructed and/or delayed owing to or resulting from cause or causes beyond the control of bidder and OMDC and the such as acts of God, strikes, go-slow, Plant breakdown, Government elicits or ruling, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the OMDC and the bidder shall be relieved of the responsibility for performance of this Agreement 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 sub clause(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 this Agreement.
- c. Either party shall be relieved of the responsibility of performance of this Agreement 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/ Agreement 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.

12. 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 removing the material bought by him, and the customer 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.

13. ILLEGAL GRATIFICATION:

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of thebidder /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

14. DEVIATION:-

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive and liable for rejection. Any incomplete tender or conditional tender received shall be liable for rejection.

15. MODIFICATION OF CONTRACT:

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

16. ASSIGNMENT:

This Agreement is not assignable or transferable in full or in part by either party.

17. LAWS GOVERNING THE AGREEMENT

- 17.1 The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.
- 17.2 Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

18. LEGAL CAPACITY OF THE TENDERER

The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. 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, the Employer 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.

Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

- a) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.
- b) The offer shall be signed so as to legally bind all members.
- c) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.
- d) The Leader shall be authorised to incur liabilities and receive instructions for and on of behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.
- e) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.
- f) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

19. ARBITRATION

19.1 For agencies other than PSU:-

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 fulfil 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.

19.2 For PSU customers:-

In the event of any dispute or difference between the parties hitherto, 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 .The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996 and PMA Guidelines of DPE vide O.M. No. 4(1)/2011/DPE (PMA)-GL dated 12/06/2013 & dated 24/03/2014.

20. COUNTER OFFER:

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and may be liable for rejection.

21. OTHER CONDITIONS:

- a) 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.
- b) Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

- c) Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.
- d) The contractor shall at his own cost providing housing accommodation to his employees. 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.
- e) OMDC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.
- f) Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- g) The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.
- h) The successful (L1) bidder shall keep proper record of all the documents regarding character antecedents etc. of the workmen engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing workmen, the successful bidder (L1) shall take adequate care that no such person having criminal background/records is employed as workmen. In case any adverse report is found against any workmen deployed by the successful (L1) bidder, such personnel would immediately be removed.
- The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty. The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect. In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.
- j) The successful bidder shall issue Identity Cards duly countersigned by the Officer-In-Charge of the contract to the Workmen, who shall carry the same while on duty. In case, any workman is found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The successful bidder shall strictly abide by the Rules and Regulations enforced by the Company from time to time.

- k) The Bidder along with its associate/collaborators/sub-contractors/sub vendors/consultants/service providers shall strictly adhere to OMDC Fraud prevention Policy displayed on OMDC website http://www.birdgroup.gov.in or other website and shall immediately bring to the notice of OMDC Management through Nodal Officer concerned about any fraud or suspected fraud as soon as it comes to their notice.
- I) The successful (L1) bidder shall provide and bear all the expenses incurred on the following:-
- a) Tools, tackles and implements for carrying out the above electrical maintenance jobs.
- b) Stationery for writing duty charts etc. Not providing the above will amount to not meeting the contractual obligations and therefore the management will be at liberty to take suitable action at the cost of the successful bidder.
- c) Medical treatment to the extent available at the Company hospital will be extended to the workmen engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.

22. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:

- a) The agency/ 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 Headof 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.
- b) The agency/ 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.
- c) The successful bidder shall keep all workmen engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all workmen engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.
- d) 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 bills 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.
- e) The agency/ 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.
- f) With regard to execution of this work, the agency/ contractor shall abide by the direction of Head of Personnel.
- g) The agency/ 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.
- h) In the event of agency/ 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.
- i) In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor 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.
- j) The workmen engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and no employer-employee relationship shall exist between the workmen engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/re-employment of such workmen.

Sd/-

BUSINESS HEAD

Annexure-I

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

Head Office:Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar,

Bhubaneswar-1 (Odisha)

PART-I TECHNO-COMMERCIAL BID

NIT NO: OMDC/ T/Elect./25-26/001

Dated: 19.04.2025

Sub: Maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda...

SL No	PARTICULARS	INFORMATION BY BIDDER
L	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX number	š.
6	The agency must be a valid electrical HT license holder Issued by ELBO or any Govt. authority.	
7	Average Annual financial turnover during the last 03 years ending 31 st March 2023, should be at least Rs. 14, 51,709.79. Copy of Balance Sheet & Profit Loss A/C or Income tax return to be submitted in support of the annual turnover.	
8	GST Regd. Copy	
9	PAN Copy	
10	Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per annexure-	
11	Earnest Money Deposit (EMD) of Rs. 75,000.00 (Rupees Seventy Five Thousand only) in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-	

	Keonjahar (Odisha).	
2	Cost of tender documents is Rs. 1200.00 in person & Rs.	
	1350.00 by post including GST.	
.3	One year experience of having successfully completed	
	include work during last seven years ending last day of	
	the month and must produce documents in support of	
	their credential in the form of certificate issued by the	
	ampleyer Work completion certificate to be submitted	
	towards experience. Similar nature of work includes	
	maintenance of electrical & telephone lines in the	
	office, colony area etc including power house	
	maintenance work.	
14	Undertaking in the agency's letter head to the effect	
14	that the mannower (Skilled and unskilled) to be	
	supplied by the agency should comply the conditions	
	laid down in the clause 2 of chapter II of tender	
	document. The agency should comply the conditions	
	laid down in Electricity Act 2003 and Mines Act 1952.	
	Startup MSMEs are exempted from Turnover Criteria.	
15	Startup MSMEs are exempted from Experience	
16		
	Criteria.	
17		
	the following	
	- Registered Partnership deed in case of	
	a Partnership firm,	
	- Memorandum of Association and	
	Article of Association in case of a	
	Limited company,	*
	- Proprietorship certificate duly certified	
	by a notary in a stamp paper in case of	
	proprietorship firm is to be enclosed	

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-II

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

Head Office: Ground Floor-271, BidyutMarg, Unit-IV, ShastriNagar, Bhubaneswar-1 (Odisha)

PART-II PRICE BID.

NIT NO: OMDC/ T/Elect./25-26/001

1. Name & address of the bidder

Dated: 19.04.2025

Name	& address of the bidder DESCRIPTION OF JOB	TOTAL MANDAYS PER MONTH	RATE PER HEAD IN (Rs.)	Rate quoted per Month (In Rs.) Excluding GST
NO.		A	В	AxB
1	a) MAINTENANCE OF ELECTRICAL POWER HOUSE, OFFICES, ALL	SEMI-SKILLED- 210	674	1,41,540.00
	THAKURANI, ROIDA & NALDA	SKILLED-184	805	1,48,120.00
	b) MAINTENANCE OF EPABX SYSTEM & TELEPHONE LINE-UG AND OHAT	SKILLED-26	805	20,930.00
	THAKURANI.			3,10,590.00
2	SUB-TOTAL FRINGE BENEFITS (PF-13.00%, WAGES-3.20)= 25.82%.	25.82%		80194.34
3	Bonus:	8.33% of 7000/person per month	r	8,163.40
4	Profit Margin + Other Expenses as per tender terms (House rent, Tools & Tackles, & Safety items etc.)			s .
Gran	nd Total (1+2+3+4)		*	

Note:

- L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value in the price i.
- GST will be paid extra as applicable.
- In case there is any discrepancy between figure and word then the amount quoted in word ii. iii. will be considered for evaluation.

Signature with seal of the Tenderer

ANNEXURE -III

UNDERTAKING

To The Business head; The Orissa Minerals Development Company Limited, Thakurani, Keonjhar (Odisha)

NIT NO: OMDC/ T/Elect./25-26/001

Dated: 19.04.2025

Sub:Maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda.

In response to the tender invited by you, I/We have examined the Special conditions, Dear Sir. 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 all 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 with Seal

Encl: List of documents [I] Tender Schedule [ii] Part-I Techno commercial Bid [iii] Part-II Price Bid.

ANNEXURE -IV

UNDERTAKING

To The Business head; The Orissa Minerals Development Company Limited, Thakurani, Keonjhar (Odisha)

NIT NO: OMDC/ T/Elect./25-26/001

Dated: 19.04.2025

Sub:Maintenance of electrical power house & telephone exchange at Thakurani, Roida, & Nalda.

In response to the tender invited by you, I/We agree to supply manpower as per the clause Dear Sir, 2 of chapter II of tender notice and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We also agree comply the conditions laid down in Electricity Act 2003 and Mines Act 1952.

Yours faithfully,

Signature of the Tenderer with Seal

ANNEXURE-V

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

	be in the name	Date:
Ref. Bank Guarantee No.		
0,		
he Business Head,	. Company li	inited
The Orissa Minerals Develo	pment Company Li	disha)
P.O.:-Thakurani, Via- Barbi	, DistReonjinar (O	disting,
Dear Sirs,		under NoM/s (hereinafter called the tenderer) wish to
In accordance with your in	witation to tender	(hereinafter called the tenderer) wish toand you, as a special favour, have agreed to
having its registered / fice	du Oille	special tayour, lidve agreed to
-articipate in the sall tell	del loi	valid
accept an irrevocable and	unconditional Bank	k Guarantee for an amount of
up to	on behalf of the te	enderer in field of tender dep
by the tenderer, as a cond	ition precedent for	participation in the said tender.
		(local
We the	bank at	having our ried of the amount of
address) guarantee and u	undertake to pay im	having our flead office dt_ nmediately on demand by OMDC Ltd, the amount of without any reservation, protest, demur and recourse.
(in	figures and words) v	without any reservation, protest, demur and recourse.
A such damand made t	ov said Purchaser sh	hall be conclusive and smalls
diamento or difference rais	ed by the tenderer.	
dispute of any		rall remain valid up to, if any further a same shall be extended to such required period (no
This guarantee shall be	irrevocable and sh	all remain valid up to had to such required period (no
extension of this quaran	tee is required, the	same shall be extended to such required period (no whose behal
extension on this gard on t	eceiving instruction	e same shall be extended to sach requirements from M/swhose behal
this guaranteeis issued.		
this guaranteers in second		Leitz due and arising unde
	(Name of the Ban	nk), hereby agree that any claim due and arising unde
chall	he enforceable	against our banks
Kolkata/Bhubanes war a	nd they shall honou	ir such demand.
Kolkata/Bhubanes war a	ind they save	this takes on this
· · · · · · · · · · · · · · · · · · ·	the Bank through	n its banker has set its hand and stamp on this
In witness where of	une Daritty time stage.	
20		
		SIGNATURE:
WITENESS		NAME:
SIGNATURE:		DESIGNATION WITH BANKTE
OFFICIAL ADDRESS		

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