

# THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)

Telephone No. : 06767-275530, 275218, 276131

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

## CHAPTER – I

### TENDER NOTICE

Sealed Tenders are invited from reputed & experienced agencies to provide 13 nos. of light vehicles at OMDC Mines near Barbil, District - Keonjhar (Odisha).

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
OMD/25/ 11-12 DT. 23.12.2011	<b>TENDER FOR ENGAGEMENT OF 13 NOS. OF LIGHT VEHICLES INCLUDING FUELS &amp; DRIVERS ON MONTHLY HIRE BASIS FOR USE OF DIFFERENT DEPARTMENT AND CISF AT OMDC MINES.</b>	Date : 16.01.2012 Time : 3.00 p.m.

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](http://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.

**Sd/-  
BUSINESS HEAD**

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## CHAPTER – I

### TENDER FOR PROVIDING LIGHT VEHICLES AT OMDC

Sealed Tenders are invited from the interested and eligible agencies to provide 13 no.s of light vehicles to carry out the following works at Thakurani, Roida & Belkundi mines of OMDC -

#### 1. Scope of Work:

Sl. No.	Type of Vehicle	Place of Engagement	Job Description	Duty Hours
1	Scorpio A.C.	Thakurani	For duty of Business Head	12 Hours
2	Scorpio A.C.	Thakurani	For duty of G.M. (Commercial)	12 Hours
3	Scorpio A.C.	Thakurani	For duty of G.M. (Mines)	12 Hours
4	Bolero A.C.	Roida	For duty of Mines Manager, Roida	24 Hours
5	Bolero A.C.	Thakurani	For use as Pool Car	24 Hours
6	Bolero A.C.	Thakurani	For use as Pool Car	24 Hours
7	Utility Van (Mahindra)	Thakurani	For duty of various departments like Store, Workshop, Electrical, Crusher, etc.	12 Hours
8	Utility Van (Mahindra)	Roida	For duty of various departments like Mining, Personnel, Electrical, Civil, etc.	24 Hours
9	Utility Van (Mahindra)	Belkundi-Bagiaburu	For duty of Mines Manager, Belkundi-Bagiaburu	12 Hours
10	Bolero A.C.	Thakurani	For duty of Asst. Commandant, CISF	24 Hours
11	Savari/Marshal	Thakurani	For Regimental duty of CISF	24 Hours
12	Savari/Marshal	Thakurani	For Patrolling duty of CISF	24 Hours
13	Savari/Marshal	Roida	For Patrolling duty of CISF	24 Hours

#### Note :

- The place of engagement may be revised at any point of time during the contract period.
- The above numbers of vehicles are indicative which can be increased or decreased as per requirement and accordingly, pro-rata payment may be considered.

- 2. Contract Period:** The contract shall be for a period of **2 (two) years**. However, OMDC reserves the right to extend the contract for another period of 1 (one) year, if the performance of the agency during the contract period is found satisfactory.
- 3. Date of Commencement:** 1<sup>st</sup> January, 2012 or as may be mentioned in the Letter of Intent/Agreement.
- 4. Tender Opening Date & Time: 16.01.2012 AT 3.30 p.m.**
- 5. 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.
- 6. Tender Submission :** The Tenderer shall submit the Tender in 2 (two) parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes 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, Earnest Money & Cost of Tender Paper 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 Cost of tender Paper, 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 16.01.2012 and will be opened on the same day at 3.30 P.M. in the presence of Tenderers or their authorized representatives.

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**

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## CHAPTER – II

### Tender Schedule

#### 1. Technical Bid :

In order to qualify in the Techno-Commercial Bid, the Bidder must submit the documentary evidences in support of the followings:-

- 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' / similar jobs.  
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.10,00,000/- (Rupees Ten 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 of Rs.1,040/-.
- IV. Earnest money deposit (EMD) of Rs.70,000/- (Rupees Seventy 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 Travel Agency License.
- XI. Copy of valid Driving Licenses of the Drivers to be engaged.
- XII. Copy of valid Registration certificates / Smart Cards of the vehicles to be engaged.

- XIII. Copy of valid Insurance certificates of the vehicles to be engaged.
- XIV. Copy of valid Fitness certificates & Road Permits of the vehicles to be engaged.
- XV. An undertaking to the effect that the bidder is not an employee of OMDC.

**Note: Submission of any forged 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 vehicle per month separately in given “**Price Bid**” format. These rates should be inclusive of all taxes including service tax.

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.

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 be liable for rejection.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid taking into aggregation of all the 13 vehicles for deployment.

## **3. Work Schedule & Maintenance of Records:**

- i. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating no. of vehicles 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 by each vehicle, number of vehicles engaged. 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 rule.

**SIGNATURE OF THE TENDERER WITH SEAL**

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## **CHAPTER – III**

### **General Conditions**

1. Movement of the vehicle shall be in Barbil and outstation areas as and when required as per the direction of the authority of the Company. In case of out station duty other than Orissa state, the owners should make arrangement of Temporary Permit, Fitment etc. as required under law.
2. The Tenderer should have minimum of 5 (Five) nos. of vehicles in his/their name. For rest of the vehicles the Tenderer should furnish the copy of agreement with owners of that vehicle in non-judicial stamp papers that they have deployed their vehicles under the disposal of the Tenderer and will able to provide to OMDC on hiring basis.
3. The vehicles to be engaged by the Agency should be in good running condition. The vehicles should not be older than 3 years. However, the agency having new vehicles will be preferred in the technical evaluation.  
No vehicle shall be supplied having registration in the name of employee of OMDC or their close relative.
4. The agency shall provide with qualified & experienced drivers to the satisfaction of the company for 365 days in a year / as per the Contract.
5. (a) The agency should quote their offer in the price bid on monthly basis inclusive of Service Tax as stipulated in the 'Scope of Work'.  
(b) The agency should also quote their offer in the price bid for fixed hire charges for each vehicle in respect of one calendar month for a fixed Kms of distance upto 2500 Kms or 7500 Kms in a quarter. In case each vehicle is used for more than 7500 Kms in a quarter (3 months) (quarter shall be counted from the date of issuance of the work order), the party shall be paid for the extra Kms running in excess for the respective quarter as per agreed rates.
6. Diesel and Consumables like lubricants, tyres, tubes, battery, etc. related to the vehicles shall be the agency's liability.
7. Repairs, Maintenance, Taxes, Insurance, Permit Fees, Fitness & Pollution certificate, etc. related to the vehicles shall be the agency's liability.
8. The contractor will provide the required HSD for the vehicles engaged daily before sending Vehicle to the Tenderer.
9. The distance travelled by the vehicles in kms. shall be monitored by the respective Controlling officers of OMDC, who will mention the opening and closing km readings in the log books along with his signature on everyday basis.  
Counting of distance will be from the starting point of the user and closing point, wherever the user completes his travel. The distance covered in each way between user delivery address and the normal parking place will be allowed on actual basis of 3 kms., whichever is less.

Increase / Decrease in the price of Diesel during the Contract period on half-yearly basis shall be calculated as below :

Category	Increase / Decrease in per Km cost
For non – AC Cars	= $X/14 = P$
For AC Cars	= $X/12 = P$

X = Price of Diesel (HSD) on the first day of the month to which the bills pertains – (minus) base price.

P = increase / decrease in higher charges per Km.

Cost of Diesel (HSD) at any PSU Oil Company retail outlet in Kolkata as on the date of the tender shall be the base price.

10. 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.
11. 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).
12. The rates in the Tender shall cover all statutory duties / taxes / levies, as on date of Tender, including service tax.
13. 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. 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.**
14. The successful Tenderer shall make his own arrangement for all his vehicles, tools & tackles required.
15. Each driver to be engaged in the above vehicles should possess required Valid Driving Licence.
16. 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.
17. 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.
18. 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.
19. Acceptance of Tender will be intimated to the successful Tenderer by a letter of Acceptance (LOA) to be followed by the Agreement.
20. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
21. Tenderer will sign along with the seal of the Company on all the pages of Tender documents as token of its acceptance.

22. 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.
23. 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 Tenderer 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.
24. **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 immediate after opening of price bid. NSIC Certificate holders shall be exempted from paying EMD & cost of tender. EMD of successful bidder will be refunded after completion of the period of contract.
25. The work shall have to be executed in a planned manner as per the programme and instructions of the concerned officer.
26. 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.
27. **Security Deposit:** Recovery of Security deposit @ 5% of the value of the work done shall be made by the OMDC on the Gross value of the 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 will release the amount over and above Rs.2,50,000/- (Rupees two lacs fifty thousand) only from the accumulated security deposit.
28. 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.
29. **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 maintained discipline at the work.

30. **Penalty / Forfeiture etc:**
- i. The company shall be at 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 contractor fails to provide vehicle on any day, penalty @ Rs. 500/- per day per vehicle shall be recovered from the contract's bill.
31. **Terms of payment:** Payment shall be made on the basis of vehicles engaged (as and when required) for various work.  
The contractor has to be submit the bill in triplicate duly certified by the concerned department / Controlling officer along with log-book.  
Then the bills will be verified by Head of the Personnel Department and after necessary verification & certification, he shall forward the same to Finance Department for consideration of payment.
32. **Schedule of payment:** Within 30 days from the date of submission of bill. If any case processing of release of payment delayed, (80%) Eighty Percent of the bill value may be considered as ad-hoc payment.
33. **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.
34. **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).
35. **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.
36. **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, 2<sup>nd</sup> Floor, AG – 104, Sector – II, Salt Lake City, Kolkata – 700091 and his decision in the matter will be final and binding on the contractor and 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.**
37. The Company reserves the right to cancel the Tender without assigning any reason whatsoever.
38. 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.

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## PART-I

### TECHNO-COMMERCIAL BID : CHECK LIST

**Ref: TENDER NOTICE NO: OMD/25 /11-12**

**DT. 23.12.2011**

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	Documents in support of Minimum Turnover of Rs. 10,00,000/- per annum.		
7	Documents in support of 'Status' of the Bidder. (Partnership deed / Memorandum of Association & Article of Association / Affidavit, etc.)		
8	Copy of Pan Card		
9	Copy of Service Tax Regn. No.		
10	Copy of Travel Agency License		
11	Copy of Latest Income Tax Return		
12	Copy of the registration certificate of vehicle		
13	Copy of the Insurance of the vehicle		
14	Copy of fitness certificate & road permit issued by Govt. authorities.		
15	Undertaking regarding blacklisting / debarment by any PSU		
16	An undertaking given by the bidder that he / she is not an employee of OMDC.		

### **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**

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## PART- II

## PRICE BID

Ref: TENDER NOTICE NO: OMD/25/11-12

Dated: 23.12.2011

Sl. No.	Particulars	Scorpio (3 nos.)	Boloero (4 nos.)	Utility Van (3 nos.)	Marshal/Savari (3 nos.)
1	MONTHLY HIRE CHARGES ( FOR 2500 Kms) OF EACH LIGHT VEHICLE INCLUDING FUELS, LUBRICANTS, DRIVERS, ETC. ON USE OF DIFFERENT DEPARTMENT AND CISF AT OMDC MINES.				
2	Additional Rate/Per Km [For Extra Kms beyond 7500 Kms per quarter (3 months)]				
	<b>Total</b>				
	<b>Add : Service Tax</b>				
	<b>Grand Total</b>				

(In words : Rupees ..... only.)

- N.B :**
1. The L-1 offer will be evaluated on the basis of the above quoted Grand Total Value.
  2. The above rates should be inclusive of all taxes and duties, cost towards drivers, diesel, lubricants, repairing & maintenance, etc.

**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/25 /2011 - 12**

**DT: 23.12.2011**

Sub: **TENDER FOR ENGAGEMENT OF 13 NOS. OF LIGHT VEHICLES INCLUDING FUELS, LUBRICANTS, DRIVERS, ETC. ON MONTHLY HIRE BASIS FOR USE OF DIFFERENT DEPARTMENT AND CISF 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.