

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

THAKURANI

(A GOVERNMENT OF INDIA ENTERPRISE)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 11/433 KV SUBSTATION
– 01 NO WITH ALL REQUIRED ACCESSORIES ON TURNKEY BASIS AT THAKURANI DUGWELL UNDER CAPEX
2010-11.**

MINES OFFICE: P.O.THAKURANI, P.S.BARBIL.DIST-KEONJHAR, PIN-758035, ORISSA

REGD. OFFICE: AG104, "SOURAV ABASAN", 2ND FLOOR, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091

Money Receipt No: _____

Dated: _____

Name of the Tenderer: _____

Address of the Tenderer: _____

Signature of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Documents Rs.104.00 (Rupees One hundred four Only)]

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

MINES OFFICE: P.O.THAKURANI, P.S.BARBIL.DIST-KEONJHAR, PIN-758035, ORISSA

REGD. OFFICE: AG104, "SOURAV ABASAN", 2nd Floor SECTOR II, SALT LAKE CITY, KOLKATA - 700 091

CHAPTER-I

TENDER NOTICE

Ref: OMD/41/10-11

Dated – 31.03.2011

1. Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from the experienced and financially sound agencies for Supply, Installation, Commissioning and Testing of a 11/.433 KV substation with all required accessories on turnkey basis in our mines at Thakurani, near Barbil, Dist- Keonjhar (Orissa).

2. Tender Submission: Non transferable tender documents can be obtained from the office of the Sr.Manager (finance),O.M.D.CO.LTD, Thakurani during office hours on any working day from 31.03.2011 to 21.04.2011 on payment of Rs 104 (One hundred four rupees) only per unit which is inclusive of VAT @ 4%.The tender document can also be down loaded from our website www.birdgroup.gov.in and the cost of tender document shall be paid by demand draft of Rs 104/- drawn in favour of "The O.M.D.Co.Ltd" payable at Barbil along with the techno commercial bid. 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.

3.1. Tender in prescribed format complete in all respects accompanied with the earnest money deposit of Rs 7,000.00 (Rupees Seven thousand only) per unit in the form of Bank draft/Pay order from any Nationalized bank drawn in favour of "THE ORISSA MINERALS DEVELOPMENT CO. LTD." payable at Barbil should reach or dropped in the tender box of the office of the Sr. Manager (F), Thakurani on or before the scheduled date and time given below.

3.2. The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. 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 envelops. Both the bid shall be kept in another sealed envelope superscripting the Tender No. and date.

4. Techno-commercial bid: The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3:30 P.M on 22.04.2011 in the Office of the Sr. Manager (F), The Orissa Minerals Development Company Ltd. Barbil, Keonjhar(Orissa)

5.Price bid: Part –II i.e. Price Bid of the tenderers, 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 P.M. will be rejected.)

6. Pre-bid consultation:

The tenderers are free to join pre bid consultation to be held on 15.04.2011 at 3.00 P.M in the office of the Sr. Manager (F) OMDC Barbil for clarifying doubt / seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought are needed solely at the discretion of OMDC.

7. 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.

8. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.

9. The validity of the offer shall be for 120 days from the date of opening of the techno-commercial bid.

10. Interested Parties are advised to visit with AGM (Engg.)/Dy. Manager (Electrical) 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.

11. Bidders are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - I.

12. The expected date of commencement of work will be within 15 days from the date of issue of L.O./Agreement.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

THE ASST. GENERAL MANAGER (I/C)

CHAPTER-II

1. SCOPE OF WORK:

Supply, Installation, Commissioning & Testing of the following materials/jobs of any reputed make having ISI mark and or BEE Certified for completion of 11/.433kv Sub-Station in OMDC mines at Thakurani on turnkey basis:-

SL. NO.	<u>JOB DESCRIPTION</u>	QUANTITY	
1	Supply, Installation, Testing & commissioning of 25 KVA copper wound, 11/.433 KV transformer.	1	No.
2	Supply & erection of 9 mtrs. long PSC pole	5	Nos.
3	Supply & Erection of ACSR Conductor, 55 sq. mm. (rabbit)	650	Mtrs.
4	Supply & erection of H.T. Stay set	4	Nos.
5	Supply & erection of Double disc insulator, 11 KV., Make- Aditya Birla/BHEL/Jayshree/Mayur.	12	Nos.
6	Supply & erection of hardware fittings for disc insulator, Make- Aditya Birla/BHEL/Jayshree/Mayur.	6	Nos.
7	Supply & erection of Pin insulator, 11 KV., Make- Aditya Birla/BHEL/Jayshree/Mayur.	9	Nos.
8	Supply & erection of power channel for cross arm, clamp & nut & bolt	575	Kg.
9	Supply & erection of lightening arrester, 11 KV, Make- Elpro/ Siemens	3	Nos.
10	Supply, Erection & Under ground cabling of PVC, 70 sq. mm., 3 core, allu. Cable	200	Mtrs.
11	Supply & Erection of 200 amp., ICTP main switch	1	No.
12	Supply & erection of A.B. switch with D.O. fuse arrangement, Make: Mullar/ADCO/Jayshree	1	Lot
13	Supply, erection and commissioning of earthing system	4	Nos.
14	supply & erection of G.I. Flat, 1 1/2" x 5mm for earthing connection to lightening arrester, A.B. switch, neutral	80	Mtrs.
15	Supply & Erection of 200 amp., ICTPN change-over switch	1	No.
16	supply & erection of guarding	1	Span
17	supply & erection of Danger board	5	Nos.
18	supply & erection of Anti climbing device	3	Nos.
19	Permission, Inspection, Certification, Commissioning & Testing from statutory bodies like Electrical Inspector, Govt. of Orissa/Standard testing Laboratory, Govt. of Orissa/ D.G.M.S. , Govt. of India, NESCO etc.	Lumpsum	
20	Supply & Erection of fencing of switch yard of size 10x12 mtr.with G.I. Barbed wire, M.S. angle of size35x35x5mm and gate of size 10'x5' with M.S. angle of size 35x35x5mm	1	Lot

Note: Any other minor materials required for the completion of the project will be supplied by the concerned party inside the total cost.

2. CONTRACT PERIOD:

Initially for six Months from the date of awarding the job. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (OMDC) that the delay is beyond the control of the Agency.

3. Earnest Money Deposit:

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs 7,000(Rupees Seven 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.

4. PERFORMANCE GUARANTEE:

The Agency has to submit an irrecoverable Bank Guarantee in favor of The Orissa Minerals Development Company Ltd. for an amount of Rs. 17,500.00 having validity period of one year. The Bank Guarantee is to be submitted in the prescribed format at the time of signing of agreement. The OMDC have the absolute right to en-cash the said Bank Guarantee in the event of failure of the agency to discharge their contractual/statuary obligation & liabilities. However this does not absolve the agency from his statuary contractual liabilities or otherwise which may be found more than the amount of Bank Guarantee.

5. Eligibility Condition:

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the following documentary evidence with the techno-commercial bid.

- 5.1) The agency must have valid license for execution of work from competent authority.
- 5.2) Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.
- 5.3) The annual turnover of the agency should not be less than Rs 8 Lacks/- per annum in the last three financial years.

5.4) In case of down loading, the cost of tender paper of Rs 104/- (One hundred four rupees) including VAT @ 4% in shape of DD drawn in favour of "The Orissa Minerals Development Company Limited" payable at Barbil to be enclosed.

5.5) The EMD of Rs 7,000/- in shape of crossed Demand Draft drawn in favour of "The Orissa Minerals Development Company Limited" payable at Thakurani to be enclosed.

5.6) The agency must have experience of successful completion of at least one project to their credit of Rupees 4 lakh minimum and must produce document in support of their credential.

Note-Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.

7. a) Registered Partnership deed in case of a partnership firm b) Memorandum of Article and Article of Association in case of a Joint stock company, c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
8. Copy of the Income Tax PAN and copy of income tax return for any one of the last three years i.e. 2006-07, 2007-08 and 2008-09 signed by Chartered accountant is to be enclosed.
9. The agency must have service tax registration Number. Copy of service tax number is to be enclosed.
10. An under taking, in company /firm's letter head is required regarding that the party has not been debarred/blacklisted by any PSU and OMDC at any point of time.
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) slated at item no.17 of the techno-commercial bid part-1 of the tender.
12. The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.

(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.)

CHAPTER-III

GENERAL CONDITIONS

1. DEFINITIONS:

1. **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.
2. **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.
3. **Name of the Tender:** Name of the Tender means the work to be perform by the tenderer
4. **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
5. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the consultant.
6. **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
7. **Contractor/Consultant:** Contractor means the person or society, firm, company whose tender has been accepted by the OMDC.
8. **OMDC:** OMDC means "The Orissa Minerals Development Company Ltd." A company incorporated in India and having its registered office at **AG104, SOURAV ABASAN, 2ND FLOOR, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091.**
9. **Employer :** Employer means OMDC.
10. **Competent Authority:** - **Competent** Authority means CMD or any designated officer by the CMD.
11. **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.
12. **Lowest Offer:** The price in total found to be lowest shall be the lowest offer.

2. Earnest Money:

- 2.1) Cheques, Bonds, guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, 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.

3. Security Deposit (SD):

Up to 10% of the value of work order shall be retained as security deposit from the bill submitted by tenderer. The bidder's earnest money and 10% of the value of work order shall be converted into Security

deposit and shall not bear any interest. Security Deposit will be released after the guarantee period of the contract. OMDC will have absolute authority to adjust security deposit in case tenderer(s) defaults in making any legitimate payment to its workers or incurring any loss to the company. Without prejudice to the company's right to recover any of its claims/dues from the tenderer (s) under the terms and condition of the tender, the security deposit shall be refunded to the tenderer on production of certificate from AGM (Engg.)/Dy.Mgr(Elect.) by the tenderer having disbursed all labour payment including all statutory payment and satisfactory rectifying the snags during guarantee period.

4. SECURITY Deposit (SD) & PERFORMANCE GUARANTEE:

4.1 Security Deposit: The earnest money of successful bidders shall be converted into security deposit and the security deposit shall not bear any interest. Security deposit will be released on demand and on completion of work and production of clearance certificate.

4.2 Performance Guarantee:

The successful bidder is obliged to deposit performance guarantee in terms of bank guarantee (in the prescribed format of OMDC) of Rs. 17,500.00/- in favour of OMDC having validity for one year. The BG is to be submitted at the time of signing of the agreement.

5. Submission of Tender:

The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. 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 superscripting the Tender No, date and address of the tenderer.

6. OPENING OF TENDER:

The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3:30 P.M on 22.04.2011 In the Office of the Sr. Manager (F), The Orissa Minerals Development Company Ltd. Thakurani, Barbil, Keonjhar(Orissa). The date of opening of price bid shall be intimated later on to the tenderer whose techno-commercial bids found acceptable.

7. PENALTY, WAIVAL & TERMINATION:

If the job is not started within 15 days of awarding the Work order the work order shall be treated as cancelled and the entire EMD with the company shall be forfeited. Penalty @ Rs 500.00 for each day of delay beyond contractual period of 180 days shall be imposed and recovered from the running bills of the tenderer up to a maximum amount of 5% of the contract value. The delay noticed with proper reason which is beyond the control of the tenderer the penalty can be waived by CMD, OMDC on receipt of request from tenderer and recommendation of mines office. The CMD if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD shall be forfeited. However, the payment of the bill for the work already completed shall be made to the tenderer by OMDC after due examination and recommendation AGM (I/C)

8. EXPECTATION FROM THE TENDERER:

Tenderers, along with tender, shall submit the following documents duly attested by a Gazetted Officer/Notary Public. Details and documents regarding financial status of the firm like latest Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.

9. AWARD OF CONTRACT

9.1) The Company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

9.2) 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.

9.3) Normally the lowest offer in total value shall be the basis of awarding the contract. However OMDC also reserves the right not to accept the lowest offer.

9.4) 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.

10. SIGNING OF AGREEMENT AND EXECUTION OF WORK.

10.1) The successful bidder is expected to appear in the office of AGM (I/C) to sign the contract agreement within 5 days and start the work within 15 days from the date of issuance of LOI. In case the tenderer is decline to sign the agreement or to take up the work within stipulated time, in such eventuality will have no claim on the contract.

10.2) In case the tenderer declines to take up the work, 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.

11. OBLIGATION OF THE CONTRACTOR:

11.1) The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

11.2) The contractor shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Mines Office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions act, 1952.

12. RESPONSIBILITIES OF THE CONSULTANT/AGENCY:

12.1) The work order is to be accepted by the tenderer within 5 days of communication of the same.

12.2) The tenderer will commence and complete the work as stipulated in the tender document.

12.3) The tenderer is to ask for necessary documents/records from OMDC within 5(five) days of acceptance of the work order for carrying out the work. If documents are not available with OMDC, then the tenderer has to make/collect the same at his own cost.

12.4) The agency shall have to make his own arrangements for traveling, boarding, lodging etc to the site including visit to the respective offices of NESCO, ELECTRICAL INSPECTOR etc.

12.5) All the corrections/ compliances on deficiency pointed out by the government authorities during the preparation of the project should be duly complied by the consultant within the stipulated time.

12.6) The liaison required for the purpose should be exclusively done by the consultant/agency.

12.7) The Expenditure incurred to such processing to be born by the Consultant/agency excepting statutory payments.

12.8) Preparation of the existing plans, maps and sections should be in digitized form. All soft copies in respect of preparation of above scope should be submitted to the OMDC.

12.9) The job can't be sublet in part or in whole without the written consent of the Asst. General manager (I/C), Thakurani.

12.10) You will comply the direction of A.G.M (I/C) or his authorised representative from time to time.

12.11) The tenderer shall be responsible for any adverse remarks made by the regulatory authority and comply the adverse remarks raised by regulatory authority.

13. SPECIAL CONDITIONS:

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 contract or may be entertained by OMDC on

this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OMDC which are based on the lack of clear information.

14. GUARANTEE:-

Guarantee in regards to trouble free operation of supplied equipments will be for a period of 01 year from the date of commissioning. Free repair/rectification/replacement will be carried out by the tenderer for malfunctioning of above items if failed during the guarantee period.

15. BASIS OF PAYMENT:

The payment will be made as follows:-

15.1) 90% of running bill shall be considered for payment on the production of bills after completion.

15.2) 10% of the bill shall be deducted and retained as security deposit and it shall be released after completion of the guarantee period i.e. 01 Year from the date of commissioning of the job.

16. 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.

17. ESCALATION:

The finalized tendered rate will be firm & fixed during the tenure of the contract and no escalation in any form will be entertained.

18. SUBMISSION OF BILLS:

18.1) The tenderer shall raise the bills in triplicate quoting the work order no. and date there in for the progress of the above work.

18.2) The monthly progressive bill shall be raised by the party as per terms of tender and submit to the site in charge who will forward the same to the Finance department after obtaining approval of A.G.M (I/C) through Materials Management department for consideration of payment with thorough verification.

18.3) Payment shall be made within 30 days of receipt of bill in Finance department after deduction as per statute/tender scheduled.

18.4) The rate has to quote in price bid for each material as mentioned in the scope of work.

18.5) Deductions as per terms of work order or statutory requirements shall be made. Any variation in rates, imposition of new taxes, levies, duties, etc after the date of awarding the work order shall be to the account of OMDC.

19. OTHER CONDITIONS:

19.1. For any additional work not mentioned in this tender shall be carried out by the same tenderer in the same contract on mutually agreed terms and conditions to be made in writing, if required.

19.2. If by virtue of any Government notification/guidelines the job is not required, the awarded work value shall be proportionately deducted with mutually agreed terms and conditions to be made in writing, if required.

19.3. It shall be the responsibility of the tenderer to keep confidential all technical information relating directly or indirectly to the work either disclosed to the tenderer by &/or on behalf of OMDC or acquired by the tenderer during the course of performance of the contract. The tenderer shall not disclose such information to anybody/party without the prior written permission of OMDC. Any contravention of the provisions of this clause will tantamount to breach of the contract.

19.4. The tenderer will ensure compliance of all statutory requirements

19.5. With regard to the execution of the order the agency will abide by the direction of the AGM(Engg.)/Dy.Manager (Electrical) or his authorised representative of OMDC.

19.6. The Agency will be responsible for payment of compensation to its employees or others caused due to any accident/ incident/litigation by its employees/equipments/vehicles and the same shall be reported to Dy.Manager (Electrical)/ Manager (P&A) immediately. Compensation owing to an accident/litigation occasioned during or in connection with the above work shall be to the account of the tenderer and the company reserves the right to recover the same by way of deduction from the bills/security deposit.

19.7. The tenderer shall ensure timely payment of statutory dues, failing which the entire amount shall be recovered from the bills/security deposit along with the expenses, interest & penalties incurred in this regard.

19.8. The rate to be quoted by the tenderer shall be inclusive of service tax. The tenderer shall make arrangement for payment of service tax.

19.9. The Management reserves the right to make addition and alteration in the terms and conditions as stated herein at the time of signing the agreement, if necessary.

19.10. No part of the work shall be sublet without the written approval of the undersigned.

19.11. The tenderer shall be responsible for obtaining all types of clearance from the statutory authority.

19.12. The instructions will be the integral part of the tender document.

20. PACKING AND FORWARDING:-

All care should be taken for proper packing and supply of material in good condition at the tenderer cost to our company's works and the cost so incurred will be borne by the tenderer.

21. TRANSIT INSURANCE:-

To be arranged by the tenderer at his own cost.

22. INSPECTION

Inspection will be offered at our works/site before installation of the materials by the site in charge. Pre-inspection of supply items may be carried out before dispatch of material if required so as would be decided by site-in charge.

23. PRICE BASIS

The price offered by the agency shall be FOR OMDC, Thakurani and inclusive of all Taxes & Duties.

24. EXIT CLAUSE:

Both the parties have right to exit from this contract /agreement by serving notice in writing of at least 30 days. However they will continue to be liable for such delay during the contract period.

25. RISK PURCHASE:

In the event of failure to fulfill the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from the tenderer any additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management.

26. ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be referred to the chairman-cum-Managing Director of the OMDC Ltd., **AG104, SOURAV ABASAN, 2nd Floor, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091** or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company.

27. MODIFICATION OF CONTRACT:

No modification and alteration of the contract/agreement is allowed during the currency of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the CMD, OMDC.

28. FORCE MAJEURE CLAUSE:

Time being the most important feature of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control then provide notice of happenings of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfilment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither part can claim any compensation from the other party because of force majeure events.

29. COUNTER OFFER:

Any offer of the contractor which stipulates deviations from the terms & conditions stipulated in Chapter-II(Terms and conditions) and Chapter-III(General conditions) of the tender will be treated as counter offer and may be liable for rejection.

A.G.M (I/C)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED,THAKURANI

PART-1- TECHNO COMMERCIAL BID

Sl. No.	PARTICULAR	INFORMAION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX number	
6	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 104/-(One hundred four rupees) only in shape of DD in favour of "The Orissa Minerals Development Company Limited" payable at Barbil.	MR/BC/DD NO: Date: Drawn on: Amount:
7	Whether the agency has enclosed EMD of Rs 7,000/- in shape of crossed DD in favour of "The Orissa Minerals Development Company Limited" payable at Barbil.	MR/BC/DD NO: Date: Drawn on: Amount:
8	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed incase of Partnership firm/MOA & AOA incase of company, as applicable)	
9	Date of commencement of the job	
10	Date of completion of the job	
11	Whether experience certificate is enclosed (Work order must be enclosed)	
12	Whether the bidder is an employee or any relative is working in OMDC. Please mention the name, designation & department of self or such relative.	
13	Whether the agency has submitted copy of PAN and copy of income tax return for any one of the last three years i.e 2006-07, 2007-08 and 2008-09.)	
14	Sales tax No. (Photo copy of Sales tax Clearance certificate to be enclosed)	

15	Whether the agency has service tax registration Number. Copy to be enclosed	
16	Whether the agency has got experience of successful completion of at least one project to their credit. Document in support of their credential, completion certificate issued by the organization in which he worked to be enclosed.	

[17]CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide tender notice Ref No:-OMD/41/10-11 dated-31.03.2011, I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. It is 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 OMDC Ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for 120 days from the date of opening of the techno commercial bid. I/We also authorise the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

SIGNATURE OF THE TENDERER

WITH SEAL

THE O.M.D.CO.LTD, Thakurani

PART-II

PRICE BID

PART-A SUPPLY OF MATERIAL FOR COMPLETION OF 11/.433KV SUBSTATION IN OMDC

MINES AT THAKURANI ON TURNKEY BASIS:-

SL. NO.	<u>JOB DESCRIPTION</u>	QUANTITY		PRICE
1	Supply, Installation, Testing & commissioning of 25 KVA copper wound, 11/.415 KV transformer.	1	No.	
2	Supply & erection of 9 mtrs. long PSC pole	5	Nos.	
3	Supply & Erection of ACSR Conductor, 55 sq. mm. (rabbit)	650	Mtrs.	
4	Supply & erection of H.T. Stay set	4	Nos.	
5	Supply & erection of Double disc insulator, 11 KV., Make- Aditya Birla/BHEL/Jayshree/Mayur.	12	Nos.	
6	Supply & erection of hardware fittings for disc insulator, Make- Aditya Birla/BHEL/Jayshree/Mayur.	6	Nos.	
7	Supply & erection of Pin insulator, 11 KV., Make- Aditya Birla/BHEL/Jayshree/Mayur.	9	Nos.	
8	Supply & erection of power channel for cross arm, clamp & nut & bolt	575	Kg.	
9	Supply & erection of lightening arrester, 11 KV, Make- Elpro/ Siemens	3	Nos.	
10	Supply, Erection & Under ground cabling of PVC, 70 sq. mm., 3 core, allu. Cable	200	Mtrs.	
11	Supply & Erection of 200 amp., ICTP main switch	1	No.	
12	Supply & erection of A.B. switch with D.O. fuse arrangement, Make: Mullar/ADCO/Jayshree	1	Lot	
13	Supply, erection and commissioning of earthing system	4	Nos.	
14	supply & erection of G.I. Flat, 1 1/2" x 5mm for earthing connection to lightening arrester, A.B. switch, neutral	80	Mtrs.	
15	Supply & Erection of 200 amp., ICTPN change-over switch	1	No.	
16	supply & erection of guarding	1	Span	
17	supply & erection of Danger board	5	Nos.	
18	supply & erection of Anti climbing device	3	Nos.	
19	Permission, Inspection, Certification, Commissioning & Testing from statutory bodies like Electrical Inspector, Govt. of Orissa/Standard testing Laboratory, Govt. of Orissa/ D.G.M.S. , Govt. of India, NESCO etc.	Lumpsum		
20	Supply & Erection of fencing of switch yard of size 10x12 mtr.with G.I. Barbed wire, M.S. angle of size35x35x5mm and gate of size 10'x5' with M.S. angle of size 35x35x5mm	1	Lot	

Amount in Words:-

N.B: The rates shall be inclusive of all taxes and duties.

SIGNATURE OF THE TENDERER

WITH SEAL

(Annexure -I)

UNDERTAKING

To

The DGM(I/C);

The Orissa Minerals Development Company Limited,

Thakurani, Barbil,

Keonjhar(Orissa)

Sub: Supply, Installation, Commissioning and Testing of a 11/.433KV substation on turnkey basis.

Ref: OMD/41/10-11

Dated – 31.03.2011

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions 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 deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

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