

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office:Plot No.271,ground Floor, Bidyut Marg, Shastria Nagar, Unit-IV,  
Bhubaneswar,Odisha-751001

**TENDER DOCUMENT**

**FOR**

**HIRING OF COMMERCIAL LIGHT VEHICLES**

**FOR**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A GOVT. OF INDIA ENTERPRISE)

P.O.THAKURANI, VIA-BARBIL-758035, DIST-KEONJHAR (ODISHA)

TELEPHONE NO.: 06767-275530, 275218,276131

TENDER NO.OMDC/Pers./19/2024-25

DATE: 02.09.2024

NOT TRANSFERABLE

(VISIT US AT [www.birdgroup.co.in](http://www.birdgroup.co.in) )

**COST OF DOCUMENT**

By hand Rs.1, 416/- Inclusive GST

By Post Rs.1, 593/- Inclusive GST

<p><b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b>  <b>(A Govt. of India Enterprise)</b>  <b>P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Orissa)</b>  <b>Telephone No. : 06767-275530, 275218, 276131</b>  <b>Regd. Office: Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,</b>  <b>Bhubaneswar, Odisha-751001</b></p>
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**PART – I**

**TENDER NOTICE**

Tender Notice No.: OMDC/Pers./19/ 2024-25

Dated: 02/09/2024

Sealed Tenders are invited from experienced and bona-fide agencies to provide 06 nos. of commercial light vehicles on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha) not older than January-2024 model.

**SALIENT FEATURES OF THE BID:**

Sl.	Particulars	Detailed of Tender
1.	<b>Bid Enquiry No.</b>	
2.	<b>Name of the Work</b>	To provide 06 nos. of commercial light vehicles on hire basis at OMDC Mines, near Barbil, Keonjhar, Odisha.
3.	<b>Cost of Bid Document</b>	Rs.1,416/- (Rupees one thousand four hundred sixteen only) by hand Rs. 1,593/- (Rupees one thousand five hundred ninety three only) by post
4.	<b>Earnest Money Deposit</b>	Rs.1,05,000/- (Rupees one lakh five thousand only)
5.	<b>Availability of Tender Documents</b>	Office of the Manager (P&W), OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , NIC & CPP portals.
6.	<b>Date of Issue of Bid Documents</b>	From : 05/09/2024
7.	<b>Date of Submission of Bid Documents</b>	Up to: 26/09/2024 Time: 4.30 pm.
8.	<b>Date of Opening of Technical Bid</b>	On: 27/09/2024 Time: 4.30 pm.
9.	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
10.	<b>Period of Contract</b>	1 year from issuance of LOI/Work Order/Agreement, which may be extended for further 1 year.
12.	<b>Validity Period of Bid</b>	180 (One hundred eighty) calendar days w.e.f. date of opening of the technical bids.

The Tender documents can be obtained from office of the Manager (P&W), The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) on payment Rs.1,416/- (Rupees one thousand four hundred sixteen only) 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.co.in](http://www.birdgroup.co.in) from 05.09.2024 to 26.09.2024 (up to 4.30 PM) 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.

The Bidder is expected to examine all instruction, forms, specification terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

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

**Sd/-  
BUSINESS HEAD**

## THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

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### PART – II

### SCOPE OF WORK

Sealed Tenders are invited from experienced & bona-fide agencies to provide 06 nos. of commercial light vehicles on hire basis for day to day work of OMDC as per following details:

1. **Scope of Work:** The commercial light vehicles shall be deployed at the 3 (three) mines of OMDC i.e. Thakurani, Roida & Belkundi and will be at the disposal of Company's designated officials.

The details regarding number, type and duty hours of each vehicle are mentioned as below:

Sl. No.	Type of Vehicle	Number of Vehicles	Duty Hours Per Day
1	Bolero Neo N10	01	12 hours
2	Bolero SLE/Suitable SUV	02	12 hours
3	Bolero SLE/Suitable SUV	03	24 hours

**Note :**

- The above numbers of vehicles are indicative, which may be increased or decreased as per requirement and accordingly, pro-rata payment will be considered.
- For engagement of the vehicles beyond the specified duty hours, proportionate payment shall be considered.
- Further, the agency will be paid for the number of days served during a month. Any shortfall in service will be reduced proportionately.
- If any day the agency will provide additional P.O.L, proportionate payment shall be considered.

2. **Contract Period:** The contract shall be for a period of 1 (one) years. However, OMDC reserves the right to extend the contract for another period of 1 (one) year, subject to satisfactory performance of the agency during the contract period.

3. **Date of Commencement:** Within 10 days of issuance of the Letter of Intent/Agreement.

4. **Tender Opening Date & Time:** On 27.09.2024 at 4.30 PM.

**5. Period of Validity:** The Price quoted by the bidder shall remain valid for a minimum period of 180 days from the date of opening of the technical bids.

**6. 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.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft in favour of OMDC, payable at SBI, 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<sup>th</sup> (fourth) envelope, which has to be 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.

Tenders not submitted with Cost of tender paper, EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in the Office of Sr. Manager (Finance)-I/C.

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 **26.09.2024 on 4.30 pm.** and will be **opened on 27.09.2024 at 4.30 pm.** in the presence of bidders or their authorized representatives.

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

Bidders should also 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.

## **7. Technical Bid Evaluation:** **Eligibility Criteria –**

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

I. The bidder shall have experience of supplying vehicles to Central / State Govt. Organisation / PSU / Other Company for two years. The above experience in the name of partners of the firm or that of the Director of the Company will be Considered as experience of the firm/company participating in the tender. The experience certificate to be submitted.

II. Average annual turnover not less than 15,80,000/- (Rupees fifteen lakh eighty thousand) only during last 3 years i.e. 2021-22, 2022-23, 2023-24. Copy of Balance Sheet, Profit & loss A/c and Income tax Return may be submitted.

III. Proof of payment made to OMDC towards Cost of Tender Document of Rs.1, 416/- (by hand) & Rs.1, 593/- (by post).

IV. Earnest Money Deposit (EMD) of Rs.1,05,000/- (Rupees one lakh five thousand only) in shape of Demand Draft drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).

V. Ownership of minimum 02 vehicles of not older than January-2024 model in his/their name and copy of the valid registration certificate / smart card and valid insurance certificate to be submitted.

Note: - In case of failure to submit ownership of minimum two vehicles of not older than January-2024 model an undertaking in the given format Annexure-IV must be submitted that if the bidder is selected, he must engage at least two vehicles in his their ownership / name of not older than January-2024 model, otherwise his/ their bid selection shall be summarily rejected.

**VI. Agreement on non-judicial** stamp paper for remaining vehicles made with other owners in order to provide vehicles to the bidder for the use of OMDC along with the ownership documents of the other owners. The copy of valid Registration certificate / Smart Card and valid Insurance certificate of the vehicle to be engaged (04 nos.)

VII. Undertaking in the given format Annexure-III must be submitted that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time.

VIII. Undertaking to the effect that the bidder will arrange to submit commercial registration of all 06 vehicles within 90 days of the award of the work, in case the vehicles are having personal registrations.

IX. Undertaking in the given format Annexure-II must be submitted the bidder is not an employee of OMDC and he is not a close/distant relative of the employees of OMDC.

X. Declaration to the effect that the bidder has carefully read all the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender as per Annexure-I.

XI. Document relating to Status of the bidder in form of the following –

- Memorandum & Article of association in case of a Limited Company,
- Notarized Registered Partnership Deed in case of partnership firm &
- Notarized an affidavit in case of a Proprietorship firm.

XII. Copy of PAN card, & Goods Service Tax (GST) registration form.

**Note: 1. Submission of any forge 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.**

**2. If any bidder is having a partner/Director who had been a Partner/Director in a person/firm/company, whose contract was earlier terminated or cancelled by OMDC on account of unsatisfactory performance / breach of contract, such bidder shall not be eligible to participate in the tender.**

**8. Service to be provided:-**

i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running in state of Odisha. However if for official purpose, vehicles has to go to adjoining state the arrangements will be made by the contractor. In such case, tax levied by the other state for such journey will be reimbursed on production of receipt.

ii. **Normal duty Hrs:** - Twelve and twenty four hours per day on all the days. However actual duty hours shall be specified by actual users of vehicles.

iii. **Reporting place:-**Any place within the territorial jurisdiction of Thakurani, Odisha. The user of the vehicle shall specify actual place of reporting.

iv. **Notice period:** - For regular requirement one day in advance. Telephonic / Verbal intimation shall be considered as notice.

v. **Accuracy of the meters:** - The meter reading should tally the actual distance of run at any instance and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.

**vi. Special requirement:-**

a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be providing with mobile telephone so that he may be contacted at any point of time.

b) The vehicle must have permit to travel in neighbouring State i.e. Jharkhand, West Bengal & Bihar in addition to Odisha. Permit fee /all kind of entry tax will be borne by the contractor.

c) Payment of any government tax /Duty in respect of the hired vehicle will be the liability of the contractor.

d) Parking and Fastag charges, if any, may be claimed by producing the parking / Fastag slips.

e) Any changes in the vehicle /driver should be informed at least one day before the day of such changes

**9. Amendment of tender document:-**

a) At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by prospective bidder, modify the bid documents by amendments.

b) The amendment shall be notified in Company's website and these amendments will be binding on them. A prospective bidder, requiring any clarification on the bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than seven days prior to the date of opening of Tender.

## **10. Price Bid Evaluation:**

The bidders are required to quote the rates on monthly basis for each vehicle as per the “**Price Bid**” format. The quoted rate shall be inclusive of Drivers’ salary, Repair & Maintenance, Taxes, and HSD & Lubricant etc. However GST shall be paid extra as per applicability.

Bids containing overwriting, correction or erasing, etc. without authentication & full signature on the page(s) of “**Price Bid**” will be liable for rejection. The rates quoted shall have to be clearly mentioned in figures and words for unambiguous understanding and evaluation.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid taking into aggregation of all the 06 vehicles.

## **11. Work Schedule & Maintenance of Records/Log-Books:**

- i. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating no. of vehicles to be deployed along with time schedule of deployment. The work schedule is to be drawn in consultation with the OMDC nominated officer and approved by the Business Head, OMDC.
- ii. **Maintenance of Records/Log-Books:** The successful bidder will maintain the records of the works performed by each vehicle through a log-book which shall be made available with the drivers of each vehicle. These log-books are to be monitored and signed by the concerned/nominated officer. Further, these log-books shall also be inspected and signed by the Business Head on quarterly basis. In case of any irregularity/defect noticed, action shall be taken as per applicable rule.

**12. Payment Terms:** Payment shall be made through RTGS on the basis of rates quoted on per month basis. The agency needs to submit the details of Bank A/c, Branch, IFSC code, P.F. challan, Payment Sheet and GST payment challan copy etc for enabling OMDC to release the payment through RTGS.

Further, the agency has to submit the monthly bill in triplicate duly certified by the concerned department / Controlling officer along with the log-book. The log-book shall also contain the initials of the concerned user and/or officer.

Then the bills will be verified by Concerned Officer and after necessary verification & certification, he shall forward the same to Finance Department for consideration of payment which will be released after obtaining approval from the Business Head.

### **N.B. >>**

- Pro-rata payment will be considered on the basis of increase or decrease in number of vehicles as per requirement.
- For engagement of the vehicles beyond the specified duty hours, proportionate payment shall be considered.
- Further, the agency will be paid for the number of days served during a month. Any shortfall in service will be reduced proportionately.

-If any day the agency will provide additional P.O.L, proportionate payment shall be considered.

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



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

**15. Penalty / Forfeiture etc:**

- i. The company shall be at liberty to deduct and appropriate from Security deposit such penalties towards default may be payable by the agency as per this contract. In case of termination of the contract by the agency, the company shall have right to forfeit the Security Deposit and /or EMD.
- ii. If the contract work is found unsatisfactory, the company reserve the right to get the work done from the market at the risk and cost of the agency. The amount spent shall be recovered from the agency's bill, Security Deposit retained by the company.
- iii. If the agency fails to provide vehicle on any day, penalty @ Rs.500/- per day per vehicle shall be recovered from the contract's bill.
- iv. If the agency fail to provide additional light vehicle's as and when required by OMDC penalty @ Rs. 200 per day shall be recovered from the contractor's bill.

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

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**PART – III**

**GENERAL CONDITIONS**

1. Movement of the vehicle shall be in Barbil and outstation areas as and when required as per the direction of the authority of the Company. In case of out station duty other than Orissa state, the owners should make arrangement of Temporary Permit, Fitment etc. as required under law.
2. The vehicles to be engaged by the Agency should be in good running condition and the model not older than January-2024  
No vehicle shall be supplied having registration in the name of employee of OMDC or their close relative.
3. 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. of mandays x 1.29 (including fringe benefit) work based date will be the Tender publication date. However in any decrease in applicable rate of minimum wages take place the benefit shall have to pass onto OMDC.

4. Agency will provide 10 liters P.O.L. for 12 hours running 24 hours running per day to the vehicles engaged in the following manner –  
For example:-
  - i) Bolero SLE / Suitable SUV - 1 litre of HSD per 12 km. running.
  - ii) Bolero Neo N10 - 1liter of HSD per 12 km. running

In addition to this, lubricant @ 1 litre per 500 km will be issued to the vehicles after 10,000 km of running.

N.B. The year of make of all the vehicles to be deployed must be as per the following:-

<u>Vehicle</u>	<u>Year of make</u>
Bolero SLE / Suitable SUV	Not older January-2024 model
Bolero Neo N10	Not older January-2024 model

5. Other consumables like tyres, tubes, battery, drivers' salary, etc. shall be the agency's liability.
6. The contractor should send the vehicle for periodical servicing at the cost of the contractor. The repairs, Maintenance, Taxes, Insurance, Permit Fees, Fitness & Pollution certificate, etc. shall also be the agency's liability.

7. The bidder may visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
8. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 10 days from date of issue of LOI (Letter of Intent).
9. The rates in the Tender shall cover all statutory duties / taxes / levies, as applicable on date of opening of the Tender, excluding GST.
10. Any request from the bidder in respect of additions, alternations, modifications, corrections etc. in either terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. If the bidder withdraws his Tender after opening of the Tender, but before the expiry of the validity period of the Tender, the Earnest Money shall be forfeited.
11. The agency shall provide drivers to the satisfaction of the company for 365 days in a year, who should possess required valid Commercial driving licences.
12. The vehicle to be engaged for the work must be duly registered and fully insured against third party risk and must have fitness certificate, pollution certificate, road permit, tax token etc. issued by Road Transport Authorities of Odisha as required.
13. The agency shall be liable for all compensation that may arise for any accident, death, injury, etc. caused by or during the operation of the job.
14. In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day. The contractor / bidder will be fully liability under section of Motor vehicles Act-1968 and IPC causing death or permanent disability developed by the vehicle supplied by the contractor. The hiring authority shall have no responsibility and will not entertain the claim in this regard in any circumstance. The contractor / bidder shall indemnify the purchaser from such incidences.
15. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
16. The engagement and employment of drivers and payment of wages and all statutory dues (i.e.EPF,Leave Wages, Paid Holiday & Retrenchment Compensation etc.) to them as per existing provision of various labour laws and regulations is the sole responsibility of the contractor and shall indemnify the Contractor. Any breach of such laws on regulation shall be deemed to be breach of this contract. Deduction of EPF may be done at the prescribed rate on gross wages of the drivers and may be deposited with the authority.
17. The contractor shall supply the vehicles properly cleaned. Also, driver should be properly dressed & well behaved.
18. Driver and vehicle should not be changed frequently. If in most unavoidable circumstance the change of driver / vehicles is required, prior intimation should be given to the used concerned.

19. Duty hours will be calculated on the basis of difference between reporting time and releasing time on each day as noted on the log book.
20. Acceptance of Tender will be intimated to the successful bidder by a Letter of Acceptance (LOA) to be followed by the Agreement.
21. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected & The Management reserve the right to verify the original documents or ask to submit the shortfall documents from the participated bidders at any time at the time of processing the tender.
22. The bidder will have to seal and sign all the pages of Tender documents as token of its acceptance.
23. The agency must have to provide additional light vehicle(s) (12/24) as and when required by the Company with same terms, conditions & rate on daily basis proportionate to quoted amount per month per vehicle.
24. **Statutory and other Obligation on the part of the Contract :**
  - a. Relating the period of the Contract, if any Govt. or other dues under whatsoever Act/Attachment/Notice related to the Agency is received by the Company, the same shall be realised from the Agency's bill.
  - b. Taxes, duties, levies etc. including local taxes if imposed by the Local Government bodies on or before the date of the Tender shall be borne by and paid by the Agency and these should be included in his rates. Any statutory taxes / duties / levies which are levied after the date of the Tender; shall be reimbursed to the successful bidder on production of such documentary evidence as per applicability.
  - c. Regarding GST, the bidders need to exclude the same while submitting their offers. GST thereon if applicable shall be paid on the actual as per applicability. Agency is required to comply the provisions as applicable as per GST act and rules.
25. Work order may be placed by OMDC on one party or more one than party on basis of L-1 quotation. The bidders may be required to explain / justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalised from the present Tender.
26. The work shall have to be executed as per the programme and instructions of Business Head/Concerned officer-in-charge.
27. The successful bidder shall at his own cost provide housing accommodation to his employees/drivers. If any accommodation is made available to the agency by OMDC, then necessary rent as per existing policy will be recovered from the monthly bills. However, it will not be obligatory on the part of the company to provide accommodation to the agency's staffs/workers/drivers.
28. The Small Scale Industries (SSI) registered with Industries Department, Government of Odisha, the National Small Industries Corporation Ltd. (NSIC) or Udyog Adhar Memorandum

(UAM) registered firm is exempted from submission of Tender Cost, Earnest Money Deposit and initial Security Deposit and shall submit a self-attested copy of the Permanent Registration Certificate of their Small Scale Industries council along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond"(Annexure-V) in lieu of initial Security Deposit. The Small Scale Industries registered under MSME who are registered for the particular trade/Item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and initial Security Deposit. Such industries with their Provisional/ Temporary Registration and not registered for the particular Trade/Item for which tender is being invited would not be eligible for exemption. Earnest Money shall be refunded to the unsuccessful bidders immediate after final evaluation of the tender. EMD of successful bidder will be converted to security deposit and refunded after satisfactory completion of the period of contract.

29. **Security Deposit:** Recovery of Security deposit @ 5% of the value of the work done shall be made by OMDC on the Gross value of the monthly bill of the successful bidder. The security deposit shall be refunded to the agency within 30 days from the date of completion/termination of contract on production of certificate from Concerned Officer that the agency has satisfactorily performed his obligation, whatsoever under this contract.
30. **Default :** The performance of agency will be considered unsatisfactory if: -
  - a) The agency does not attend the work as per contract.
  - b) The agency does not carry out the instruction of the concerned officer.
  - c) The agency is found consistently irregular in reporting to concern authorities.
  - d) The agency incurs loss to the company in any of the activities.
  - e) The agency does not maintained discipline at the work.
31. **Modification of Contract:** The Company reserves the right to make any modification/alternation in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s).
32. **Exit Clause:** Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 90 (ninety) days. However, they will continue to be liable for the work done during the contract period. In case of non-observance of any statutory law/guideline, if the company is held responsible by any authority; the agency will indemnify the company, which may forfeit the Security Deposit/Earnest Money Deposit, if the liabilities are not met by the agency.
33. **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, Plot No. 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751002 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:** The Court of Keonjhar & High Court, Cuttack will have the jurisdiction to address any unsettled dispute.
33. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different bidders without assigning any reason thereof.
34. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the agency without any claim of loss by the agency.

**SIGNATURE OF THE BIDDER WITH SEAL & DATE**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
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**Odisha-751001**

**PART-I**

**TECHNO-COMMERCIAL BID: CHECK LIST**

**Tender Notice No.: OMDC/Pers./19/ 2024-25**

**Dated: 02/09/2024**

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
	<b>Please tick (√) mark as applicable</b>	<b>Enclosed</b>	<b>Not Enclosed</b>
3	Cost of Tender document for Rs.1,416/- by hand and Rs.1,593/- by post		
4	EMD of Rs.1,05,000/-		
5	Experience Certificate as per Clause 7 (i) I		
6	Documents in support of Avg. Turnover of not less than 15,80,000/- copy of B/sheet, P&L a/c, IT Return		
7	Ownership Documents of minimum 02 vehicle in the name of the Bidder not older then January-2024.		
8	Agreement with other Owners on non-judicial stamp paper for providing remaining 04 vehicles.		
9	Copy of PAN card		
10	Copy of valid Registration Certificate of the vehicle		
11	Copy of GST Certificate		

12	Copy of the valid Insurance Certificate of the vehicle		
13	Letter of Undertaking has not been blacklisted / debarred by any PSU of OMDC.		
14	Letter of under taking on no close/distance relative of the employees of OMDC.		
15	Declaration Letter (annexure-1)		
16	Letter of undertaking (annexure-IV)		
17	Document of Status of bidder		

**CERTIFICATE TO BE GIVEN BY THE BIDDER:**

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

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

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Plot No.271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar,  
Odisha- 751001

**PART- II**

**PRICE BID**

**Tender Notice No.: OMDC/Pers./19/ 2024-25**

**Dated: 02/09/2024**

Sl.No.	Type of vehicle to be engaged	Duty hours	Rate per month per Vehicle (A)Excluding GST	No. Of required vehicle (B)	Rate per vehicle per month (C) C= A*B Excluding GST
<b>1</b>	Bolero SLE / Suitable SUV	<b>12</b>		<b>02</b>	
<b>2</b>	Bolero Neo N10	<b>12</b>		<b>01</b>	
<b>3</b>	Bolero SLE / Suitable SUV	<b>24</b>		<b>03</b>	
<b>4</b>	<b>Grand Total (Excluding GST)</b>				
	<b>(AMOUNT INWARDS)</b>				
	<b>Rs.</b>				<b>)</b>



**N.B:**

- 1) The L-1 offer will be evaluated on the basis of the above quoted Grand Total Value per month.
- 2) The rates quoted shall be inclusive of drivers & other statutory applicable benefits salary, repair & maintenance, taxes & duties, insurance, HSD & Lubricant etc.
- 3) Only GST / Service Tax shall be paid extra as per applicability.

**SIGNATURE OF THE BIDDER**

**WITH SEAL & DATE**

**DECLARATION BY THE BIDDER**

To

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

**Tender Notice No.: OMDC/Pers./19/ 2025-25**

**Dated: 02/09/2024**

**Sub: TENDER FOR ENGAGEMENT OF 06 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS  
FOR USE OF DIFFERENT DEPARTMENTS & PATROLLING DUTY AT OMDC MINES.**

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

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

I/we enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

**UNDERTAKING**

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

Tender Notice No.: OMDC/Pers./19/ 2024-25

Dated: 02/09/2024

**Sub: TENDER FOR ENGAGEMENT OF 06 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS FOR USE OF DIFFERENT DEPARTMENTS & PATROLLING DUTY AT OMDC MINES.**

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

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

I/We also under take that I/We have not been an employee of OMDC and I/We have not close/distance relative of the employees of OMDC.

I/we enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

**UNDERTAKING**

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

Tender Notice No.: OMDC/Pers./19/ 2024-25

Dated: 02/09/2024

**Sub: TENDER FOR ENGAGEMENT OF 06 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS FOR USE OF DIFFERENT DEPARTMENTS & PATROLLING DUTY AT OMDC MINES.**

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

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

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

I/We enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

**UNDERTAKING**

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

Tender Notice No.: OMDC/Pers./19/ 2024-25

Dated: 02/09/2024

**Sub: TENDER FOR ENGAGEMENT OF 06 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS FOR USE OF DIFFERENT DEPARTMENTS & PATROLLING DUTY AT OMDC MINES.**

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

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

I/We also undertake that in case of my/our selection, I/We must engage & submit ownership of at least two vehicles of the model as mentioned in the tender document in my/our name of not older than January-2024 model and also engage other 04 vehicles of not older than of model as mentioned in the tender document i.e. January-2024 model.

I/We enclose herewith the required documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

**Annexure-V**

**PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.  
(TO BE USED BY ALL NATIONALIZED BANKS/SCHEDULED COMMERCIAL BANKS)  
(To be submitted of Rs.100/- Non judicial paper and the non-judicial stamp paper should be in  
the name of the issuing bank)**

**Ref. Bank Guarantee No.**

**Date: 02/09/2024**

**To,  
The Business Head,  
The Orissa Minerals Development Company Limited,  
P.O. Thsakurani, via-Barbil, Dist-Keonjhar (Odisha)**

**Dear Sir,**

In accordance with your invitation to tender under No. \_\_\_\_\_ M/s. \_\_\_\_\_ having its registered / Head Office at \_\_\_\_\_ (hereinafter called the tender) wish to participate in the said tender for \_\_\_\_\_ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of \_\_\_\_\_ valid up to \_\_\_\_\_ on behalf of the tenderer in lieu of tender deposit to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the \_\_\_\_\_ bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (local address) guarantee and undertake to pay immediately on demand by OMDC Ltd, the amount of \_\_\_\_\_ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ if any further extension of the guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

We, \_\_\_\_\_ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch Barbil/Keonjhar/Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this \_\_\_\_\_ 20 \_\_\_\_\_.

WITNESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION WITH BANK

DATE :