

**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

TENDER NOTICE

Sealed Tender's are invited from reputed & experienced agencies to render electrical maintenance services in OMDC Mines & Colony near Barbil District Keonjhar, Orissa.

TENDER NOTICE	SERVICE CONTRACT	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/21 /11-12 Dt: 21.10.11.	MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI & ROIDA	Up to 3.00 P.M. 16.11.2011

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. 520.00 (Rupees five hundred twenty) only including OVAT @ 4% in cash or Demand Draft from any Nationalised Bank payable at State Bank of India, Barbil. It can also be downloaded from our website www.birdgroup.gov.in which should be enclosed with the cost of tender document in shape of demand draft at the time of submission of tender. All other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

BUSINESS HEAD

CHAPTER - I

Tender for Electrical Service Contract

Sealed Tenders are invited from eligible Parties for the following work :

1. Scope of Work:

ACTIVITIES	DESCRIPTION OF ACTIVITIES
MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI & ROIDA.	The job involves daily maintenance of electrical & telephone lines in the office, colony area etc including power house maintenance work at Roida, Thakurani & Nalda.

The above work are indicative which can be increased or decreased as per requirement and accordingly deduction for additional payment may be made as per the approved proposed rate.

2. **Estimated Cost** : Rs. 16,20,550.00 (Rupees sixteen lacs twenty thousand five hundred fifty) only per year.
3. **Period of Contract** : Two years and may be extended for a further period of One year, if the performance of the Contractor is found satisfactory.
4. **Date of commencement:** As may be mentioned in Work Order.
5. **Tender opening date and time:** 16.11.2011 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 Tender.

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 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 may be liable for summarily rejected.

Tenders will be received up to 3.00 P.M. on 16.11.2011 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 amount to be credited. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. The Management reserves the right to reject any or all the Tenders without assigning any reason whatsoever. The Tender shall be signed by the tenderer in each page and will not alter any condition of the tender failing which tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

ONMDC

CHAPTER - II

Terms and Conditions for Service Contract

1. Scope of Work:

ACTIVITIES	DESCRIPTION OF ACTIVITIES
MAINTENANCE OF ELECTRICAL POWER HOUSE & TELEPHONE EXCHANGE AT THAKURANI & ROIDA.	The job involves daily maintenance of electrical & telephone lines in the office, colony area etc including power house maintenance work at Roida, Thakurani & Nalda.

Note : The above work are indicative which can be increased or decreased as per requirement of OMDC and accordingly deduction or additional payment may be made on the basis of approved "per head quoted rate".

- 2. Estimated Cost** : Rs. 16,20,550.00 (Rupees sixteen lacs twenty thousand five hundred fifty) only per year.
- 3. Period of Contract** : Two years and may be extended for a further period of One year, if the performance of the Contractor is found satisfactory.
- 4. 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 Tender.
- 5. Eligibility Criteria** : The Tenderer should submit the following documents along with the tender.
- I) The bidders are expected to have three years of experience for rendering service, as stipulated in reputed organisation.
- The Tenderer must submit a certificate towards proof of experience along with the Tender documents.
- The agency should possess electrical contractor license for H.T line from appropriate authority.
- 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.
- II The annual turnover of the Bidder should not be less than Rs. 10,00,000/- (Rupees Ten lacs only) in the preceding 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. 32,000/- (Rupees Thirty Two thousand only) paid in shape of Demand Draft in favour of The Orissa Minerals Development Company Limited, drawn on any nationalised Bank payable at Barbil, Dist. Keonjhar, Orissa,.
- V) The tenderer must submit an undertaking in their company / firm's letterhead that the agency was not black listed / debarred by any PSU or OMDC at any point of time.
- VI) 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.
The tenderer shall not alter the tender document in any manner.
- VII) Registered Partnership Deed in case of partnership firm & Memorandum of Article of association in case of a Joint Stock Company, an affidavit in case of a proprietorship firm.

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

6. Additional Documents required :

- i) Copy of PAN as per Income Tax Act, Service Tax number.
- ii) Photo Copy of the latest Income Tax Return Signed by a Chartered Accountant.
- iii) The agency should possess H.T. Electrical Contractor License from appropriate authority.

7. **Evaluation of the Tender :** On the basis of the “price bid” submitted by various bidders, L- 1 will be decided on the basis of aggregate value of estimated deployment of manpower, as quoted at a, b & c in the Price Bid.

8. **Work Schedule & Maintenance of Records :**

i) **Work Schedule:** The successful bidder will draw a work schedule for each activity indicating number 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 wages paid and all other statutory benefit paid as per labour law. These records to be inspected by the nominated officer & signed by him. These records will also be inspected and signed by the Business Head of OMDC on quarterly basis. In case of irregularity / defect noticed action shall be taken as per applicable law.

9. **Price Bid :** The bidders are required to quote the rates per head, monthly rates for skilled, semi-skilled & un-skilled workers separately in the given “**price bid**” format. These rates should be inclusive of wage rates notified by the central govt. & leave with wages, P.F, Bonus, holiday wages, retrenchment compensation, & service tax etc.

SIGNATURE OF THE TENDERER WITH SEAL

CHAPTER - III

General Conditions.

1. The Tenderer should calculate the number of man days for all different categories for the above job.
2. The Tenderer shall visit the site(s) and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
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 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 rate in the Tender shall cover all statutory duties / taxes / levies, as on date of Tender, including service tax.
7. Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms and conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. If the Tenderer withdraws his Tender after opening of the Tender, but before the expiry of the validity period of the Tender, the **Earnest Money shall be forfeited.**
8. The successful Tenderer 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 cost, labour cost & other charges to be incurred for proper execution of work within specified time.
9. Contractor shall be liable to issue safety gadgets & 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 being reimbursed from the bills of the agency.

10. Initial Medical Examination of the employees prior to commencement of the job being made & Periodical Medical Examination to be done as per Mines Rule, 1955.
11. Basic Training as required to the employees being provided at Group Vocational Training Centre, Thakurani & Roida.
12. Each individual being issued Identity Card by the agency depicting Name, Designation and all relevant data about his appointment by the agency.
13. The contractor shall report immediately to the company every case of epidemic/contagious disease occurring to his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by such failure.
14. The vehicle to be engaged for the work must be duly registered and fully insured against third 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 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. By submitting a Tender for the work the Tenderer 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 the 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 and other Obligation on the part of the Contract.
 - a. During the period of the Contract, if any, Govt. dues or other dues under whatsoever Act/ Attachment/Notice related to the Contractor may be 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 offers.** Service tax thereon if applicable shall be paid on the actual on production of documentary evidences as per rules.
21. Order shall 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. **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 increases amount, work based date will be the date of Tender. However in any decrease in applicable rate of minimum wage take place the benefit shall have to pass onto OMDC.

24. The impact of Fringe Benefits 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 works in a calendar year are as below: -
- | | |
|------------------|---|
| a) P.F. | 13.61% of applicable rate of minimum wages in all cases. |
| b) Bonus | 8.33% |
| c) Leave wages | 4.81% |
| d) Retrenchment | 4.81% |
| e) Holiday wages | 3.2% |
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 / suspense 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 bill of the contractor. The EMD amount of the successful bidders shall be converted to security deposit. However, at the end of each financial year OMDC will release the amount over and above Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) from the accumulated

security deposit on production of document towards payment of annual bonus, payment of leave wages, retrenchment compensation etc.

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 have liberty to deduct and appropriate from Security deposit such penalties towards default as 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 reserves 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 the work schedule and the performance of the contractor is considered unsatisfactory, penalty at the rate of Rs. 100/- per day per each unsatisfactory job shall be recovered from the contractor's bill. Similarly, penalty @ of Rs. 200/- will imposed per person if the contractor fails to deploy less than the agreed number of persons 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 repeated by the contractor, it may result in termination of the contract by serving 30 days notice.

35. Terms of payment: Payment shall be made on the basis of man days of different categories engaged (as and when required) for various work. The contractor has to submit the bill in triplicate duly certified by the concerned department / authorise Officer.

The bills in triplicate including service tax registration number, work order number, P.F. deduction statement duly certified by the concerned department of OMDC is to be submitted to Head of the Personnel Department on monthly basis who shall forward the same to Finance Department for consideration of payment.

Note : Submission of P.F. deduction statement is a must for acceptance of bill.

- 36. Schedule of payment:** Within 30 days from the date of submission of bill. If in any case processing of release of payment is delayed, (80%) Eighty percent of the bill value may be considered as ad-hoc payment.
- 37. Tax deduction at our 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 non observance of any statutory law / guideline, if the company is held responsible by any authority, the contractor will indemnify the company which may forfeit the security deposit/EMD 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 of 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 Rule made there under as amended 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.

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

PART-I
TECHNO-COMMERCIAL BID- CHECK LIST

Ref: TENDER NOTICE NO: OMD/21 /11-12

DT.21.10.2011

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	EMD		
4	Cost of Tender document		
5	Experience Certificate		
6	Undertaking regarding black listed/ debarred by any PSU		
7	Document showing the minimum turnover of Rs. 10,00,000.00 per annum documents.		
8	Partnership deed in case of Partnership firm/memorandum of association and article of association in case of joint stock company.		
9	Copy of Pan No.		
10	Copy of latest income tax return		
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.		
12	Copy of H.T. Electrical Contractor's License from appropriate authority.		
13	Service Tax Registration Number		

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)

PART - II

PRICE BID.

Ref: TENDER NOTICE NO: OMD/ 21 /11-12

DT. 21.10.2011

1. Name & address of the bidder :

Sl. No.	Deployment of Man Power	Indicative Requirement	Rate quoted per head per month in Rs.	Total Value (Rs.)
a.	Skilled			
b.	Semi Skilled			
c.	Un Skilled			
	Grand Total			

(Rupees.....) only.

Note : The L-1 will be on the basis of aggregate value of a, b & c of estimated deployment of manpower.

**Signature with seal
of the Tenderer**

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/21/2011 - 12

DT: 21/10/2011

SUB: ELECTRICAL JOB CONTRACT AT OMDC MINES.

In response to the tender invited by you I/we examine 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

Encl: List of documents.

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