

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

**TENDER DOCUMENTS
FOR
DEPLOYMENT OF
PRIVATE SECURITY PERSONNEL
AT OMDC MINES**

(Tender Notice No. OMD/05/11-12, dated 07.06.2011)

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. KEONJHAR, ODISHA

REGD. OFFICE: Sourav Abasan, 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY

KOLKATA-700091

CHAPTER-I

TENDER NOTICE

TENDER NOTICE NO. – OMD/5/11-12

DATED – 07.06.2011

1. Sealed Tenders in prescribed format are invited from registered, bonfied, experienced & financially sound Pvt. Security Agencies for deployment of Security Personnel along with a chauffeur driven bolero jeep in OMDC Mines.

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 27.06.2011 during office hours and can be also download from our website www.birdgroup.gov.in & NIC Portal.

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

[b] The Dy. Manager (Commercial), The Orissa Minerals Development Co. Ltd., at Sourav Abasan, 2nd 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. Tender in the prescribed format (enclosed) compete in all respect accompanied with earnest money of Rs.1,75,000/- (Rupees one lakh seventy five thousand) only in shape of Bank Draft / Pay Order from any Nationalised 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 General Manager / Dy. General Manager (I/C).

4. The Tender document shall be submitted in two 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 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 scribed the Tender No. and date.

5. The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredit representative at 3.30 P.M. on 27.06.2011 in the office of the General Manager / Asst. General Manager (I/C), 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 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 from 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 lower 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 documents 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. / Agreement.

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. KEONJHAR, ODISHA

REGD. OFFICE: Sourav Abasan, 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY

KOLKATA-700091

CHAPTER-II

1. SCOPE OF WORK:

1. Deployment of Security Personnel at different security points at Thakurani, Roida and Belkundi-Bagiaburu Mines of OMDC.
2. Duties and responsibilities of the Agency & Security Personnel.
 - i) The duties of Security Personnel comprise of : -
 - a) Prevention of theft & pilferage of company's property.
 - b) Manning of Gates, posts and patrolling beats.
 - c) Extinguishing of Fire hazards.
 - d) Checking of materials and Vehicles at the Gate.
 - e) Personal search and search of belonging of Workmen and other persons.
 - f) Protect the company's property from sabotage and damage.
 - g) Checking Gate passes and tokens.
 - h) Prevent unauthorised entries and taking of photograph in our premises.
 - i) Collection of intelligence.
 - j) To assist Police in law and order duties, natural calamities and other exigencies of work.
 - k) To protect encroachment of company's land and prevent unauthorised construction in company's land through round the clock mobile patrolling at Thakurani, Belkundi and Roida areas.
 - l) To report about irregularities against the interest of the company to the superior authorities from time to time.
 - m) Any other duties as may be assigned by the Management from time to time.

ii) Description of Tentative location.

Workshop gate, Magazine, Railway weigh bridge, Road weigh bridge, Crusher - I & IV, Crusher - II & III, Pump house, V.T. Centre, New colony gate, Spencer Club North Iron check gate, Check gate - III, Drilling site, Nalda colony & Bungalows etc. of Thakurani, Belkundi & Roida and any other posting as decided by the Management.

3. CONTRACT PERIOD:

The period of work shall be for 2 (two) years from issue of L.O.I, 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)

4. AREAS OF OPERATION:

Deployment of Security Personnel at different security points at Thakurani, Roida and Belkundi-Bagiaburu Mines of OMDC. The area of engagement of such Security Personnel may be modified / changed at the sole discretion of OMDC

5. PROPOSED SECURITY DEPLOYMENT

Sl.No.	Post	Shift			Total	Remarks
		'A'	'B'	'C'		
Thakurani						
1	Magazine	02	02	02	06	
2	Workshop	01	01	02	04	
3	Road W/B	-	01	01	02	
4	Crusher Plant No. I & V	01	02	02	05	
5	Crusher Plant No.III	01	02	02	05	
6	Crusher Plant No.II	01	01	02	04	
7	Railway W/B	-	01	01	02	
8	Out Gate (Colony)	-	01	01	02	
9	Patrolling	-	-	02	02	
10	Pump House	-	01	01	02	
11	Sergeant	-	-	01	01	
12	Controlling Officer	-	-	01	01	
Bagiaburu & Nalda						
13	Mines Gate	01	01	02	04	
14	Nalda Colony Patrolling	-	-	01	01	
Roida						
15	Magazine	02	02	02	06	
16	Mines Gate	02	02	02	06	
17	Sergeant	-	-	01	01	
18	11 % reserve for reliever duty				06	
Total					60	

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

5. (i) The Agency should provide the Uniforms, Arms, Ammunitions and other equipments & a chauffeur driven bolero jeep in OMDC Mines so required at their own cost.
(ii) The Agency will provide a bolero jeep (Mahindra make) of not less than 2005 model / make with driver for round the clock security duty. All repair & maintenance of the vehicle will be made by the agency but required P.O.L shall be supplied by the company @ HSD 10 k.m / litre and 1 litre mobile per 250 k.m running.
6. The Agency shall provide uninterrupted security services round the clock at all specified security check posts for whole month and as required by the Management from time to time.
7. The detailed work to be carried out by the Agency shall be intimated by the Management from time to time.
8. The Agency should ensure that the Security Personnel do not divulge any secret of the company or indulge in any activity which is prejudicial in the interest of the company. They shall not be member of any union and take part in any Union activities.

9. EARNEST MONEY DEPOSIT:

Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.1,75,000/- (Rupees one lakh seventy five thousand) only in shape of Bank Draft / Pay Order drawn on any Schedule / Nationalized Bank in favour of "The Orissa Minerals Development Company Limited" 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.

10. ELILGIBILITY CONDITION

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

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

Note: - i) The ownership of light vehicle (Mahindra Bolero make) of partners of the firm or that of Director of a company will be considered has ownership of the light vehicle of firm/company participating in the Tender.

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

10.3 Crossed Demand Draft of Rs.1,75,000/- (Rupees one lakh seventy five thousand) only in favour of the Orissa Minerals Development Company Limited towards Earnest Money Deposit. Non submission of the EMD will be disqualify & liable to be rejected.

10.4 i) The bidders are required to submit their minimum 03 (three) years experience certificates towards engagement of Private Security Personnel in any reputed organisation.

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.

10.5 Registered Partnership Deed in case of a Partnership firm.

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

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

10.8 Copy of up-to date M.V. Tax payment, Insurance & Registration Certificate of the chauffeur driven Mahindra make (Bolero model) vehicle to be submitted.

10.9 Photo copy of the latest Income Tax Return signed by a Chartered Accountant.

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

10.11 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).

10.12 Any person/firm/company/society etc who was having contracted 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.

10.13 The agency should possess license from the appropriate authority under the Private Security Agencies (Regulation) Act-2005.

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.

10.14 The bidder has to indicate any pending criminal case / conviction of any matter against any of the Director/Partner/Proprietor. The Management reserves the right to reject the Tender taking into consideration of seriousness and magnitude of the offences alleged.

CHAPTER-III

GENERAL CONDITION

1. DEFINATION

- a) Tenderer / Bidder: Tendered/Bidder means a person, society, firm or company willing to participate by accepting terms and conditions given in the Tender document.
- 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) Schedule 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 Limited". 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 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/DGM(I/C), The Orissa Minerals Development Company Limited, At/P.o. Thakurani near Barbil, Dist. Keonjhar (Odisha) 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 GM/DGM(I/C), The Orissa minerals Development Company Limited, At/P.o. Thakurani near Barbil, Dist. Keonjhar (Odisha) 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 fulfil 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 for 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 Part-1 of scope of work given in chapter-II, the rate of penalty shall be as under.

6.2 Total number of Security Personnel to be engaged in job shall be average 30 days (To be treated as full days in a calendar month).

6.3 Deduction of amount of contractor’s bill towards less engagement of Security Personnel in respect of different posts shall be in following manner:

$$\frac{\text{Total contractual value for a month}}{\text{Total number of Security Personnel to be supplied in a month}} \times \text{Total nos. of Security Personnel engaged}$$

The agency shall deploy security personnel in different security posts as depicted in clause no. 5 of chapter-II of the Tender schedule. On failure of the contractor, the company reserves the right to deduct the amount towards hiring of different categories of security personnel on pro-rate basis from the bills of the Agency concerned.

7. Award of Contract:

7.1 The company reserves the right to accept or reject any or all Tender 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/DGM (I/C) to sign the contract agreement within 10m 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 security personnel:

9.1 The Contractor /Agency shall ensure regular availability security personnel as per the instruction / advice of the Security In-charge / Head of Personnel Dept. The working time of different security personnel shall be in roster duty & 3 shift basis i.e. (i) 'A' shift 6.00 am to 2.00 .pm. (ii) 'B' shift 2.00 p.m. To 10.00 p.m. (iii) 'C' shift 10.00 p.m. to 6.00 a.m. The agency shall ensure the deployment of security personnel as per the deployment chart mentioned in clause no. 5 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 employers and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractors fail 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 CONDITION:

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 for 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 Bolero to be engaged for the job as stated in the part-I techno-commercial bid. The Tenderer should submit the documents to proof their ownership of Bolero. The details of Bolero should be mentioned with a brief specification including Type/make/model etc.

12. PAYMENT & SETTLEMENT OF BILLS:

Payment shall be made on the basis of deployment of security personnel in different security post. The contractor shall raise the bill in triplicate along with log book, quoting work order no. Date and submitted to the Security In-charge / Head of Personnel Department 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. 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) Not withstand 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 rates as per Notification per month 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.

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 the behalf.

16.2 The contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.

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 to right whatsoever on the land on which such huts are/have been constructed and the contractor shall not be entitled to transfer such huts or houses to any person. He shall not make any additions or alternations to any existing building without prior permission of the company or any representative duly authorised in this behalf. The contractor(s) will use the existing available hutting / quarters for his workers at a nominal rent that will be fixed by the competent authority of the company. However, it will not be obligatory on the part of the company to provide hutting / quarters to the contractor's workers.

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 Odisha 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 Security in-charge / Head of Personnel.

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 fulfilment 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 fulfil 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.

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 Measure 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, breakdown 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 exceeding 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 tender may be referred to the sole Arbitration of a person appointed by the Chairman cum Managing Director, The Orissa Minerals Development Company Ltd. (A Govt. Of India Enterprise) "Sourav Abasan", 2nd Floor, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700091.

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/5/11-12

DATE - 07.06.2011

1. NAME & ADDRESS OF THE BIDDER.
2. ADDRESS OF THE REGISTERED OFFICE & BRANCH OFFICE
PHONE NO. FAX NO. E-mail no. etc.
3. PARTNERSHIP DEED INCASE OF PARTNERSHIP FIRM /MEMORANDUM OF ASSOCIATION AND ARTICLE OF ASSOCIATION IN CASE OF JOINT STOCK COMPANY CODUMENTS

Pls. Tick (v) mark as applicable

Enclosed	Not Enclosed

4. Copy of Pan No. documents

Enclosed	Not Enclosed

5. P.F. regd. No. documents

Enclosed	Not Enclosed

6. Solvency certificate documents

Enclosed	Not Enclosed

7. Experience certificate documents

Enclosed	Not Enclosed

8. Documents showing minimum turn-over of Rs. 15 lakh per annum, documents

Enclosed	Not Enclosed

9. T.D.S. Certificate, documents

Enclosed	Not Enclosed

10. Chauffeur driven Bolero Jeep (Vehicle documents)

Enclosed	Not Enclosed

11. Service Tax regd. No.

Enclosed	Not Enclosed

12. Pvt. Security License under Pvt. Security Agencies ® Act-2005

Enclosed	Not Enclosed

13. Undertaking regarding black listed / debarred by any PSU

Enclosed	Not Enclosed

14. Declaration as per clause no.11.11 of chapter-I

Enclosed	Not Enclosed

DETAILS OF EARNSET MONEY DEPOSIT

DRAT NO.

DRAWN ON

DATE

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

PRICE BID

Ref. – TENDER NOTICE NO. – OMD/5/11-12

DATE – 07.06.2011

1. Name & address of the bidder :

2. Rate : Rate quoted per head per month

Sl.No.	Category	Heads	Rate quoted per head per month (In Rs.)	Total amount
1	Security Guard with Arm	13		
2	Security Guard without Arm	43		
3	Head Guard	01		
4	Sergeant / Inspector	02		
5	Over all Controlling Officer	01		
6	Chauffeur driven Bolero Jeep (including driver & maintenance cost but excluding cost towards P.O.L)			
7	Any other information the tenderer wants to insert in the price bid.			
8	Service Tax (as applicable)			
9	Contract rate per month			

(Rupees.....) only.

N.B : The above rates should be inclusive of wage rates notified by the Central Government & Workers dues towards leave wages, Provident Fund, 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 (Odisha)
Pin – 758 035.

Sub: - Deployment of Private Security Personnel at OMD Mines.

Ref: Tender Notice No.OMD/05/11-12, Dated 07.06.2011.

Dear Sir,

In response to the Tender invited by you, I/We examined the general conditions, other terms & 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,

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

Encl : List of documents.

**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
Regd. Office “Sourav Abasan, 2nd 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/5/11-12 Dated 07.06.2011.	DEPLOYMENT OF PRIVATE SECURITY PERSONNEL AT OMDC MINES	Up to 3.00 P.M. Dated 27.06.2011.

Tender documents can be obtained from the office of (i) **The Sr. Manager (Finance), The O.M.D.Co. Ltd. Thakurani, Via – Barbil, Dist. Keonjhar (Odisha),** (ii) **The Dy. Manager (Commercial), The O.M.D. Co. Ltd. “Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091”** on payment of Rs.520/- (Rupees five hundred twenty) only per each and only in cash on any working day on or before 12.00 noon dated 27.06.2011 during office hours. 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.

Sd/-
Asst. General Manager (I/C)