

**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: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

TENDER NOTICE

Sealed Tenders are invited from reputed experienced agencies to carry out the following job:

TENDER NOTICE	JOB	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/ /11-12 Dt:-----	Engagement of 1 no 32 seater bus at Bhadrasai Mines, Roida for School duty & other miscellaneous duty.	Up to 3.00 P.M. Dated-----

Tender documents can be obtained from the office of (i) **The Manager (F), The O.M.D. Co. Ltd. Thakurani, Via – Barbil, Dist. Keonjhar (Odisha)**, (ii) **The Dy. Manager (Finance), The O.M.D. Co. Ltd. Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, Sector – II, Salt Lake City, Kolkata – 700091** on payment of Rs.520/- (Rupees five hundred twenty) only per each. It can also be down loaded from our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in). All other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

**Business Head**

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

**TENDER DOCUMENT  
FOR ENGAGEMENT OF 1 no 32 SEATER BUS  
AT BHADRASAI MINES, ROIDA FOR SCHOOL DUTY & OTHER  
MISCELLANEOUS DUTY**

(Tender Notice No. OMD/ /11-12 dated )

Name of the Tenderer : \_\_\_\_\_

Address of the Tenderer: \_\_\_\_\_

Money Receipt No.

Dated :

Signature of the Issuing Officer

Signature of the Purchaser

Price of the Tender Documents Rs.520.00 (Rupees Five Hundred twenty only)  
(Inclusive of OVAT)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED  
(A Govt. of India Enterprise)  
P.O.THAKURANI, VIA-BARBIL-758035.DIST-KEONJHR, ORISSA  
REGD. OFFICE: Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091

## **CHAPTER-I** TENDER NOTICE

TENDER NOTICE NO: OMD/ /2011-12

DATED :

1. Sealed Tenders in prescribed format are invited from experienced transport agencies for **Engagement of 1 no 32 seater bus at Bhadrasai Mines, Roida for school duty & other miscellaneous duty.**

2. A non-transferable Tender documents in two parts i.e. Part -1 (techno-commercial bid) & Part-2 (Price bid) can be obtained from the following addresses on payment of Rs.520/- (Rupees five hundred twenty) only in cash on any working day on or before 12 noon dated----- during office hours and can be also download from our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) & NIC Portal.

[a] The Manager (Finance), The Orissa Minerals Development Co. Ltd., Thakurani near Barbil, Dist. Keonjhar.

[b] The Dy. Manager (Commercial), The Orissa Minerals Dev. Co. Ltd. at Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091.

The downloaded Tender documents should be submitted along with a Demand Draft of Rs.520/- (Rupees five hundred twenty) only in favour of "The Orissa Minerals Development Company Limited" payable at Barbil towards cost of the same. In case of downloaded Tender, the bidder has to submit an undertaking on the Company's letter head that no amendment have been made in the Tender document downloaded from Company's website, at the time of submission of the Tender document. In case of non submission of cost of Tender document, the Tender shall be liable for rejection

3. Tenders in the prescribed format (enclosed) complete in all respect accompanied with earnest money of Rs 20,000/- (Rupees twenty thousand) only in shape of Bank Draft/Pay Order from any Nationalized Bank in favour of "**The Orissa Minerals Development Company Limited**" payable at Barbil should reach or drop in the Tender box of the office of the Business Head.

4. The Tender document shall be submitted in tow part i.e. Part-I Techno Commercial Bid and part-II Price Bid in separate sealed envelope. Both Techno-commercial bid and price bid shall be sealed in separate envelops with complete Tender details super scribed on both the envelops and clearly identifying the techno-commercial bid and price-bid on the respective envelops. Both the bid shall be kept in another sealed envelope super scribing the Tender No. and date.

5. The part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3.30 P.M. on----- in the Office of the Business Head, The O.M.D. Co. Ltd., At/P.o. Thakurani near Barbil, Dist. Keonjhar (Odisha).

Part-II i.e. Price Bid of the Contractors, whose Techno Commercial bid are found acceptable, shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the decision of the company shall be final and binding on the Tenderers.

Note: - (Bids received after 3.00 P.M. but before opening at 3.30 P.M. can be accepted & opened, but bids received after 3.30 P.M. will be rejected.)

6. The company shall not be liable for any delay in submission of the Tender documents due to postal delay and no extension of date for Tender submission / Tender opening shall be given for this reason.
7. The Company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the Tender and in such an event no claim of any Tender for such a decision by the company shall be entertained.
8. The validity of the offer shall be for 120 days from the date of opening of the Techno-commercial bid.
9. Interested parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the Tender document before submission of Tender documents.
10. Bidders are required to give an undertaking that they will abide by all the terms & conditions of the Tender document as per format given in annexure-1.
11. The expected date of commencement of work will be within 15 days from the date of issue of L.O.I.

**The Orissa Minerals Development Company Limited.**

**Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
P.O.THAKURANI, VIA-BARBIL-758035.DIST-KEONJHR, ORISSA  
REGD. OFFICE: Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-  
700091

**CHAPTER-II**

**1. SCOPE OF WORK:**

1. 32 seater bus shall be engaged to attend school and other miscellaneous duty at Bhadrasahi Mines, Roida.

**2. CONTRACT PERIOD:**

The period of work shall be for 2(two) years from-----which may be extended for further period of 1(one) year on satisfactory performance of the contractor & at the sole discretion of the company (OMDC).

**3. AREAS OF OPERATION:**

i) Bus is to be engaged in school and other other miscellaneous duty in Bhadrasahi Mines & Barbil area.

ii) The area of engagement of the bus may be modified / changed at the sole direction of OMDC.

**4. DEPLOYMENT OF BUS:**

For proper execution of the Transport job as envisaged in the scope of work the following will be tentatively required:

Sl. No	Type / Make Of Bus	Seating Capacity	No Of Unit	Vintage
1	Tata / Ashok Leyland	32	1	The bus should not be more than five years old as per the R.C. Book

The contractor is expected to deploy above bus within 15days from the date of issuance of LOI /Agreement.

**5. EARNEST MONEY DEPOSIT:**

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs. 20,000/- ( Rupees Twenty thousand) only in shape of Bank draft/Pay order drawn on any Schedule / Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." payable at Barbil. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest.

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

**6. ELIGIBILITY CONDITION:**

In order to qualify in the techno commercial bid of the Tender, the Tenderer must produce the following documentary evidence with the techno-commercial bid.

6.1 The bidders are required to submit proof of ownership in the name of the firm/company of the bus along with the Techno commercial bid. The bus should be in road worthy / good running condition.

Note: - i) The ownership of bus of partners of the firm or that of Director of a company will be considered as ownership of the bus of firm /company participating in the Tender.

6.2 Payment of cost of Tender document i.e. Rs.520/- including VAT @ 4%.

6.3 Crossed Demand Draft of Rs. 20,000/- (Rupees twenty thousand only) in favour of The Orissa Minerals Development Company Ltd. towards Earnest Money Deposit. Non submission of the EMD will be disqualify & liable to be rejected.

**6.4 i)** Experience certificates towards engagement of bus in any reputed organization.

ii) Experience in the name of the partners of the firm or that of Director Of the company will be considered as experience of the firm/company participating in the Tender.

6.5 Registered Partnership Deed in case of a Partnership firm.

6.6 Memorandum & Articles of Associations in case of a Joint Stock Company.

6.7 Copy of PAN as per Income Tax Act, Service Tax No.

6.8 Copy of upto date M.V.Tax payment, Insurance & Registration Certificate to be submitted.

6.9 Photo Copy of the latest Income Tax Return Signed by a Chartered Accountant.

6.10 An undertaking, in company /firm's letter head is required regarding that the party was not debarred/blacklisted by any PSU and OMDC at any point of time.

6.11 A declaration to be submitted that the bidder has carefully read all terms and conditions of the Tender document and he is fully satisfied and accepted all terms and condition of the Tender as per undertaking format attached as per (Annexure – I).

(Note: Submission of any forge document will attract legal action including rejection of Tender or cancellation of contract at the risk and cost of the contractor if awarded.)

6.12 Any person/firm/company/society etc who was having contract in past for present work (Given in the Tender notice) and same was terminated on account of unsatisfactory performance or breach of contract is debarred from participating in this Tender. Any Tender for such party is liable for outright rejection.

Note: If any bidding for public company is having a partner / Director who had been partner / Director in a Firm / company whose contract was terminated or cancelled on account of unsatisfactory performance / breach of contract will also be not eligible to participate in the Tender.

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**CHAPTER-III**  
**GENERAL CONDITION**

**1. DEFINITION:**

- a) **Tenderer / Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the Tender documents.
- b) **Tender:** Tender means the work to be perform according to the Tender documents (both technical and commercial) submitted by the Tenderer for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the Tenderer.
- d) **Techno-commercial Bid:** Techno-commercial Bid means documents regarding 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 contractor.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor:** Contractor means the person or society, firm, company whose Tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Minerals Development Company Ltd.” A company incorporated in India and having its registered office at Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091.
- i) **Employer:** Employer means OMDC.
- j) **Competent Authority:** - Competent Authority means CMD or any designated officer by the CMD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.

**2. EARNEST MONEY:**

2.1 Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money & no interest will be paid on EMD.

2.2 Tender without prescribed earnest money shall be rejected.

2.3 Earnest money shall be refunded to the unsuccessful bidders after the finalization of the Tender.

### **3. SECURITY DEPOSIT (SD):**

3.1 Recovery of security deposit @ 5% of the value of the work done shall be made by the OMDC on the gross value of the running bill of the contractor.

However the amount so accumulated at the end of the 1<sup>st</sup> year will attract interest at the rate of 3% for the subsequent extended period if any till expiry of the contract. This formula will be repeated for working of interest on amount accumulated for the subsequent period.

Example:-

a) At the end of the 1<sup>st</sup> year, say Rs. 50,000/- is the accumulated amount which will attract interest @ 3%P.A if the contract extend for further 1 year.

Note: OMDC will have absolute authority to use security deposit in case contractor(s) defaults in making any legitimate payment.

### **3.2 REFUND OF SECURITY DEPOSIT:**

The security deposit shall be refunded to the contractor within 90 days from the date of completion/termination of contract work on production of certificate from Head of Personnel department that the contractor has performed his obligation whatsoever under this contract.

### **4. SUBMISSION OF TENDER:**

The Tender shall be submitted in parts i.e. Part-I i.e. Techno-Commercial Bid and Part-II i.e. Price Bid in separate covers super scribing for which the Tender is submitted, name and address of the Tenderer. Both the above covers shall be put in another covers super scribing the job for which the Tender is submitted along with address of the Tenderer. The Tender shall be submitted to the GM/Business Head, The Orissa Minerals Development Company Limited, At/P.O.- Thakurani near Barbil, Dist- Keonjhar (Orissa) on or before 3-00 P.M of-----dt -----.

### **5. (A) OPENING OF TENDER:**

The Technical bid part-I shall be opened on ----- at 3.30 P.M in the office of the **Business Head**, The Orissa Minerals Development Company Limited, At/P.O.- Thakurani near Barbil, Dist- Keonjhar (Orissa) in the presence of the Tenderers or their accredited representatives. The date of opening of price bid shall be intimated to the Tenderer whose techno-commercial bids found acceptable.

### **(B) EVALUATION OF THE BIDS:**

(i)The Part-I Techno commercial bid: Parties who will fulfill all requisite conditions of eligibility clause of Chapter – II of this document, will be construed as technically qualified and may be considered for Part-II Price-Bid.

(ii)The Price Bid of technically qualified party will be treated as L1, if the rate quoted by such bidder for Part-II (Price Bid) is the lowest among all the technically qualified bidders.

### **6. PENALTY:**

6.1 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:

The agency shall provide alternative similar bus in case of break down of the bus engaged. On failure of the contractor, the company reserves the right to engage any bus from outside, and the hiring charges during that period of said bus will not be paid to the agency concerned. The additional cost on account of engagement of bus from outside for such period shall be recovered from contractor's bill.

### **7. Award of Contract:**

8.1. The company reserves the right to accept or reject any or all Tenders or distributes the work amongst different Tenderers without assigning any reason thereof.

7.2. Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the Tender without assigning any reason whatsoever. For such cancellation the Tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

7.3. OMDC also reserves the right not to accept the lowest offer and to divide the work to more than one party/ parties.

7.4. OMDC shall not be liable for any delay in receipt of the Tender document by the Tenderers due to postal delay and no extension of time to the date of Tender opening shall be given for this reason.

### **8. Signing of Agreement and execution of work.**

8.1 The successful bidder is expected to appear in the office of GM/Business Head to sign the contract agreement within 10 days and start the work within 15 days from the date of issuance of LOI.

8.2 In case the Tenderer declines to sign the agreement or to take up the work within the stipulated time as mentioned in Para 8.1, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractors. In such eventually, the Tenderer have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

### **9. Working time:**

9.1 The Contractor / Agency shall ensure regular availability of the bus & will run as per the instruction / advice of the Mines Manager. The working time of the bus shall be as per requirement of the OMDC & instruction of the Mines Manager. On Sundays/Holidays the job shall have to be done by the contractors as per the requirements which shall be at the discretion of OMDCL.

9.2 A log book shall be maintained by the Agency on daily basis towards running of the bus, mentioning total kilometer run & fuel consumed per day with signature of concerned official.

### **10. Obligation of the contractor:**

10.1. 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.

10.2 For any materials supplied, services rendered by the company which are not expressly specified to be provided free of cost under the terms of contract by the company, full cost of the same (including Tax) plus 17.5% of the cost as usual charges towards storage, supervision, transport etc. is to be realized from the contractor(s) bill or otherwise.

### **11 SPECIAL CONDITIONS:**

11.1. The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the Tender document and specification, OMDC shall not entertain any request for clarification from the Tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the Tender. No claim for financial adjustment to the contractor may be entertained by OMDC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OMDC which are based on the lack of clear information.

11.2. The Tenderer shall submit the details of the bus to be engaged for the job as stated in the part-I techno commercial-bid. The Tenderer should submit the documents to prove their ownership of bus / machineries. The detail of bus should be mentioned with a brief specification including type/make/model/size/rating capacity etc.

### **12 PAYMENT & SETTLEMENT OF BILLS:**

Payment shall be made on the basis of working days of the bus. The contractor shall raise the bill in triplicate along with log book; quoting work order no. date and submitted to the Mines Manager Office on monthly basis who shall forward the same 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.

### **13 TAX DEDUCTED AT SOURCES:**

Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and/or other Act from the gross value of each bill.

### **14. ESCALATION:**

- i) Normally no escalation in any form will be entertained during the tenure of the contract.
- ii) Notwithstanding with above if there is any increase in Taxes, Duties, Levies or imposition of any new Taxes & HSD the same also be considered for increase. However In all the above cases, the Contractor shall require to submit the documentary proof from the appropriate Authorities.
- iii) The impact of escalation shall be considered at the sole direction of the Management once in every 6 months from date of commencement of work.
- (iv) The first escalation shall be considered only after (6) Six months from the date of awarding the contract.

### **15. LEGAL & MISCELLANEOUS OBLIGATION:**

15.1. The contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Workmen's Compensation Act-1923 as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Head of Personnel who will send necessary notice to the concerned authorities. It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. In the event of contractor's 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 this behalf. The agency will also be abided by the M.V Act and any other laws as applicable time to time.

15.2 The contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition and 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.

15.3 The contractor shall at his own cost provide housing accommodation to his employees and the company shall be under no obligation to provide such accommodation. If any land is made available on rental basis by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have no 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 alterations to any existing building without prior permission of the company or any representative duly authorized 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.

15.4 In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor(s) and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.

15.5 The contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.

15.6 The contractor shall provide drivers possessing required valid License & authorized helpers for running of the bus

15.7 The bus engaged for this work must be duly registered and fully insured against third party risks and must have fitness certificate, Road permit, Tax token etc. issued by road transport authorities of Orissa as required. The contractor shall be liable for all compensation that may arise for any accident, death, injury occasioned by or during the operation of the job.

15.8 With regard to execution of this work, the contractor shall abide by the direction of Head of Personnel or any of his authorized representative.

**15.9 Each page of the Tender schedule must be signed by the Tenderer as acceptance of the terms and condition before submission, otherwise the Tender will be treated as invalid.**

15.10 The contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfillment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.

15.11 In the event of contractor's failure to fulfill the contract terms for execution of work therein, the company 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.

15.12 In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the 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.

**16. Force majeure Clause:**

16.1 The contractor shall have no claim whatsoever against the company for any loss / damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence / epidemic sickness, strike, lock-out , earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the company.

16.2 The contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.

16.3 If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period excluding seven days above escalation of above events the contract may be terminated at the discretion of the company.

**17. EXIT CLAUSE:**

Both the parties have the right to exit from this contract/agreement by serving notice in writing of at least 90 days. However, they will continue to be liable for the work done during the contract period even after exit from the contract.

**18. ARBITRATION:**

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Sourav Abasan, 2<sup>nd</sup> Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091 and his decision in the matter will be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act.1996 and Rules made there under as amended from time to time.

Note: The Court of Keonjhar & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.

**19. 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) to address the confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

**PART-I, TECHNO-COMMERCIAL BID**

**Ref: TENDER NOTICE NO:OMD/ 30 /2010-11.**

**DT: 8.10.2010.**

**(Please tick mark the box as applicable)**

1. NAME & ADDRESS OF THE BIDDER:

2. ADDRESS OF THE REGISTEED  
OFFICE & BRANCH OFFICE  
PHONE NO. FAX NO, E-Mail no. etc.

3. PARTNERSHIP DEED IN CASE OF PARTNERSHIP  
FIRM / MEMORANDUM OF ASSOCIATION AND  
ARTICLE OF ASSOCIATION IN CASE OF JOINT  
STOCK COMPANY DOCUMENTS:

Enclosed	Not enclosed
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4. COPY OF PAN NO.

Enclosed	Not enclosed
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5. TYPE / MAKE OF THE WATER LORRY TO SUPPLY ON HIRE BASIS,  
DOCUMENTS:

Enclosed	Not enclosed
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6. SEETING CAPACITY OF THE BUS  
DOCUMENTS:

Enclosed	Not enclosed
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7. PARTICULAR OF THE BUS :

(1) Registration Certificate.

Enclosed	Not enclosed
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(2) Road Permit

Enclosed	Not enclosed
----------	--------------

(3) Insurance

Enclosed	Not enclosed
----------	--------------

(4) Fitness Certificate

Enclosed	Not enclosed
----------	--------------

(5) Road tax.

Enclosed	Not enclosed
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**DETAILS OF EARNEST MONEY DEPOSIT:**

Draft No.

DRAWN ON

Date

AMOUNT

PAYABLE TO

PAYABLE AT

**CERTIFICATE TO BE GIVEN BY THE TENDERE**

Certified that above mentioned particulars are correct and true to the best of my / our knowledge.  
In case any statement made above is found not correct my / our tender may be rejected by the company.

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 if my/our tender is accepted.

**Signature of the Tenderer  
With seal & date**

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

**PART-II PRICE BID**

REF: TENDER NOTICE NO:OMD/ /2011-12.

DT:

**DESCRIPTION OF WORK:**      **ENGAGEMENT OF 1 (ONE) NO. 32 SEATER BUS AT BHADRASAHU MINES, ROIDA FOR SCHOOL DUTY & OTHER MISCELLANEOUS DUTY.**

**1. Seating capacity of the bus:**

(In Figure)	(In word)

**2. Total amount per month:**  
(32 seater bus)

Rs. \_\_\_\_\_

**(Rupees.....) only.**

I/we confirm that the above mentioned all inclusive rates for the work as described above shall be kept firm & fixed during the tenure of the tender in accordance with the various provisions of the tender documents.

**Signature of the Tenderer  
with seal & date.**

**To**  
**The Business Head**  
**The Orissa Minerals Dev. Co. Ltd.**  
**At/P.O. Thakurani, Via – Barbil,**  
**Dist. Keonjhar (Orissa)**  
**Pin – 758035**

**Ref: Tender Notice No. OMD/ / Dt**

**SUB: - Engagement of 1 (One) no 32 seater bus at Bhadrasahi Mines, Roida for school & other  
Miscellaneous duty.**

Dear Sir,

In response to the tender invited by you, I/We examined the general conditions, other terms and conditions of the contract. I/We agree hereto and hereby myself/ourselves to 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 specification failing which, I/We shall have no objection for the forfeiture of the earnest money/security deposit lodged with the company.

I/We enclose herewith the required documents.

Yours faithfully,

Encl: List of documents

**Signature of the Tenderer**  
**With Seal & date.**