

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, BidyutMarg, Unit- IV, Shastri Nagar, Bhubaneswar,
Odisha- 751 001, Email.id-bh.omdc@birdgroup.co.in

TENDER NOTICE NO: OMD/BSMR/23-24/252

DATE 07/08/2023

**TENDER DOCUMENT
FOR**

**Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge
(100 MT) at Bhadrasahi Mines, OMDC, Roida.**

Name & Address of the Bidder :

Money Receipt No.....

Dated/...../ 2023

Cost of Tender Document Inclusive of GST (Non-Refundable) :

For receiving the tender document by hand or for downloading it from our website:-
Rs.590/- (Rupees Five hundred Ninety) only ,in the form of cash or DD.

**SIGNATURE OF ISSUING OFFICER
TENDERER**

SIGNATURE OF THE

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, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar,
Odisha- 751 001, Email: bh.omdc@birdgroup.co.in

TENDER NOTICE

TENDER NOTICE NO: OMD/BSMR/23-24/252

DATE: 07/08/2023

Sealed tenders in prescribed format are invited in two parts i.e. Technical Bid & Price Bid from the experienced agencies for “Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida”.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/BSMR/22-23/252 DATE: 07/08/2023	Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida.	22/08/2023 3:00 P.M.

Availability of Tender Documents:-

The Tender documents can be obtained from the following office:-

O/o The Manager (Finance), I/c

The O.M.D.C. Limited,

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

The tender document can also be downloaded from our website www.birdgroup.co.in or CPP portal.

Cost of Tender Document and mode of payment:-

For receiving the tender document by hand or for downloading it from our website :- Rs.590/- (Rupees Five hundred Ninety) only,in the form of cash or DD.

For receiving the tender document by Post :-

Rs.590/- (Rupees Five hundred Ninety) onlyin the form of DD only.

The cost of tender document in the form of demand draft should be submitted at the time of submission of the Technical Bid.

Making of DD/ Pay Order/ Banker's Cheque:-

The Demand Draft(s) should be drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil, except **Co-Operative and Gramin Bank(s)**.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further corrigendum/ addendum, etc. if any, will be made available in our web site only. Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

Sd/-
Business Head

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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Head Office: Plot No.-271, Ground Floor, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar,
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CHAPTER-I

NOTICE INVITING TENDER

TENDER NOTICE NO: OMD/BSMR/23-24/252

DATE: 07/08/2023

Sealed tenders in prescribed format are invited in two parts i.e. Technical Bid & Price Bid from the experienced agencies for “Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida”.

Information to Bidders:-

Interested bidders may obtain further information from the office of the -

Manager (Engg.) & WB I/c and DGM (Mines), Bhadrasahi, Contact No (s)
9437007360 and 9439308905

The Orissa Minerals Development Company Limited

At/Po- BhuyanRoida, Via- Barbil-758035, Dist- Keonjhar, State-Odisha.

Amendments to Tender:-

Any amendment issued prior to submission of Bids would be put on the OMDC website. All prospective bidders would be presumed to have examined all amendments on the website & submit their bids accordingly. A copy of such amendments shall be enclosed with the Bid.

Availability of Tender Document:-

i. **Obtaining physical copy from OMDC Office :-**

The Tender documents can be obtained from the following office:-

O/o The Manager (Finance), I/c

The O.M.D.C. Limited,

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

Tender Document will be available for sale on all working days from 10:00 Hrs (IST) to 12:00 Hrs (IST) during 07/08/2023 to 22/08/ 2023.

ii. **Downloading Tender Document from Internet: -**

The tender document can also be downloaded from our website www.birdgroup.co.in or CPP portal.

Cost of Tender Document and mode of payment:-

a. **For receiving the tender document by hand:-**

Rs.590/- (Rupees Five hundred Ninety) only, in the form of cash/ DD /Pay Order/ Banker's Cheque.

b. **For receiving the downloaded tender document from our website :-**

Rs.590/- (Rupees Five hundred Ninety) only, including GST, in the form of DD/ Pay Order / Banker's Cheque only. In this case, cash will not be received.

c. **For receiving the tender document by Post :-**

Rs.590/- (Rupees Five hundred Ninety) only, in the form of DD / Pay Order/ Banker's Cheque. In this case, cash will not be received.

Note: -The cost of tender document in the form of demand draft should be submitted at the time of submission of the technical bid.

Making of Demand Draft(s)/ Pay Order/ Banker's Cheque:-

The Demand Draft(s)/ Pay Order/ Banker's Cheque should be drawn on any Nationalised Bank favouring 'The O.M.D.C. Limited' and payable at Barbil, except Co-Operative and Gramin Bank(s).

Obtaining the Tender document from OMDC Office:-

For obtaining the tender document, the bidders has to submit a written application (in duplicate) giving complete details of Postal Address, Telephone & Fax Nos., E-mail Address & Name of Contact Person along with cost of Tender Document by way of Cash payment or against Demand Draft.

Submission of Bid Document by tenderer:-

It will be presumed that the Bidder has gone through the entire Tender Document, which shall be binding on the Bidder. Bidder has to submit the cost of tender document, as mentioned at "**Cost of Tender Document and mode of payment**" clause above, along with its Bid (Part-I),i.e., Techno Commercial bids as per the details given in Bidding Documents.

1. PRE BID CONSULTATION:

The bidders are free to join pre bid consultation to be held on 19/08/2023 at 11:00 Hrs (IST) in the office of the DGM (Mines), Bhadrasahi Mines Roida, *Via- Barbil, Dist-Keonjhar, Odisha, 758035* for clarifying doubts/ seeking explanations with regard to provision of the tender.

Amendments to Tender:-

The tender document may be amended suitably (if any) as per sole discretion of the OMDC. Amendments so made will be published on OMDC website www.birdgroup.co.in or CPP portal, within 3 days before the opening of the bid.

2. SALIENT FEATURES OF THE BID:

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No	OMD/BSMR/22-23/252 DATE: 07/08/2023
2.	Name of the Work	Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida
3.	Cost of Bid Document	i. For receiving the downloaded tender document from our website, Rs.590/- (Rupees Five hundred Ninety) only,in including GST, in the form of DD/ Pay Order / Banker's Cheque only. In this case, cash will not be received. ii. For receiving the tender document by hand, Rs.590/- (Rupees Five hundred Ninety) only, in the form of cash/ DD /Pay Order/

		Banker's Cheque.
4.	Earnest Money Deposit	Rs. 10,000/- (Rupees ten thousand) only The amount of Earnest Money deposit shall be deposited by way of bankers Cheque/demand Draft/ Pay Order/Bank Guarantee with validity of 12 months from the date of opening of the Part-I, from any scheduled Commercial Bank except Co-operative and Gramin Bank(s) pay able to "The Orissa Minerals Development Company Limited "at Barbil. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
5.	Availability of Tender Documents	Office of the Manager (Finance), I/c OMDC, Thakurani or from www.birdgroup.co.in or CPP portal.
6	Place & Time Of Pre Bid Consultation.	19/08/2023 at 11:00 AM in the office of the DGM (Mines), Bhadrasahi Mines Roida, OMDC Ltd., Via- Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	From-07/08/2023 to 22/08/2023 from 10:00 AM to 12:00 A.M.
8	Last date of Submission of Bid Documents	Up to 22/08/2023, Time: 3:30 PM
9	Date of Opening of Technical Bid	On 22/08/2023, Time: 04:00 PM
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation
11	Period of Contract	The contract shall be for a period of Two (02) years and may be extended up to another One (01) year as per sole discretion of OMDC) from the date of issuance of LOA/ Work Order/ Agreement, whichever is earlier. However, OMDC reserves the right to curtail the contract suitably on its discretion.
12	Validity Period of Bid	30 (Thirty) calendar days from the date of opening of Techno-commercial Bid.

**Sd/-
Business Head**

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CHAPTER-II

TENDER NOTICE NO: OMD/BSMR/23-24/252

DATE: 07/08/2023

1) SCOPE OF WORK:

The selected bidder will have the following scope of work to be executed on turnkey basis as under:-

1.1 Technical Specification of Weighbridges:-

No of Weigh bridge	Two
Capacity	100 MT
Make	EUROTECH
Dimension	52.5 x 10.5 feet
Type of Load Cell	Ball Cap Type (12 nos.)

SCOPE OF OMDC

- 1.2 Required Test Weight and unskilled labour shall be provided by OMDC during re-verification/calibration and stamping of Weighbridge.
- 1.3 Govt. verification and stamping fee shall be deposited by OMDC with local government authority for stamping.
- 1.4 OMDC will bear the all cost of new spare parts as well as repairable old spare parts expenses during the contract period. The successful bidder shall raise their bill along with quarterly bill.

SCOPE OF SUCCESFUL BIDDER

- 1.5 The successful bidder shall depute their service Engineer on quarterly basis during the period of contract for carry out schedule maintenance and calibration of weighbridge.
- 1.6 During the period of contract the successful bidder shall attend all the breakdown of Weigh Bridges within 24 hours of intimation. The mode for such intimation shall be either through phone, fax, E-mail, oral or any other means.
- 1.7 During the period of contract, the successful bidder shall arrange for inspection and certification of Weigh Bridges by liasioning with concerned Government agency/Weight and measurement Department and for which no separate charges shall be claimed.
- 1.8 The successful bidder is solely responsible for renewal/revarification/certification/stamping of both weigh bridge as per schedule time without lapsing date /period.

1.9 The successful bidder when visit to Bhadrasahi Mines, Roida for any type of work in weigh bridge, they carry out their work as per the direction of Manager (Engg.), & WB I/c or DGM (Mines).

1.10 The Service Engineer / personal must have a BSNL network mobile, since at the work place i.e. Bhadrasahi Mines, Roida, OMDC no other network is available.

TENDERER /BIDDER MUST VISIT THE SITE, TAKE NOTE OF THE SITE CONDITIONS AND ANALYZE THE CONSTRAINTS BEFORE SUBMITTING THE TENDER. THE WORK SHOULD BE CARRIED OUT ON STRICT ADHERENCE TO THE SCHEDULE AND SHOULD NOT ANY WAY DISTURB THE NORMAL DISPATCH PROCESS OF THE COMPANY i.e. BHADRASAHI MINES , ROIDA, OMDC.

2) MAJOR SPARES:

Sl.no.	Spare list of Major item/materials
01	Load – cell (Ball cap type)
02	Digitizer for signal light controller
03	Junction Card
04	SMPS Card for Digitizer
05	Mother board of Digitizer
06	External Display
07	Load-cell cable
08	Controller for signal light System
09	Signal Light
10	SMPS of signal light
Any other spares/equivalent installed/fitted with the Weigh Bridges will also be to the scope of successful tenderer.	

3) PERIOD OF CONTRACT :

The contract shall be for a period of 2 (Two) year [and may be extended up to another 01 (One) year as per sole discretion of OMDC] from the date of issuance of LOA/ Work Order/ Agreement, whichever is earlier. However, OMDC reserves the right to curtail the contract suitably on its discretion.

4) DATE OF COMMENCEMENT OF JOB :

From the date of issuance of the LOA/ Work Order/ Agreement whichever is earlier.

5) EARNEST MONEY DEPOSIT :

- 6.1 The bidder requires to deposit an amount of Rs. 10, 000/- (Ten Thousand) only as Earnest Money Deposit (EMD) in any of the forms mentioned here below.
- 6.2 Pay Order, Demand Drafts drawn in favour of The Orissa Minerals Development Company Limited, payable at Barbil or Bank Guarantee (BG) from any of the Nationalised Banks or scheduled Banks in India. In case the Bank Guarantee is issued outside Barbil, the same shall be routed through their branch at Barbil and enforceable at Barbil. In case of foreign bidder, if the Earnest Money is deposited in the form of Bank Guarantee (BG), the same shall be established through any one of the Nationalised Banks preferable State Bank of India, or Bank of Baroda and enforceable and payable at Barbil. The pro-form for the Bank Guarantee (BG) is attached at **Annexure-III**.
- 6.3 The Bank Guarantee(BG) shall be valid up to 02 year from the date of the opening of the Part-I i.e. Technical Bid.
 - i. The Earnest Money will be refunded to the unsuccessful Bidders within 01 month after finalisation of the tender.
 - ii. The Earnest Money deposited by the successful Bidder will be converted to Security Deposit.
 - iii. EMD of the successful bidder shall be forfeited if the successful bidder does not enter into the agreement and/or commence the work. Otherwise, such EMD will be refunded after 30 days of satisfactory completion and successful execution of the contract.
- 6.4 No interest on the Earnest Money Deposit shall be paid.
- 6.5 The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provide they submit a letter requesting for exemption from submission of EMD along with the offer.
- 6.6 **Exemptions for Micro and Small enterprises (MSEs)**

Micro and small enterprises (MSEs) registered with any of the following bodies shall be provided exemptions from submission of Cost of tender documents and Earnest money deposit (EMD):

- a. District Industries Centre.
- b. Khadi and Village Industries Commission.
- c. Khadi and Village Industries Board.
- d. Coir Board.
- e. National Small industries Corporation(NSIC)
- f. Directorate of Handicrafts Handloom.
- g. UdyogAadhar Acknowledgment /UdyogAadhar Memorandum issued by Ministry of MSME.
- h. Any other body specified by MSME.

6) SECURITY DEPOSIT (SD) :

- 7.1 EMD of successful bidders will be adjusted to Security Deposit which shall be released after completion and successful execution of contract.
- 7.2 10 % of each running bill from every quarter (after scheduled maintenance and calibration of the two (2) Weigh Bridges and issue joint inspection certificate thereon about condition and working status of the subject Weigh Bridges) shall be retained as security deposit which shall be released after satisfactory compilation of the contract/tender.

7) ELIGIBILITY CRITERIA:

8.1 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:-

- (i) Techno-Commercial Bid document.
- (ii) **Experience:** - Experience of having successfully executed/completed at least one similar work the value of which is Rs. 6, 00,000/- (Rupees Six Lakhs) only during last 3 (Three) years ending last day of month previous to the one in which tender issued. Copy of the Work Order/ contract including execution certificate (work completed) of the same should be enclosed.

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.

- (iii) **Similar works** means whose scope is similar to the scope of the current works as specified in the tender which includes Maintenance/Service, calibration etc. of Electronic Weigh Bridge (100 MT).
- iv) **Average Annual turnover:** Average Annual financial turnover during the last 3 (three) years i.e. 2020-21, 2021-22 & 2022-23 should be at least Rs. 500000/- (Rupees Five Lakhs) only. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Return to be submitted in support of the turnover.
- (iv) Earnest Money Deposit (EMD) of Rs. 10,000 /- (Rupees Ten Thousand) only in shape of Demand Draft/pay Order/Bankers Cheque/Bank Guarantee drawn on any Nationalised Bank favouring “The Orissa Minerals Development Company Limited”, payable at Barbil, Dist- Keonjhar (Odisha).

- (v) Memorandum & Articles of association in case of a Limited Company, Notarised Registered Partnership Deed in case of partnership firm & Notarised affidavit in case of a Proprietorship firm.
- (vi) Certification/licence copy of Weight & Measures Department
- (vii) Copy of PAN card.
- (viii) Copy of GST registration certificate.
- (ix) Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per **Annexure-I**.
- (x) Undertaking in the agency's letter head to the effect that the agency has not been blacklisted/ debarred by any PSU or OMDC at any point of time as per **Annexure- II**.

Note: -

- i. If any bidder is having a Partner/Director who had been a Partner/Director in a person/firm/company/society, whose contract was earlier terminated or cancelled by OMDC on account of contract, such bidder shall not be eligible to participate in the Tender.
- ii. Any person/company/society etc., who was awarded such contract in past at OMDC for the work as mentioned in this Tender Notice and was terminated on account of unsatisfactory performance or breach of contract is debarred from participating in this Tender. Any Tender received from such agency is liable for rejection.
- iii. 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 agency, if awarded.
- iv. All documents along with the tender shall be self-attested on each and every page by the authorised signatory of the bidder with official seal.

8) EVALUATION OF THE BIDS:

- 9.1 Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorised representative at time and date as given in Chapter – I.
- 9.2 Part – II, i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders.
- 9.3 Price bid of the Bidders, whose techno-commercial bids are technically qualified, will only be opened. The L-1 bidder will be evaluated on the basis of lowest quoted Total amounts in the Price Bid.
- 9.4 Tenders containing overwriting, correction or erasing, shall be counter signed by 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 shall be liable for rejection. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

9) AWARD OF CONTRACT:

- 10.1 The Company reserves the right to accept or reject the tender without assigning any reason thereof.
- 10.2 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 reasons thereof. For such cancellation the tenderer shall not be entitled to claim any cost, damages, charges, expenses incidental there-to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- 10.3 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.
- 10.4 The agency needs to work at Bhadrasahi Mines, Roida of OMDC, Barbil.

10) INSPECTION AND CERTIFICATION OF WORK:

After completion of the works, the successful tenderer shall submit a Service Report to the Manager (Engg.) & WB- I/c. He in turn will arrange to inspect the work and certify the completion of above work. It shall be duty of the successful tender to get the completion certificate for the work executed. Payment for the work shall be made based on certified Service Report only. Service Report for the work is to be certified by and DGM (Mines) of Bhadrasahi Mines, Roida, OMDC.

11) SUBMISSION OF BILLS:

12.1 The Tenderer/contractor will submit duly certified bills on quarterly basis along with joint inspection certificate thereon about condition and working status (maintenance and calibration) of the subject Weigh Bridges in triplicate to Business Head. The certify bill shall be verified and certified by Manager (Engg.) & WB- I/c, and DGM (Mines), who will forward the same to Business Head for approval through Manager (Finance)I/C. Any variation in rates, imposition of new taxes, levies, duties, etc. after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

12) PAYMENT TERMS WITH THE AGENCY:

- I. The schedule for release of payment to the agency is within 30 days from the date of submission of bills, subject to necessary certification and approval of the bill. Any variation in rates, imposition of new taxes, levies, duties, etc. after awarding the work order but within the currency of original schedule of completion period shall be on the account of OMDC.
- II. Due to any reason if it is not possible to adhere to this time schedule of quarterly payment, no interest will be paid.
- III. Due to any reason if it is not possible to adhere to this time schedule of quarterly payment, no additional payment by way of interest will be paid.

a) Implication of Tax on payments to the agency:-

- I. 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 quarterly bill.
- II. 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.

13) LIQUIDATED DAMAGE CLAUSE:

If the contractor fails to successfully complete the work as per the specification within the stipulated time period mentioned in the work order/Agreement, then liquidated damages for a sum equal to ½ % of the value of contract per week of delay shall be recovered from Final bills subject to a maximum of 10% of value of contract. Liquidated Damages shall be applicable, if the completion period of the work gets extended beyond the stipulated period of the contract, due to the fault of the contractor. Decision of Business Head, OMDC will be final & binding in this regard.

14) PENALTY

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

- (a) Cancellation of LOA/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.
- (e) Recovery of liquidity damages.
- (f) Recovery from any of the other present/future pending bills of the contractor.

**Sd/-
Business Head**

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, BidyutMarg, Unit-IV, Shastri Nagar,
Bhubaneswar, Odisha- 751 001, Email: bh.omdc@birdgroup.co.in

CHAPTER – III

GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Firm or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the bidder for consideration of OMDC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tenderer.
- d) **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.
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means “The Orissa Minerals Development Company Limited”. A company incorporated in India and having its registered office at Ground Floor-271, BidyutMarg, Unit-IV, Shastri Nagar, Bhubaneswar (Odisha).
- i) **Employer:** Employer means “The Orissa Minerals Development Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means Income Tax, GST, Surcharge, Cess Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.
- l) **EMD :**EMD means Earnest Money Deposit.
- m) **S.D. :**S.D. means Security Deposit.

2. TENDER SUBMISSION:

- 2.1 The bidder 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 Tender Notice Number.

Earnest Money & Cost of Tender document shall be deposited in the shape of Demand Draft Bankers Cheque/ Pay Order in favour of The Orissa Minerals Development Company Ltd. Payable at Barbil and the same is to be put in a separate envelope duly sealed and super scribed with the word “Earnest Money Deposit & Cost of Tender Document”.

All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Business Head, The 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 finance thakurani office.

The company shall not be liable for any delay in submission of the tender documents due to postal/Courier or any other delay and no extension of date for tender submission / tender opening shall be given for this reason.

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 3.30 P.M. on 22/08/2023 and will be opened on the same day at 4.00 P.M. in the presence of bidders or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/e-mail.

Bidders should indicate their Bank A/C details for making payments through RTGS/NEFT.

OMDC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

Tender form 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.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

2.2 Full information shall also be given by the Bidder/ Tenderer in respect of the following:

a) In case of Partnership firms:

- 1) The names of all partners and their addresses.
- 2) The financial status of the firm and its partners.
- 3) Previous experience of the firm and its partners.
- 4) Self-attested copy of Partnership Deed.
- 5) Self-attested copy of latest annual audited profit & loss statement.
- 6) Self-attested copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority.
- 7) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

b) In case of Companies:

- 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies and Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto.
- 3) Names and particulars, including addresses of all the Directors.
- 4) Previous experiences of Company and Directors in similar project as well as work.
- 5) Relevant credentials with Reference list. 6) A Self-attested copy of latest annual report.
- 6) Phone/ Mobile Nos., Email Addresses, Fax Nos., etc.

3. OPENING OF TENDER:

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter - I

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course through Letter/Fax/Telephone.

OMDC also reserves the right to cancel/postpone the date of receipt and opening of the Tender without bearing any liability whatsoever, consequent upon such decision.

4. VALIDITY:

The Tender and the prices quoted shall be deemed to remain valid for a period of 120 days from the date of opening of Part-I i.e. Technical Bid. In case of Tenderer revoking or withdrawing/ cancelling his Tender or varying any term in regard thereof during the validity period of the Tender, without the written consent of OMDC, the Tender submitted shall be liable for rejection and the OMDC shall forfeit the Earnest Money paid by the Tenderer along with the Tender.

5. Working time:

The working time for the job shall be in General shift i.e. from 7.00 am to 12.00 Noon and from 2.00 p.m to 5.00 p.m. and as per the direction of Manager (Engg.) & WB- I/c and Mines Manager / DGM (Mines) Bhadrasahi Mines, Roida of OMDC.

6. SIGNING OF AGREEMENT:

6.1 The successful bidder is expected to appear in the office of Business Head/Head of Personnel to sign the contract agreement within 10 days and start the work from the date of issuance of Work Order. In case the bidder declines to sign the agreement or to take up the work within stipulated time, in such eventuality, he will not have any such claim on the contract.

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 & Debar/ Blacklist 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.

6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately after the Work Order is issued:

- a) Copy of detailed Work Order duly signed on all pages as a token of acknowledgement of receipt.
- b) Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
- c) Permanent Account Number allotted by Income Tax Department.
- d) Self-attested Photostat copy of Notarised Power of Attorney by the Competent Authority or Board of Director's resolution authorising the individual(s), to sign the contract.
- e) Self-attested Photostat copy of the Registration under GST, PF Registration Certificate, etc. As applicable.

7. 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 noticed during execution of assigned job. OMDC shall in such event, give 30 days' notice in writing to the agency. The party will be debarred from participation in all OMDC tenders for a period of **05(Five)** years.

8. 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 OMDC shall recover from the contractor any additional cost involve therein.

9. STATUTORY COMPLIANCE:

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, Mines Act. 1952 etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The agency has to obtain his own PF code and shall be fully responsible to comply with all statutory obligations as employer for deduction and deposit of all contributions under E.P.F. and Pension Scheme (FPF) etc under the employees Provident Fund and Misc. Provision Act, 1952 and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under contract as per applicable statutory provisions / law and Government Notifications and will take full liabilities on the account. OMDC will not take any liabilities on this account. In the event of failure of the agency to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract including security deposit or a debt payable by the contractor.

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.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

10. 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 this Agreement or delays the performance or the delivery of all or any part quantity of the Product under the agreement is obstructed and/or delayed owing to or resulting from cause or causes beyond the control of bidder and OMDC and the such as acts of God, strikes, go-slow, Plant breakdown, Government elicits or ruling , war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the OMDC and the bidder shall be relieved of the responsibility for performance of this 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 sub clause(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 this Agreement.
- c. Either party shall be relieved of the responsibility of performance of this 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.

11. 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 removing the material bought by him, and the customer is fully liable to reimburse to OMDC the cost of such damages. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

12. ILLEGAL GRATIFICATION:

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

13. DEVIATION:-

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive and liable for rejection. Any incomplete tender or conditional tender received shall be liable for rejection.

14. MODIFICATION OF CONTRACT:

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

15. ASSIGNMENT:

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

16. LAWS GOVERNING THE AGREEMENT

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

16.2 Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

17. LEGAL CAPACITY OF THE TENDERER

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.

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.

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.

18. ARBITRATION

18.1 For agencies other than PSU:-

In the event of any dispute or difference between the OMDC & the 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 the seller, 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 bidder shall be relieved of its responsibility if the OMDC does not pay the amount due to bidder 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 Orissa High Court, Cuttack only will have jurisdiction.

18.2 For PSU customers:-

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.

19. 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.

20. OTHER CONDITIONS:

- a) The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.
- b) 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.
- c) 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.
- d) 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.

- e) 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.
- f) Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- g) 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.
- h) 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 background/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.
- i) 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 and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.
- j) 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.
- k) 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> or other website 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.

- The successful (L1) bidder shall provide and bear all the expenses incurred on the following:-

- a) Tools, tackles and implements for carrying out the above electrical maintenance jobs.
- b) Stationery for writing duty charts etc. Not providing the above will amount to not meeting the contractual obligations and therefore the management will be at liberty to take suitable action at the cost of the successful bidder.
- c) 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.

21. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:

- a) The agency/ contractor shall report occurrence of any accidents if occurred including persons involved and effect payment of compensation as per the Workmen'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 Workmen'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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) With regard to execution of this work, the agency/ contractor shall abide by the direction of Manager (Mines).
- g) The agency/ contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfilment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.
- h) In the event of agency/ contractor's failure to fulfil the contract terms for execution of work therein, OMDC reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.
- i) In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor shall give at least 90 days notice in writing to the company and to the

appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.

- j) The workmen engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and **no employer-employee relationship shall exist** between the workmen engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/re-employment of such workmen.

Sd/-

BUSINESS HEAD

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, BidyutMarg, Unit-IV, Shastri Nagar,

Bhubaneswar, Odisha- 751 001, Email: bh.omdc@birdgroup.co.in

PART-I**TECHNO-COMMERCIAL BID****TENDER NOTICE NO:OMD/BSMR/23-24/252****DATE 07/08/2023**

Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida.

SL No	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	<p>Experience of having successfully executed/completed at least one similar work the value of which is Rs. 6, 00,000/- (Rupees Six Lakhs) only during last 3 (Three) years ending last day of month previous to the one in which tender issued. Copy of the Work Order/ contract including execution certificate (work completed) of the same should be enclosed.</p> <p>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.</p>	

6	Average Annual financial turnover during the last 3 (three) years i.e. 2020-21, 2021-22 and 2022-23 should be at least Rs. 500000/- (Rupees Five Lakhs) only. Copy of Balance Sheet, Profit & Loss A/c & Income Tax Return to be submitted in support of the turnover.	
7	GST Regd. Copy (Copy to be submitted) Certification/licence copy of Weight & Measures Department	
8	PAN (copy to be submitted)	
9	Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC at any point of time as per annexure-III	
10	Rs. 10,000/- (Rupees Ten Thousand) only. Earnest Money Deposit (EMD) in shape of Demand Draft/Bankers Cheque/Pay Order drawn on any nationalized bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).	
11	Cost of tender documents of Rs. 590/- (Rupees Five hundred ninety) only inclusive of GST.	
12	Undertaking in the agency's letterhead to the effect that the manpower (Skilled and unskilled) to be supplied as per annexure-IV. The agency should comply the conditions laid down in Mines Act 1952.	
13	Documents relating to Status of the tender in form of the following - Registered Partnership deed in case of a Partnership firm, - Memorandum of Association and Article	

	<p>of Association in case of a Limited company,</p> <p>- Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed</p>	
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Signature with seal of the Tenderer

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, BidyutMarg, Unit-IV, Shastri Nagar,

Bhubaneswar, Odisha- 751 001, Email: bh.omdc@birdgroup.co.in

TENDER NOTICE NO:OMD/BSMR/23-24/252**DATE: 07/08/2023****Annexure-II****PART -II****PRICE BID.****1. Name & address of the bidder :**

JOB NO.	DESCRIPTION OF JOB	RATE FOR TWO YEARS (In Rs.) Excluding GST
1	Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida.	
Total		
Total amounts in words:		

Note:

- i. L-1 bidder will be evaluated on the basis of lowest quoted Value in the price Bid.
- ii. GST will be paid extra as applicable.
- iii. In case there is any discrepancy between figure and word then the amount quoted in word will be considered for evaluation.

Signature with seal of the Tenderer**ANNEXURE -III**

UNDERTAKING

**To
The Business Head;
The Orissa Minerals Development Company Limited,
Thakurani,
Keonjhar (Odisha)**

TENDER NOTICE NO:OMD/BSMR/22-23/252

DATE: 07/08/2023

Dear Sir,

Sub: Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida.

In response to the tender invited by you, I/We have examined the Special conditions, 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 all 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

[iii] Part-II Price

ANNEXURE -IV

UNDERTAKING

To

The Business Head;

The Orissa Minerals Development Company Limited,

Thakurani,

Keonjhar (Odisha)

TENDER NOTICE NO:OMD/BSMR/22-23/252

DATE: 07/08/2023

Dear Sir,

Sub: Annual Maintenance Contract (AMC) for two numbers of Electronic Weigh Bridge (100 MT) at Bhadrasahi Mines, OMDC, Roida.

In response to the tender invited by you, I/We agree to supply manpower as required and hereby bind myself/ourselves to execute the work as per Scope of Work in the Tender Notice.

I/We also agree comply the conditions laid down in Mines Act 1952

Yours faithfully,

Signature of the Tenderer with Seal