

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, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-70091

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/03 /11-12 Dt: 30.05.20.	ANNUAL JOB CONTRACTS AT OMDC MINES	Up to 3.00 P.M. dated 21.06.2011

Tender documents can be obtained from the office of **The Sr. Manager (F), The O.M.D. Co. Ltd. Thakurani, Via – Barbil, Dist. Keonjhar, (Orissa)**, 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. All other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

Asst. General Manager (I/C)

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

**TENDER DOCUMENTS
FOR
ANNUAL JOB CONTRACTS AT OMDC MINES.**

(Tender Notice No. OMD/03/11-12 dated 30.05.2011)

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, 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY,
KOLKATA-700091

CHAPTER-I
TENDER NOTICE

TENDER NOTICE NO: OMD/03/2011-12

DATED: 30.05.2011

1. Sealed tenders for Annual Contracts are invited from reputed & experienced contractors for Following Annual Job contracts at Thakurani & Roida Mines of OMDC.

Job No.	Description of job
1	Maintenance of Pipe Line, Pump House & Filter Bed
2	B.G.Line Maintenance and Lifting / packing of Rly. track
3	Watch & ward duty and other Misc. job at Roida
4	Camp Maintenance at Roida
5	Up-Keeping of Thakurani, Community Toilet, SIP Lavatory & New Colony
6	Maintenance of mining lease boundary lines, surface right area, forest and non-forest area, erection of boundary wall, toe of waste dumps, broken up forest area along with various CSR activities like laying of pipe lines to near by periphery villages for supply of drinking water, electrification work, operation of submersible pumps and as and when required at different areas like Roida, Thakurani, Belkundi mines and SIP.

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 12.00 noon dated 21.06.2011 during office hours and can be also download from our website www.birdgroup.gov.in & NIC Portal.

- The Sr. Manager (Finance), The Orissa Minerals Development Co. Ltd., Thakurani near Barbil, Dist. Keonjhar.

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 3,70,000/- (Rupees three lakh seventy 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 A.G.M. (I/C).

4. The Tender document shall be submitted in two parts 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 envelopes with complete Tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. 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 21.06.2011 in the Office of the A.G.M.(I/C), The O.M.D. Co. Ltd., At/P.o. Thakurani near Barbil, Dist. Keonjhar (Orissa).

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 finalisation 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.

ASST. GENERAL MANAGER (I/C)

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

CHAPTER-II

1. AREA / PLACE & SCOPE OF WORK:

JOB NO.	AREA / PLACE OF WORK	DESCRIPTION OF JOB	SCOPE OF WORK
1	Thakurani	Maintenance of Pipe Line, Pump House & Filter Bed.	Regular maintenance of Pipe line, Pump house and Filter Bed. The above work includes laying of Pipes including cutting, bending, transporting, digging trenches, cleaning and replacing of damaged Pipes. Regular timely distribution of water to different areas 24 hours presence is necessary in the Filter bed. The contractor shall have to use his own tools, tackles etc. for the said work.
2	Thakurani	B.G.Line Maintenance and Lifting / packing of Rly. Track.	(i) Daily supervision and inspection of the entire track, repair and maintenance of track lines, changing of sleepers, rails etc. attending any damage of the track lines/sleepers in case of any derailment or any other reasons, assisting Rly. Staff when felt required, cleaning of track lines ballasting and all work incidental to it as deemed needed and incidental for track maintenance, adjustment of Rake at Barajamda Siding. (ii) Lifting & through packing of Rly tracks at Thakurani siding for up-keeping of tracks on "track fit" condition.
3	Roida	Watch & ward duty and other Misc. job at Roida.	Watch & ward duty at colony, pump house , hospital area etc.
4	Roida	Camp Maintenance at Roida.	Cleaning of drains, bush cutting, waste removal from Colony area and other day to day colony maintenance work
5	Thakurani	Up-Keeping of Thakurani, Community Toilet, SIP Lavatory & New Colony.	Up-keeping of Community Toilet and Sponge Iron Plant Lavatory includes bush cutting, cleaning of drains, removal of garbage & waste from new colony, up-keeping of community toilet and SIP lavatory, cleaning of Thakurani central hospital and other day to day work.
6	Thakurani	Maintenance of mining boundary lines and different work under CSR.	Maintenance of mining lease boundary lines, surface right area, forest and non-forest area, erection of boundary wall, toe of waste dumps, broken up forest area along with various CSR activities like laying of pipe lines to near by periphery villages for supply of drinking water, electrification work, operation of submersible pumps and as and when required at different areas to overcome any exigency at Roida and Thakurani group of mines and SIP.

2. CONTRACT PERIOD:

The period of work shall be for 2 (two) years from 01.08.2011 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. AREA / PLACE OF WORK:

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

4. PROPOSED HEADS OF WORKMEN TO BE ENGAGED IN DIFFERENT CATEGORIES:-

JOB NO.	DESCRIPTION OF JOB	CATEGORY OF WORKMEN			TOTAL HEADS OF WORKMEN
		Un-skilled	Semi-skilled	Skilled	
1	Maintenance of Pipe Line, Pump House & Filter Bed	3	4	3	10
2	B.G.Line Maintenance and Lifting / packing of Rly. track	0	24	2	26
3	Watch & ward duty and other Misc. job at Roida	13	0	5	18
4	Camp Maintenance at Roida	12	0	0	12
5	Up-Keeping of Thakurani, Community Toilet, SIP Lavatory & New Colony	31	0	1	32
6	Maintenance of mining boundary lines and different work under CSR.	55	17	14	86
	GRAND TOTAL	114	45	25	184

5. The above deployment may be decreased or increased by the company as per requirement.

6. All Safety equipment for workmen & tools tackles for the above mentioned job shall be supplied by the agencies.

7. The detailed work to be carried out by the Agency shall be intimated by the Management from time to time.

8. EARNEST MONEY DEPOSIT:

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs 3,70,000/- (Rupees three lakh seventy 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.

9. 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.

9.1 The bidders are required to submit proof of ownership in the name of the firm/company along with the Techno commercial bid.

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

9.3 Crossed Demand Draft of Rs 3,70,000/- (Rupees three lakh seventy 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.

9.4 i) The bidders are required to submit their minimum three (03) years of Experience certificates towards engagement of manpower in carryout such type of contractual work in any reputed organization as mentioned above in the scope of work.

ii) The above 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.

9.5 Registered Partnership Deed in case of a Partnership firm.

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

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

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

9.9 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.

9.10 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.)

9.11 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.

9.12 The agency should possess Labour license from the appropriate authority under the Contract Labour (R&A) Act-1970.

9.13 The annual turnover of the agency should not be less than Rs 15 Lacks/- per annum in the last three financial years.

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.

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 who's Tender has been accepted by the OMDC.

h) **OMDC:** OMDC means "The Orissa Minerals Development Company Ltd." A company incorporated in India and having its registered office at Sourav Abasan, 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-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.

2.4 In case the tenderer/successful bidder fails to take up the work within 15 days from the date of award of L.O.I./Work Order or fails to cope up with the progress of the work for any reason whatsoever, OMDC reserves the right to terminate the contract and forfeit the earnest money /security deposit of the successful bidder and the cost of the work he/they have done by that time and the work may be rescinded.

3. SECURITY DEPOSIT (SD):

3.1 Recovery of security deposit @ 10% 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 1st 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 1st 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 AGM (I/C), The Orissa Minerals Development Company Limited, At/P.O.- Thakurani near Barbil, Dist- Keonjhar (Orissa) on or before 3.00 P.M of 21.06.2011

5. (A) OPENING OF TENDER:

The Technical bid part-I shall be opened on 21.06.2011 at 3.30 P.M in the office of the **AGM [I/C]**, 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:

6.2.The agency shall engage different categories of workmen for 6 number of jobs as depicted in **clause no.4** of chapter- II of the tender schedule. On failure of the contractor in engaging less than the required manpower / mandays, the company reserves the right to deduct the amount towards less engagement of man power / mandays for different categories of security personnel on pro-rata basis from the bills of the Agency concerned.

6.3 The total nos. of days to be engaged in job no. 1, & 3 shall be average 30 days (to be treated as full days in a calendar month).

6.4. In case of other jobs namely job no. 2, 4, 5, & 6 total nos. of days to be engaged in a month shall be average 26 (i.e. excluding 4 off days in a month).

6.5 Deduction of the amount from monthly contractor's bill towards less engagement of man power / mandays in respect of different jobs shall be in following manner:

Total contractual value for a month -----	X Total nos. of mandays actually engaged.
Total nos. of mandays to be engaged / supplied in a month	

7. Award of Contract

7.1. 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 AGM (I/C) 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 & engagement of workmen:

9.1 The Contractor / Agency shall ensure regular supply / engagement of different categories of workmen as per the instruction / advice of the Head of Personnel dept / Head of Engg. / Head of Mining dept / Head of Geology & Envn. Dept. The working time of different categories of work men 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 in respect of the job as mentioned in sl no. 1, & 3. However in case of balance job as mentioned in sl no. 2, 4, 5, & 6 the duty period shall be in General Shift. The agency shall ensure the engagement / supply of different categories of workmen as per the proposed requirement mentioned in clause no. 4 of chapter – II of the tender schedule and provide weekly-off as per the provision under law.

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.

12 PAYMENT & SETTLEMENT OF BILLS:

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 for consideration of payment from finance department of OMDC. 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. Deduction of terminal benefit: Company will deduct @ 15% of the gross wage bill of each running bill of the contractor towards terminal benefit for payment of labour dues on account of Bonus, compensation, leave wages on termination etc. OMDC will have absolute authority to retain and adjust the same for above purpose.

15. 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 minimum wages, Taxes, Duties & Levies or imposition of any new Taxes, 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 Govt. Authorities.
- iii) If there is any increase / decrease in minimum wages as per Central Govt. Notification, the company shall increase / decrease the contractual rates as per Notification for job no. no. 1, & 3 in the basis of $(\text{New Rate} - \text{Old Rate}) \times 30 \text{ days} \times \text{No. of heads employed} \times 1.35$ (fringe benefit) & the service tax attract thereof.
- iv) If there is any increase / decrease in minimum wages as per Central Govt. Notification, the company shall increase / decrease the contractual rates as per Notification for job no. no. 2, 4, 5, & 6 in the basis of $(\text{New Rate} - \text{Old Rate}) \times 26 \text{ days} \times \text{No. of heads employed} \times 1.35$ (fringe benefit) & the service tax attract thereof.

16. LEGAL & MISCELLANEOUS OBLIGATION:

16.1. 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 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 this behalf.

16.2 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.

16.3 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 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.

16.4 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.

16.5 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.

16.6 The contractor shall provide drivers possessing required valid License for running of the chauffeur driven vehicle.

16.7 The vehicle to be 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.

16.8 With regard to execution of this work, the contractor shall abide by the direction of Head of Personnel / Head of Mining / Head of Engg. / Head of Geology & Env'n.

16.9 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.

16.10 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.

16.11 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 90 (Ninety) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.

16.12 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.

17. Force meajure Clause.

17.1 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.

17.2 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.

17.3 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.

18. 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.

19. 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 Chairman cum Managing Director, The Orissa Minerals Development Company Limited, Sourav Abasan, 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091 and his decision in the matter will be final and binding on the 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.

20. 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.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
PART-I
TECHNO-COMMERCIAL BID- CHECK LIST

Ref: TENDER NOTICE NO: OMD/03/11-12

DT 30.05.2011

1	NAME & ADDRESS OF THE BIDDER		
2	ADDRESS OF THE REGISTEED OFFICE & BRANCH OFFICE, PHONE NO., FAX NO, E-Mail		
Pls. tick (√) mark as applicable		Enclosed	Not Enclosed
3	Partnership deed in case of partnership firm/ memorandum of association and article of association in case of joint stock company documents.		
4	Cost of tender document:		
5	EMD		
6	Experience certificate.		
7	Copy of Pan No. Documents		
8	Photocopy of latest income tax return		
9	Undertaking regarding black listed/debarred by any PSU		
10	Declaration as per clause no 11.10 (Chapter II)		
11	Labour license under Contract Labour (R&A) Act-1970		
12	Documents showing minimum turn-over of Rs. 15 lakh per annum, documents		

DETAILS OF EARNEST MONEY DEPOSIT:

Draft No. _____ DRAWN ON _____
Date _____
AMOUNT _____
PAYABLE TO _____
PAYABLE AT _____
CERTIFICATE TO BE GIVEN BY THE TENDERER

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)
PRICE BID.

Ref: TENDER NOTICE NO: OMD/ 03 /11-12

DT. 30.05.2011

1. Name & address of the bidder :

2. Rate :

JOB NO.	HEADS	TOTAL HEADS OF WORKMEN	Rate quoted per month (In Rs.)
1	Supply of different categories of manpower for different Annual job contracts in OMDC Mines.	184	
2	Service tax		
3	Any other charges/taxes/duties. (if any)		
	GRAND TOTAL		

(Rupees.....) only.

N.B : The above rates should be inclusive of wage rates notified by the central govt. & workers dues towards leave wages, P.F, Bonus, retrenchment compensation, holiday wages & service tax etc should be included in the quoted rate.

**Signature with seal
of the Tenderer**

**To
The Asst. General Manager (I/C)
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani, Via – Barbil,
Dist. Keonjhar (Orissa)
Pin – 758035**

Ref: Tender Notice No. OMD/ 03 / 11-12 Dt 30.05.2011

SUB: Annual Job contracts in OMDC Mines.

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.**