

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit- IV, Shastri Nagar, Bhubaneswar, Odisha- 751 001, Email.id-bh.omdc@birdgroup.co.in

**CHAPTER – I**  
**TENDER NOTICE**

Tender Notice No.: OMD/Mines/Pers/48/2023-24

Date 03./02/2024

Sealed Tenders are invited from interested & experienced agencies to provide 04 nos. Buses on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).

**SALIENT FEATURES OF THE BID :**

Sl.No	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMD/Mines/Pers./48/2023-24      Date 03./02/2024
2.	Name of the Work	To provide 04 nos. Buses on hire basis at OMDC Mines, near Barbil, Keonjhar (Odisha).
	Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty thousand only)
	Availability of Tender Documents	Office of the Sr.Manager (Personnel) I/C, OMDC, Thakurani & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & CPP portals.
	Date of Issue of Bid Documents	From 03.02.2024 to 07.02.2024 till 12.00 Noon
	Date of Submission of Bid Documents	Up to 07.02.2024      , Time: 3.30 pm
	Date of Opening of Technical Bid & Price Bid.	On 07.02.2024      , Time: 4.00 pm & 4.30 pm
	Period of Contract	2 months from issuance of LOI/Work Order/Agreement, this may be extended for further 1 month if the performance of the agency during the contract period is found satisfactory.
	Validity Period of Bid	30 (Thirty) calendar days w.e.f. date of opening of the technical bid.

- i. The Tender documents can be obtained from office of the Manager (Personnel)I/C, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) for receiving the tender document by hand or for downloading it from our website. [www.birdgroup.co.in](http://www.birdgroup.co.in),

Sd/-  
**Business Head**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

Tender Notice No.: OMD/Mines/Pers./48/2023-24

Date 03 /02/2024

**CHAPTER– II**

**SCOPE OF WORK**

Sealed Tenders are invited from interested & experienced agencies to provide 04 nos. of Buses on hire basis for transportation of School children at Roida and Thakurani Mines of OMDC as per following details:

- 1. Scope of Work :** The Buses shall be deployed at OMDC for transportation of School children at Roida and Thakurani Mines or as instructed time to time during tenure of the contract..

The details regarding number and type and duty hours of each vehicle are mentioned as below:

Sl. No.	User Deptt. (Indicative)	Number of Vehicles	Duty hours per day
1	(51 + 1) Seated	02 nos. Buses	12
2	(31 + 1) Seated	02 nos. Buses	12

**Note:**

- The above numbers, types and times of Buses are indicative, which may be increased or decreased as per requirement and accordingly, pro-rata payment will be considered. For additional vehicle requirement, the agency should full fill all the conditions as stipulated in the eligibility criteria.

**2. Area of engagement**

04nos. of School Buses will be engaged at OMDC Mines for different schools duty at Barbil and Roida.

- 3. Contract Period:** The contract shall be for a period of 2 (Two) months. However, OMDC reserves the right to extend the contract for another period of 01 month if performance of agency during the contract period is satisfactory or till finalisation of Annual tender.

- 4. Date of Commencement:** 09.02.2024.

**5. Earnest MONEY DEPOSIT**

The bidder is require to deposit an amount of Rs.20,000/- (Twenty Thousand) only as Earnest Money Deposit (EMD) in the forms of Bankers Cheque/Pay Order/ Demand Draft in favour of “The Orissa Minerals Development Company Limited payable at Barbil from any of the Nationalised Banks or schedule Banks in India.

6. The EMD will be refunded to the unsuccessful Bidders within 07 days after opening of the Price bid or Finalization of the tender, whichever is later. The EMD of successful bidder will be converted into Security Deposit.

7. The tenderer should submit an undertaking that agreement will be submitted for engagement of

other buses (if not owned) from the owner(s) to give their buses on hire basis to the bidder for Entire period of Contract after received Work order.

10. **ELIGIBILITY CRITERIA:**

In order to qualify in the Techno-Commercial bid, i.e., Part-I, the bidder must submit the documentary evidences in support of the following:-

The agency has to submit the following documents:-

- a) Earnest Money Deposit (EMD) of Rs.20,000/- only in shape of Demand Draft/Pay Order/Banker Cheque drawn on any nationalised bank favouring The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).
- b) Copy of Pan Card.
- c) Copy of GST.
- d) Proof ownership of at least one bus in the name of Agency.

**9.EVALUATION OF THE BIDS:**

The bidders are advised to quote the Rates at price bid (Annexure-A); however, the L-1 bidder will be evaluated on the basis of lowest quoted grand total value in the price bid.

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. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee in case there is any discrepancy between figure and word, and then the amount quoted in word will be considered for evaluation.

In case the quoted rate is abnormally lower than the estimate, the company reserves the right to call justification from the L-1 bidder. Further the bidder may have to submit a performance guarantee in form of Bank Guarantee towards the differential amount. Company reserve the right to sought participant bidders any shortfall document during the process **of evaluation of the bid.**

12. **SUBMISSION OF BILLS:**

The agency will submit monthly bills completed in all aspects to the Business Head along with following documents:

- i. Attendance record of the workmen deployed by the agency for the relevant month.
- ii. The wages sheet of workmen deployed by the agency for the relevant month with GST challan & return copy.
- iii. Bank statement for crediting the net wages amount to the individual bank accounts of the workmen – duly certified by the concerned Bank.

- iv. PF Deposit Challan, ECR and Payment confirmation copy of the relevant month.
- v. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance).
- vi. Any other statutory deductions if so will be submitted for the relevant month with the invoice.

The monthly bills in triplicate shall be submitted in the office of Business Head, OMDC, Thakurani.

### 13. **PAYMENT TERMS WITH THE AGENCY:**

- a. The agency shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. Payment on monthly basis will be made through RTGS/ NEFT.
- b. The monthly payment to the agency will be on the basis of monthly attendance record of the deployed workmen, as per the rates quoted by the agency in the price bid.
- c. The agency has to submit the monthly bill in triplicate duly certified by the concerned department/ controlling officer along with the Attendance sheet, wages sheet, EPF, GST. Then the bills will be verified by Head of Personnel department at Mines and after necessary verification & certification, he shall forward the same to finance department for consideration of payment after approval of Business Head.

9.

a) The agency should carry out maintenance/ preventive maintenance at their own cost further, during such maintenance, agency needs to provide alternative arrangement of similar nature buses without any addition cost.

b) the statutory obligation (as per the labour law) of the staffs engaged for the operation of the buses shall be agencies liability.

12.) OMDC provided required HSD to the buses engaged in the following manner

- i) 52 seated bus- 1 litre HSD for 3 Kilometre running
- ii) 32 seated Bus- 1 litre HSD for 5 Kilometre running

In addition to this, lubricant @ 1 litre for 500 K.M will be issued to the buses.

### 13. **TAX DEDUCTED AT SOURCES:**

a. Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

b. GST shall be reimbursed extra as applicable against submission of documentary evidence towards payment of GST, return filing copy and subject to confirmation on GST portal.

### 14. **PENALTY:**

In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement or the work is found unsatisfactory during the tenure of contract, OMDC may at its discretion, impose upon any or all of the following penalties

(a) Cancellation of LOI/Work Order/Agreement in part or full.

(b) Forfeiture of Earnest Money / Security Deposit / PBG wholly or partly without notice to the contractor

(c) Recovery of extra cost incurred by the company for getting the work done through other sources which may be without notice.

(d) Blacklisting of the Contractor for 1 (one) year.

**15. WORKING HOURS:**

Working hours at Mines will be as per the notifications/ instructions issued by Business Head/ Company from time to time.

**16. SIGNING OF AGREEMENT / ACCEPTANCE OF WORK ORDER:**

14.1 In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

**17. TERMINATION OF CONTRACT:**

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities/ reasons noticed during the tenure of contract.

**18. RISK PURCHASE**

In the event of failure to fulfil the contract terms and execution of work as per letter of contract/work order/agreement, OMDC reserves the right to make the contractual obligation carried out by alternative arrangements and to recover from the contractor any additional cost involved therein.

**19. FORCE MAJEURE CLAUSE:**

(a) If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under the Contract/ Agreement or delays the performance under the Contract/ Agreement owing to or resulting from cause or causes beyond the control of either party such as:- acts of God, strikes, go-slow, plant breakdown, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, OMDC and/or the Contractor shall be relieved of the responsibility for performance of the Contract/ Agreement as per *para* (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2 (Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in *para* (a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract/ Agreement.

(c) Either party shall be relieved of the responsibility of performance of the Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or

performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

- (d) In the event that the duration of the postponement of the Contract/ Agreement mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

**20. DAMAGE TO OMDC PROPERTIES:**

The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages/loss from any sum due to the agency.

**21. ASSIGNMENT:**

This Agreement is not assignable or transferable in full or in part by either party.

**22. LAWS GOVERNING THE AGREEMENT:**

22.1 The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc., issued by the Govt. from time to time.

22.2 Chapter-I, and Chapter-II of this Tender Document shall be the integral part of the Contract/ Agreement.

**23. LEGAL CAPACITY OF THE TENDERER:**

23.1 The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

23.2 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

23.3 Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

- a) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.
- b) The offer shall be signed so as to legally bind all members.
- c) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

- d) The Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.
- e) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.
- f) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

## **24. ARBITRATION:**

### **24.1 For Agencies other than PSU:-**

In the event of any dispute or difference between the Company and Successful Bidder, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by Arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of OMDC, the Company, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Bhubaneswar and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

In case the matter is referred to Arbitration, the Company shall be relieved of its responsibility if the Contractor does not pay the amount due to Company i.e. OMDC or does not fulfil the terms & conditions as agreed to under this Agreement.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Cuttack only will have jurisdiction.

### **24.2 For PSU Agencies:-**

In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.

Subject to above, the proceedings shall be as per the Arbitration and Conciliation Act 1996 and PMA Guidelines of DPE vide O.M. No. 4(1)/2011/DPE (PMA)-GL dated 12/06/2013 & dated 24/03/2014.

**25. COUNTER OFFER:**

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

**26. OTHER CONDITIONS:**

- The tender document shall have to be signed by the bidder in each and every page and the terms & conditions must not be altered; failing which, the tender will be summarily rejected.
- Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.
- Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc. of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.
- The contractor shall be at his own cost may provide 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 the right whatsoever on the land to 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) may use the existing available hutting/ quarters for his workers at a nominal rent and/ or recover the electricity consumption bill at actual 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.
- OMDC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.
- Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.
- The successful (L1) bidder shall keep proper record of all the documents regarding character antecedents etc. of the workmen engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing workmen, the successful bidder (L1) shall take adequate care that no such person having criminal antecedent/records is employed as workmen. In case any adverse report is found against any workmen deployed by the successful (L1) bidder, such personnel would immediately be removed.



- The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty.

The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect. In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman with the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.

- The successful bidder shall issue Identity Cards duly countersigned by the Officer-In-Charge of the contract to the Workmen, who shall carry the same while on duty. In case, any workman is found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The successful bidder shall strictly abide by the Rules and Regulations enforced by the Company from time to time.
- **The successful (L1) bidder shall provide and bear all the expenses incurred on the following:-**
- Medical treatment to the extent available at the Company hospital will be extended to the workmen engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be **paid by the successful bidder.**

**27. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:**

- The agency/ contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Work men's Compensation Act'1923 as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Head of Personnel who will send necessary notice to the concerned authorities, It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. In the event of contractors failure to pay / deposit with the Commissioner the amount of compensation payable under the Work men's Compensation Act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in the behalf.
- The agency/ contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.
- The successful bidder shall keep all workmen engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all workmen engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.

- In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor's bills and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.
- The agency/ contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.
- With regard to execution of this work, the agency/ contractor shall abide by the direction of Head of Personnel.
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28. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to OMDC Fraud prevention Policy displayed on OMDC website <http://www.birdgroup.co.in> and shall immediately bring to the notice of OMDC Management through Nodal Officer concerned about any fraud or suspected fraud as soon as it comes to their notice".

**Sd/-**

**BUSINESS HEAD**

Annexure-A

<p style="text-align: center;"><b>THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED</b> (A Govt. of India Enterprise) P.O. Thakurani, Via- Barbil-758035. Dist.-Keonjhar (Orissa) Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Unit- IV, Shastri Nagar, Bhubaneswar, Odisha- 751 001, Email.id-bh.omdc@birdgroup.co.in</p>
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**PART II**  
**PRICE BID**

**Tender Notice No.: OMD/Mines/Pers./48 / 2023-24 Dated: 03 / 02 /2024**

Sl.No.	Specification of Vehicle	Rate per month per Vehicle including Driver, Helper & other (Excluding GST & HSD). -(A)-	No. of required vehicle -(B)-	Rate per month (C) C= A*B (Excluding GST)
1	52 Seated School Bus for 12 hours duty		2	
2	32 Seated School Bus for 12 hours duty		2	
Total				
Total ( In words)				

**N.B:**

- 1) The L-1 bidder will be **finalised** on the basis of lowest quoted total rate as per monthly basis. In case of discrepancy between the amount in figure & word the amount mentioned in word will prevail.
- 2) The rates quoted shall be inclusive of drivers, Helpers & other statutory applicable as per central Govt. norms benefits salary, repair & maintenance, road tax, taxes & duties, insurance including contractor margin etc.
- 3) Where there is a discrepancy between the rate in figures and words, the rate quoted in words will govern.
- 4) GST, if any, shall be paid extra at applicable rate after submission of proof towards payment of GST.

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