

(A Govt. of India Enterprise)

Mines Office:P.O. Thakurani, via- Barbil-758035. Dist- Keonjhar (Orissa)

TENDER & CORRIGENDUM NOTICE

Last Date of submission of tender has been extend as per the following schedule by amending the price bid format. Bidders are requested to submit their sealed bid along-with the requisite documents as per the various clauses of Tender Schedule. Bidders whose technical bids have already been opened are also given option for re-submission of their sealed price bid in respect of the mentioned tender notices.

Sl. No.	Corrigendum & Tender Notice No & Date	Subject	Tender Document		
			Last date of sale	Last Date of submission	Opening of Technical Bid
1	OMD/20/11-12 (Corrigendum)	General Maintenance and Up-keeping in OMDC Mines / Colony	14.12.11 by 12.00 Noon	14.12.11 by 3.00 P. M.	14.12.11 at 3.30 P. M.

The Tender can also be downloaded from our website: <http://www.birdgroup.gov.in>.

Sd/-
Business Head

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**(A Govt. of India Enterprise)****P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)****Telephone No. : 06767-275530, 275218, 276131**

CHAPTER – I
TENDER NOTICE

Sealed Tenders are invited from reputed & experienced agencies to render maintenance services in OMDC mines & colony near Barbil, District – Keonjhar (Odisha).

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/ 20 / 11-12 Dt: 21.10.2011	GENERAL MAINTENANCE & UP-KEEPING IN OMDC MINES & COLONY	Up to 3.00 P.M. dated 15.11.2011

Tender documents can be obtained from the office of The Manager (F), The O.M.D. Co. Ltd. Thakurani, Via-Barbil, Dist. Keonjhar, (Orissa) on payment Rs.1,040.00 (Rupees one thousand forty only inclusive of OVAT @ 4%) in cash or in form of Demand Draft drawn on any Nationalised Bank payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.gov.in and in such a case, the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid.

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

BUSINESS HEAD

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)

Tender for Service Contracts

Sealed Tenders are invited from the interested and eligible agencies for carrying out the following works:

1. **Scope of Work:**

NAME OF JOB	DESCRIPTION OF JOB
<p>i) Maintenance of Pipe Line, Pump House & Filter Bed at Thakurani & Roida.</p> <p>Manpower to be engaged - 10</p> <p>Skilled - 03</p> <p>Semi-skilled - 04</p> <p>Un-skilled - <u>03</u></p> <p>Total 10</p>	<p>Maintenance of Pipe line, Pump house and Filter Bed including laying of pipes, cutting, bending, digging trenches, cleaning and replacing of damaged Pipes.</p> <p>Ensuring timely distribution of water to different areas at Thakurani & Roida throughout 24 hours a day is necessary.</p> <p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work.</p> <p>Necessary materials like pipes, joints, sanitary items, alum, bleaching powder, etc. will be made available at the work site by OMDC.</p>
<p>ii) B.G.Line Maintenance and Lifting / packing of Rly. Track at TK-1 and TK-2 railway siding of OMDC.</p> <p>Manpower to be engaged - 14</p> <p>Skilled - 02</p> <p>Semi-skilled - <u>12</u></p> <p>Total 14</p>	<p>Normal repair and maintenance of railway tracks, cleaning of track, spreading of ballast in the tracks, changing of sleepers, rails etc. and in case of any derailment or otherwise.</p> <p>Assisting the railway staff, adjustment of loaded rake at Barajamda Siding, daily supervision & inspection, etc. as & when required for both the sidings.</p> <p>All other works incidental to track maintenance of both the sidings to ensure proper rail movement.</p> <p>The contractor shall have to use his own tools, tackles, implements, etc. for carrying out the said work.</p> <p>Necessary materials like rails, sleepers, ballasts, etc. will be made available at the work site by OMDC.</p>
<p>iii) Camp Maintenance at Thakurani.</p> <p>Manpower to be engaged - 12</p> <p>Un-skilled - 12</p>	<p>Sweeping, cleaning and maintenance of Roads, Canteen, Temples, etc. of the colony area at Thakurani.</p> <p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work.</p> <p>Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.</p>
<p>iv) Camp Maintenance at Roida</p> <p>Manpower to be engaged - 12</p>	<p>Sweeping, cleaning and maintenance of Roads, Canteen, Temples, etc. of the colony area at Roida.</p> <p>The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work.</p>

Un-skilled - 12	Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.
v) Up-keeping & sanitation of colony & office at Thakurani. Manpower to be engaged - 10 Skilled - 01 Un-skilled - <u>09</u> Total 10	Up-keeping & sanitation of colony, office premises, central hospital, cleaning of toilets, drains, removal garbage & waste at Thakurani. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like brooms, bleaching powder and other cleaning materials, etc. will be made available at the work site by OMDC.
vi) Gardening & Afforestation at Thakurani & Roida. Manpower to be engaged - 20 Skilled - 01 Un-skilled - <u>19</u> Total 20	Maintenance of gardens at Director's Bungalow, Guest House, General Office, Work shop, Temple Garden, Colony, etc. At Thakurani & Roida. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials like seeds, saplings, manure, cutting scissors and other gardening materials, etc. will be made available at the work site by OMDC.
vii) Lease boundary jobs at 6 mining lease areas. Manpower to be engaged - 59 Skilled - 02 Semi-skilled - 45 Un-skilled - <u>02</u> Total 59	Pillar posting at the boundary lines, cleaning of boundary line, marking of broken area, toe of waste dumps, & repairing of roads, afforestation in the non forest & forest areas of mines, etc. at mines at all the 6 mining leases at Thakurani & Roida. The contractor shall have to use his own tools, tackles implements, etc. for carrying out the said work. Necessary materials required for the job will be made available at the work site by OMDC.

The above manpower requirements are indicative which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made as per contract award rate of different categories of workers.

2. **Estimated Cost:** Rs.1,33,15,419.94 (Rupees one crore thirty three lacs fifteen thousand four hundred nineteen & ninety four paisa) only per year for all the 7 service contracts.
3. **Period of Contract:** 2 (two) years. This may be extended for a further period of 1 (one) year, subject to satisfactory performance of the contractor.
4. **Date of Commencement of Job:** As will be mentioned in work order.
5. **Tender opening date and time:** 15.11.2011 at 3.30 PM.
6. **Period of validity:** The Price quoted by the Tenderer shall remain valid for a minimum period of 120 days from the date of submission of the Tender.
7. **Tender Submission :** The Tenderer shall submit the Tender in two parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and super scribed with the respective Tender Number.

Earnest Money shall be deposited in the shape of Bank Draft in favour of OMDC, payable at SBI, Barbil and the same is to be put in a separate envelope duly sealed and super scribed with the word "Earnest Money".

All the three envelopes containing Part - I, Part - II and Earnest Money shall be put in a fourth envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening and addressed to Business Head, OMDC Ltd., At/P.O. Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035.

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

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office. No modification to description of item and unit shall be made.

Tenders not received in prescribed form will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tenders will be received up to 3.00 P.M. on 15.11.2011 and will be opened on the same day at 3.30 P.M. in the presence of Tenderers or their authorized representative who may choose to be present. The Tenderers will be informed about the date & time of the price bid opening in advance by Letter/Fax/Telephone.

Tenderer should indicate the Bank, Branch and Account No. to which they would like the payment to be credited.

The Management reserves the right to reject any or all the Tenders without assigning any reason whatsoever.

The tender document shall have to be signed by the tenderer in each page & will not alter any condition of the tender failing which the tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

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

CHAPTER – II

Terms & Condition for the Service Contracts

1. Technical Bid :

- I. The bidders are expected to have 3 (three) years of experience in carrying out the said services as stipulated in the 'Scope of Work'.
To this effect, the tenderer must submit an experience certificate along with the tender documents.
The above experience in the name of partners of the firm or that of the Director of the Company will be considered as experience of the firm/company participating in the tender.
- II. The annual turnover of the bidder should not be less than Rs.25,00,000/- (Rupees Twenty five lacs) only in the preceding 3 (three) years i.e. 2008-09, 2009-10, 2010-11.
- III. Proof of payment made to OMDC towards cost of tender document.
- IV. Earnest money deposit (EMD) of Rs.2,66,000/- (Rupees Two lacs sixty six thousand) only in shape of Demand Draft drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- V. The tenderer must submit an undertaking in their company/firm's Letter Head that the agency was not blacklisted/debarred by any PSU or OMDC at any point of time.
- VI. A declaration should be submitted that the bidder has carefully read the all terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender.
Alteration of the Tender document shall lead to rejection of the bid.
- VII. Document relating to Status of the bidder has to be submitted in form of the following –
 - Memorandum & Article of association in case of a Limited Company,
 - Registered Partnership Deed in case of partnership firm and
 - An affidavit in case of a proprietorship firm.
- VIII. Copy of PAN card & Service Tax Registration certificate.
- IX. Copy of latest Income Tax certificate.
- X. Copy of Labour License.

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

2. Price Bid :

The bidders are required to quote the rates per head, monthly rates for skilled, semi skilled & unskilled workers separately in given “**Price Bid**” format. These rates should be inclusive of minimum wage rate as notified by Central Govt., Provident Fund, Bonus, Leave Wages, Holiday Wages, Retrenchment Compensation & Service Tax, etc.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid taking into aggregation of all the 7 service contracts for deployment of manpower.

3. Work Schedule & Maintenance of Records:

- i. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating no. of persons to be deployed along with time schedule of deployment. The work schedule is to be drawn in consultation with the OMDC nominated officer and approved by the Business Head, OMDC.
- ii. **Maintenance of records:** The successful bidder will maintain the records of the works performed, number of people engaged, minimum wage paid and all other statutory benefit paid as per labour law. These records to be inspected by the nominated officer and signed by him. These records will also be inspected and signed by Business Head of OMDC on quarterly basis. In case of irregularity/defect noticed action shall be taken as per applicable law.

SIGNATURE OF THE TENDERER WITH SEAL

General Conditions

1. The Tenderer should submit the bid as per the number of man-days mentioned in the 'Scope of Work' for all the categories of jobs.
2. The Tenderer shall visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer will not be liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
3. The rate quoted in the Tender by the Tenderer shall be in figure as well as in words. In case of difference in rates quoted in figures and words, the calculated arithmetical figure arrived at by multiplying rate will be taken as final for evaluation of price. The rate not quoted in both figures and words is liable to be rejected.
4. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will liable for rejection.
5. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 15 days from date of issue of LOI (Letter of Intent).
6. The rates in the Tender shall cover all statutory duties / taxes / levies including Service Tax, E.S.I., third party insurance, etc. as applicable on the date of Tender.
7. Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms and conditions or rates of his Tenders after opening of the Tenders, shall not be entertained under any circumstances.
8. The successful tenderer / agency shall make his own arrangement for all his materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time as per the requirement of tender schedule for both the locations i.e. Thakurani & Roida.
9. The agency shall be liable to issue safety gadgets & ensure proper use of the same by the employees engaged by him. If the agency fails to provide the same at his own cost, the company will provide the safety gadgets and the cost thereof will be recovered from the bills of the agency.
10. The workers of the agency will have to undergo initial medical examination prior to commencement of the job. Further, periodical medical examination has also to be done as per Mines Rule, 1955. Apart from this, medical facility will be extended to the workers of the agency in the central hospital, Thakurani. The cost of the medical expenditure will be recovered from the running monthly bills of the agency.
11. Basic training as required to the workers of the agency will be provided at Group Vocational Training Centre, Thakurani & Roida as per statute.
12. Each worker will have to be issued Identity Card by the agency depicting Name, Designation and all relevant data about his appointment by the agency.
13. The agency shall report immediately to the company every case of epidemic/contagious disease occurring to his workers. Failure to do so will make the agency liable to the company for any expenses or liabilities incurred by such failure.

14. The vehicles to be engaged for the work must be duly registered and fully insured against 3rd party risk and must have fitness certificate, road permit, tax token etc. issued by Road Transport Authorities of Odisha as required. Driver engaged should possess required Valid Driving Licence.
15. The agency shall be liable for all the compensation that may arise for any accident, death, injury, etc. to his workers caused by during the operation of the job. Further, the agency will have to obtain the applicable 3rd party insurance coverage.
16. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
17. Acceptance of Tender will be intimated to the successful Tenderer by a letter of Acceptance (LOA) to be followed by an Agreement.
18. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
19. Tenderer will sign along with the seal of the Company on all the pages of Tender documents as token of its acceptance.
20. Statutory & Other Obligation on the part of the Agency :-
 - a. During the period of the Contract, if any Govt. dues or any other dues under whatever Act/Attachment/Notice related to the agency is received by the Company, the same shall be realised from the Contractor's bill.
 - b. Taxes, duties, levies etc. including local taxes if imposed by the Local Government bodies on or before the date of the Tender shall be borne by and paid by the Contractor and these should be included in his rates. Any statutory taxes / duties / levies which are levied after the date of the Tender shall be reimbursed to the Tenderer on production of such documentary evidence if applicable to mine.
 - c. Regarding service tax, **the Tenderers need to include the same while submitting their price bids.** Such Service tax, if applicable, shall be reimbursed to the agency on production of sufficient documentary evidences as per rules.
21. The work order may be placed on one party or more one than party on basis of L-1 quotation. All the Tenderers may be required to explain / justify the basis of their quoted price as and when asked for. In case, any Tenderers fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalised from the present Tender.
22. **Earnest Money** - 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. Earnest Money shall be refunded to the unsuccessful bidders after the finalization of the Tender.
23. **Escalation / De-escalation Amount** - For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen an amount as calculated below on monthly basis will be paid to the contractor or recovered from him -

Escalation/De-escalation Amount = [Labour Rate Revised for respective category - Labour Rate as on base date for respective category] x Total no. of man days x 1.35 (including fringe benefit) + the Service Tax.

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

24. The impact of Fringe Benefits is to be borne by contractor as applicable and payable by the contractor to his workmen may be considered by the Tenderers while submitting their offers.

The applicable fringe benefits as per statute depending upon the number of working days a worker has worked in a calendar year are as below: -

- | | |
|------------------|---|
| a) P.F. | 13.61% on applicable rate of minimum wages in all cases. |
| b) Bonus | 8.33% |
| c) Leave wages | 4.81% |
| d) Retrenchment | 4.81% |
| e) Holiday wages | 3.20% |

A recovery of 8% towards terminal benefits like Bonus, Retrenchment Compensation, Leave wages, etc., which are payable by the contractor to his workers; will be deducted from the monthly bills of the contractor in order to meet the statutory obligation as and when fallen due.

This withheld amount will be released on the written request of the contractor based upon a separate claim as and when fallen due.

25. The contractor shall be fully responsible to comply with all statutory obligations as employer including all contributions under P.F. and Pension Scheme (FPF) etc under the employees Provident Fund and Misc. Provision Act, 1952 and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under contract as per applicable statutory provisions / law and Government Notifications and will take full liabilities on the account. The company will not take any liabilities on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract including security deposit or a debt payable by the contractor.
26. The work shall have to be executed in a planned manner as per the programme and instructions of the In-charge of the work.
27. The contractor shall not engage labourer on his rolls without obtaining license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act'1970 and Rules framed there.
28. The names of all the labourers engaged by the contractor in the Mines are to be entered in Form 'B' Register before commencement of the work. All the labourers employed shall be covered under Workman Compensation Act'1923.
29. **Compliance with Statutes:** The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspenses incurred by the Employer in proceedings before the statutory authorities.

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

31. **Security Deposit :** 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 monthly bill of the contractor.

The EMD amount of the successful bidder shall be converted to Security Deposit.

However, at the end of each financial year OMDC may release the amount over and above Rs.10,00,000/- (Rupees Ten Lac only) from the accumulated security deposit on production of document towards payment of statutory dues like Annual Bonus, Leave Wages, Retrenchment Compensation etc.

All the payment towards wages and other statutory dues to the workers of the contractor engaged by him are to be made in the presence of the concerned engineer-in-charge or his authorised representatives and the representative of the personnel department.

The payment sheets shall have to be countersigned by the concerned engineer-in-charge or his authorised representatives and the representative of the personnel department in support of witnessing the payment process.

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

33. **Default:** The performance of contractor will be considered unsatisfactory if: -

- a) The contractor does not attend the work as per contract.
- b) The contractor does not carry out the instruction of the concerned officer.
- c) The contractor is found consistently irregular in reporting to concern authorities.
- d) The contractor incurs loss to the company in any of the activities.
- e) The contractor does not maintain discipline at the work.

34. **Penalty / Forfeiture etc:**

- i. The company shall be liberty to deduct and appropriate from Security deposit such penalties towards default may be payable by the contractor as per this contract. In case of termination of the contract by the contractor, the company shall have right to forfeit the Security Deposit and /or EMD.
- ii. If the contract work is found unsatisfactory, the company reserve the right to get the work done from the market at the risk of cost of the contractor. The amount spent shall be recovered from the contractor's bill, Security Deposit retained by the company.
- iii. If the service is not rendered as per work schedule and the performance of the contractor considered unsatisfactory, penalty @ Rs.100/- per day per each unsatisfactory job shall be recovered from the contract's bill. Similarly penalty @ of Rs. 200/- will be imposed per person if the contractor's fails to deploy less than the agreed number of person for the nominated job. Both the penalties may be imposed simultaneously and the same shall be

deducted from the monthly bills of the contractor. In case of repeat by the contractor, it may result in termination of the contract by serving thirty days notice.

35. **Terms of Payment:** Payment shall be made on the basis of man-days of engaged for the seven categories of work on as and when required basis.

For the purpose, the contractor has to submit the bill in triplicate containing therein work order/agreement number along with the PF deduction certificate and attendance sheet duly certified by the concerned department / authorised officer on monthly basis to the Personnel deptt.

After necessary verification, the Head of the Personnel department shall forward the same to Finance Department for consideration of payment.

Note: Submission of P.F. deduction statement & attendance sheet is a must for release of payment.

36. **Schedule of Payment:** Within 30 days from the date of submission of bill. In any case, the processing of release of payment is delayed for whatever reason, 80% (eighty percent) of the bill value may be considered to be released as ad-hoc payment.

37. **Tax deduction at Source:** 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.

38. **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).

39. **Exit Clause:** Both the parties have right to exit from this contract/agreement by serving notice in writing of at least ninety days. However, they will continue to liable for the work done during the contract period even after contract period. In case of no observance of nay statutory law/guideline, if the company is held responsible by any authority, the contractor will be indemnify the company which may forfeit the Security Deposit/Earnest Money Deposit if the liabilities are not met by the contractor.

40. **Arbitration:** Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, 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 company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.

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

41. The Company reserves the right to cancel the Tender without assigning any reason whatsoever.

42. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the contractor without any claim of loss by the contractor.

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-700091

PART-I

TECHNO-COMMERCIAL BID : CHECK LIST

Ref: TENDER NOTICE NO: OMD/ 20 /11-12

DT. 21.10.2011

1	Name & Address of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
Please tick (√) mark as applicable		Enclosed	Not Enclosed
3	EMD		
4	Cost of Tender document		
5	Experience Certificate		
6	Undertaking regarding blacklisting / debarment by any PSU		
7	Documents in support of Minimum Turnover of Rs. 25,00,000/- per annum.		
8	Documents in support of 'Status' of the Bidder. (Partnership deed / Memorandum of Association & Article of Association / Affidavit, etc.)		
9	Copy of Pan Card & Service Tax Regn. No.		
10	Copy of Service Tax Regn. No.		
11	Copy of Labour License		
12	Copy of Latest Income Tax Return		
13	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.		

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)

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-700091

PART- II

PRICE BID

Ref: TENDER NOTICE NO: OMD/ 20 /11-12

DT. 21.10.2011

1. Name & Address Of The Bidder : _____

2. Rate Quoted :

Sl. No.	Deployment of Manpower	Indicative requirement	Rate quoted per head per month (Rs.)	Total Value (Rs.)
1	Skilled	9	In Figures : In Words :	
2	Semiskilled	28	In Figures : In Words :	
3	Unskilled	100	In Figures : In Words :	
TOTAL		137		
			Add : SERVICE TAX	
GRAND TOTAL				

(In words – Rupees only.)

N.B : The L-1 offer will be evaluated by taking the quoted above Grand Total Value into consideration.

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

UNDERTAKING

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

Ref: **TENDER NOTICE NO. OMD/20/2011 - 12**

DT: 21.10.2011

Sub:SERVICE CONTRACTS - GENERAL MAINTENANCE & UP-KEEPING AT OMDC MINES.

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

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

I/we enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.
i) Tender Schedule
ii) Part-I Techno Commercial Bid
iii) Part-II Price Bid.