

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

TENDER DOCUMENT

FOR

Tender Document for annual maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.

Name & Address of the Bidder :

SIGNATURE OF THE TENDERER

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

TENDER NOTICE

Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1) ; Date: 08.04.2024

Sealed tenders in prescribed format are invited in two parts, i.e., Techno-Commercial Bid & Price Bid (as per Annexure-I) from the experienced agencies for "Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management."

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
Tender Notice No. OMDC/HO/IT/WEBHOST /04-2024/(1) Date: 08.04.2024	Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (https://www.birdgroup.co.in/) in server including support for Hindi Language and Technical Support for content management.	22.04.2024 3:00 P.M.

The tender documents can be downloaded from our website <https://www.birdgroup.co.in/> & CPP portal.

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/-
Senior Manager (IT)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

CHAPTER-I

NOTICE INVITING TENDER

Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1) ; Date: 08.04.2024

Sealed tenders in prescribed format in two parts, i.e., Techno-Commercial Bid (Part-I) & Price Bid (Part – II) are invited from the experienced agencies for 'Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.'

1. INFORMATION TO BIDDERS :

Interested bidders may obtain further information from either of the following officers -

Senior Manager(IT) or General Manager (IT),
The O.M.D.C. Limited,
Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar,
Unit-IV, Bhubaneswar, Odisha-751001.

2. BIDDING DOCUMENTS:

Entire Bidding documents along with detailed Tender Schedule are available with either of the following officers -

Senior Manager (IT) or General Manager (IT),
The O.M.D.C. Limited,
Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar,
Unit-IV, Bhubaneswar, Odisha-751001.

Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. <https://www.birdgroup.co.in/> & CPP portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids. The Bidder shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document, which shall be binding on the Bidder.

The Bidder shall submit the Bidding Documents as mentioned above, along with its Bid (Part-I), i.e., the Techno-Commercial, as per details given in Bidding Documents.

3. PRE BID CONSULTATION:

The bidders are free to join pre bid consultation to be held as per the venue and schedule mentioned in the table given at "**SALIENT FEATURES OF THE BID**" section, below, for clarifying doubts/ 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 the Company. Amendments so made will be communicated to the bidders, before the opening of the bid.

4. SALIENT FEATURES OF THE BID:

SI	Particulars	Detailed of Tender
1	Bid Enquiry No.	OMDC/HO/IT/WEBHOST/04-2024/(1) Dated: 08.04.2024
2	Name of the Work	Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (https://www.birdgroup.co.in/) in server including support for Hindi Language and Technical Support for content management.
3	Availability of Tender Documents	Birdgroup's Corporate Website, link: - https://www.birdgroup.co.in/ & CPP portals.
4	Pre Bid Consultation.	On 16.04.2024, between 11:00 AM to 12:00 Noon, alongwith GM(IT), in the Office of The OMDC. Limited, Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001
5	Last Date of Submission of Bid Documents	Up to 22.04.2024, up to 3.00 PM
6	Date of Opening of Technical Bid	On 22.04.2024 at 4.00 PM
7	Date of Opening of Price Bid	To be intimated after Techno-Commercial bid evaluation
8	Period of Contract	5 years from the date of commencement of the job, as per the LoI/ Work Order. May be renewed for another 2 years, subject to satisfactory performance of the agency and discretion of OMDC management.
9	Validity Period of Bid	180 (One hundred eighty) calendar days from the date of opening of Techno-Commercial bid.

**Sd/
Senior Manager (IT)**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar,
Unit-IV, Bhubaneswar, Odisha-751001

CHAPTER-II
SPECIAL CONDITIONS

Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1)

Date: 08.04.2024

1. SCOPE OF WORK:

- a) Server hosting of the existing Corporate Website of EIL, OMDC, BSLC (Bird Group of Companies), i.e., <https://www.birdgroup.co.in/>.
- b) Support for hosting in English as well as translation to Hindi language, as existing now.
- c) Porting of the existing data, templates and programs from the existing portal, without missing of any data, document, link, webpages as required.
- d) Website should be compatible with all common operating systems, like Windows, LINUX, Mac OS, browsers and monitor resolutions.
- e) Providing Technical support for content management including addition of any new webpage, including pages for uploading of photo and video clips, as and when required by IT team of Bird Group of Companies, which includes OMDC, EIL and BSLC.
- f) Annual Maintenance support for website, i.e., ensuring that all the links are working at all the time, and keep it updated with required plugins and patches. In case, any link is found to be not working, upon information, it should be made up within half an hour time.
- g) The downtime of the website should be less than 5 hours in a year.
- h) Server details :-
 - i. **Linux Server** with Antivirus, Parallels Plesk Panel 10.X, SiteLock, CodeGuard, and SSL certificate for https or higher,
 - ii. **Processor** :- Linux Server,
 - iii. **Word Press** support for content management,
 - iv. **Database** :- MySQL Database with phpMyAdmin Access,
 - v. **Disk Space**: - upto 500 GB,
 - vi. **RAM**:- 8 GB or more,
 - vii. **Band width**: - unlimited,
 - viii. **Sub-Domains**:- creations,
 - ix. **sftp**:- Facility for Secure File Transfer Protocol.
 - x. **Control Panel** is to be provided in the website,
 - xi. **Programming Language** :- CGI, Fast CGI, PHP 5 or higher, WordPress,
 - xii. **Programming Modules**: Curl, CPAN, GD Library, Image Magic.
 - xiii. **Static IP** :- 1 no,
 - xiv. **Data Centre**: - India,
- i) **Data Storage Space**: - upto 500 GB.
- j) **Email-Account**: - The party should arrange email account in birdgroup.co.in domain and give facility to IT Dept of OMDC for creation and maintaining few more email-ids, as and when required. The total storage for this email account may go maximum upto 50 GB.
- k) Party should take back up of data and application software once in a day and always store at least two previous backups of application software and data, so that, in case the website crashes, it can be made up with the latest backup. Party should send the report of back up and status of back up media to IT team of OMDC as and when asked.
- l) The party should check the speed of opening of the website and ensure that, the site opens fast. In case, there is any delay in opening of the website, for more than 5 minutes, the cause of delay is to be analysed and to be rectified, immediately.
- m) The link for the website should be available through Google search engine.

- n) The party has to add a new photo gallery section, separately for the three companies of Bird Group of Companies (EIL, OMDC, BSLC) and facility to be provided for uploading of various photos and as well as small video clips.
- o) The party should handover the latest source code and data as and when asked.
- p) The party should upload the source code and install the same in user PC and make a demo of running of the application from user's PC, as and when asked.
- q) Party should provide the link, where the source code and database to be stored in cloud and provide the user credentials (user-id, password) for backend access.
- r) Party should provide training on: - content modification, new page creation as well as accessing the database and make corrections through back-end.
- s) The job should be completed maximum within 20 (Twenty) days from the date of commencement of the job that is mentioned in the LoI /work order.

2. CONTRACT PERIOD:

5 (Five) years from the date of commencement of the job, as per the LoI/ Work Order. The contract may also be extendable for another period of 2 (Two) years subject to satisfactory performance of the agency and discretion of OMDC management, with the same terms and conditions.

3. DATE OF COMMENCEMENT OF JOB:

As per the date to be mentioned in the LoI/ Work Order.

4. BID SECURITY DECLARATION (BSD):

Each bidder is required to submit a Bid Security Declaration form as per Annexure-IV along with the bidding documents.

5. SECURITY DEPOSIT (SD):

The successful bidder has to deposit an amount of Rs.6,000/- (Rupees Six Thousand only) as Security Deposit (SD) in the following form :-

Demand Draft from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to "The Orissa Minerals Development Company Limited" at Bhubaneswar.

The security deposit shall be refunded to the agency within 30 days from the date of completion of contract.

6. ELIGIBILITY CRITERIA:

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences in support of the followings along with the Techno-commercial Bid i.e. Part-I:-

- a. The Bidder must have 10 years of experience in Web hosting, design, development and maintenance of website, for any Govt/PSU/Govt Autonomous Bodies during the last 12 years, ending on 31st Mar 2024.
- b. The bidder must have successfully completed at least 5 maintenance contracts in any Central or State Govts./ PSUs / Autonomous Bodies/ etc. in the previous five years, ending on 31st Mar 2024. The copies of details of such contracts should be furnished.
- c. The bidder must have successfully completed at least 5 website design & development for any Central or State Govts / PSUs and their subordinate offices/ Autonomous Bodies, etc. in the previous Ten years, as on 31st Mar 2024. The copies of details of such contracts should be furnished.
- d. The bidders who are registered / approved by Government organization like OCAC or NICS I or NIC, etc. will only be considered.
- e. Bidders must be ISO 9001 & 27001 certified and the certificates should be valid on tender opening date.
- f. Bidders should be CMMi Level 3 certifications issued by CMMi institute.

- g. The bidder must have fully operational/ functional office in Odisha and the copy of GST registration certificate must be submitted.
- h. Copy of PAN card is to be submitted by bidder.
- i. Memorandum & Article of association in case of a Limited Company, Registered Partnership Deed in case of partnership firm & an affidavit in case of a Proprietorship firm.
- j. Declaration in the bidder's letter head to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure- II.
- k. An undertaking (self-certificate) in the Bidder's letter head that the bidder has not been blacklisted / debarred by any Central/ State Government institutions or OMDC and there has been no pending litigation with any Government department on account of execution of similar maintenance service, as per Annexure-III.
- l. The tender document shall have to be signed by the tenderer on each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

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

7. EVALUATION OF THE BIDS:

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

The Bidders who submitted all the documents mentioned in the clause Eligibility Criteria of Chapter-II of the tender will be considered as technically qualified and considered for opening the Price Bid.

The Price Bid will be opened afterwards in presence of their authorized representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course through Letter/ Telephone/ e-mail. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfilment of all other terms and conditions of the tender.

Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will be liable for rejection. Submission of the Price Bid in a format other than the requisite format may 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.

If the bidder's quoted price appears to be abnormally low, the bidder will be asked a written clarification to demonstrate his capabilities to deliver the contract at offered price. In case the reply is found unsatisfactory, the company reserves the right to reject the proposal / bid without assigning any reason whatsoever. Such tenderer may be recommended for disqualification from participating while retendering the subject work.

L-1 bidder will be evaluated on the basis of lowest quoted rate as per Table-A of Price bid of Annexure-I, on annual basis.

8. AWARD OF CONTRACT:

- i. Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to accept or reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderers 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.
- ii. Company also reserves the right not to accept the lowest offer.
- iii. 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.

9. SUBMISSION OF BILLS:

The successful bidder/ agency will equally distribute the bill, once in every quarter (once in three months) amount to OMDC, EIL and BSLC and submit three separate bills as indicated in the table below:-

TABLE - SUBMISSION OF BILLS			
SI No	Company Name	To be addressed to	GSTIN/UIN, Including State Code
1	OMDC	OMDC, Plot No - 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, PIN-751001.	GSTIN/ UIN :- 21AABCT8879J1ZW, Odisha, Code- 21
2	EIL	The Eastern Investments Limited, Plot No - 255, Pristine Green, Pokhariput, Bhubaneswar, Khordha, Odisha, India-751020.	GSTIN/ UIN :- 21AABCE0830E1ZJ, Odisha, Code- 21
3	BSLC	The Bisra Stone Lime Company, Plot No - 255, Pristine Green, Pokhariput, Bhubaneswar, Khordha, Odisha, India-751020.	GSTIN/ UIN :- 21AABCT2118C1Z7, Odisha, Code- 21

The period for which the bill is raised should be mentioned in the bill. All such bills are to be submitted in duplicate in the office of General Manager (IT), The OMDC Limited, Plot No.- 271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001.

10. PAYMENT TERMS:

The payment will be made against submission of quarterly bill (once in three months).

Payment towards Additional Data Storage:- For any increase in requirement of additional Data Storage Space beyond the existing limit of 500 GB data (as defined at SCOPE OF WORK section of Chapter-II), the party may buy additional data storage space and the same additional amount will be paid on submission of actual bill, once in a year.

All the bills will be distributed equally to OMDC, EIL and BSLC as indicated at SUBMISSION OF BILLS section under CHAPTER-II and the party will submit separate bills for all the three companies, i.e., OMDC, EIL and BSLC.

Payment will be made through RTGS/ NEFT on the basis of the rates quoted as per Price Bid. The agency will have to submit the details of Bank A/c No., Branch, IFSC code, etc. for receiving the payment through RTGS/NEFT.

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, EIL and BSLC.

12. SCHEDULE OF PAYMENT:

Within 30 days from the date of submission of bill.

13. TAX DEDUCTED AT SOURCES:

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 annual bill.

14. PENALTY:

In case the successful bidder fails to take up the work after issuance of LoI/ Work Order 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-

- Cancellation of LoI/ Work Order.
- Forfeiture of Security Deposit.
- If job is not completed within 20 days of commencement of the job that is mentioned in the LoI / Work Order, penalty @ 0.5 % of the total contract value per week will be imposed upto a maximum limit of 2.5 %.
- Blacklisting of the Contractor for non-functioning of website for 3 days consecutively per month over a continuous period of 03(three) months.

Sd/-

Senior Manager (IT)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

CHAPTER – III

GENERAL CONDITIONS

Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1) ; Date : 08.04.2024

1. DEFINITIONS:

- a) **Tenderer/ Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium 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 tenderer/bidder.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility criteria as stipulated in the tender documents for qualifying the bidder for consideration for opening 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 Head office at Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001.
- i) **BSLC :** BSLC means "The Bisra Stone Lime Company, Plot No – 255, Pristine Green, Pokhariput, Bhubaneswar, Khordha,Odisha,India-751020".
- j) **EIL :** EIL means "The Eastern Investments Limited, Plot No – 255, Pristine Green, Pokhariput, Bhubaneswar, Khordha,Odisha,India-751020".
- k) **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, Surcharge, GST (Central and State), Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.
- l) **S.D.:** S.D. means Security Deposit.

2. TENDER SUBMISSION:

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.

All the 2 (two) envelopes containing Part - I, Part – II shall be put in single A4 envelope duly sealed, superscribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to General Manager (IT), The OMDC Limited, Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001.

Tenderer who has not submitted Part - I and Part - II in separate envelopes and not sealed properly 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 the office of the General Manager(IT), The OMDC Limited, Plot No.-271, Ground Floor,

Bidyut Marg, Shastri Nagar, Unit-IV, Bhubaneswar, Odisha-751001. However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tenders will be received up to 3.00 PM on **22.04.2024** 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 (from email-id :- jpdash.bgc@gmail.com / or / ashutosh.omdc@gmail.com).

Bidders should provide their Bank A/c details for making payments through RTGS/ NEFT.

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.

3. OPENING OF TENDER:

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.

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/ Telephone/ e-mail.

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 180 days from the date of opening of Techno-Commercial Bid.

5. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/ bad performance or any other abnormalities/ reasons noticed during the tenure of contract. OMDC shall in such event, give 30 (Thirty) days' notice in writing to the agency.

6. RISK PURCHASE:

In the event of failure to fulfil the contract terms and execution of work as per LoI/ Work Order, 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.

7. 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 fire 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 advise 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.

8. MODIFICATION OF CONTRACT:

The company reserves the right to make any modification / alternation in the conditions as mentioned in the Tender by signing the agreement with the successful bidder(s).

9. EXIT CLAUSE:-

Both parties have right to exit from this contract / agreement by serving notice in writing of at least 30 days.

10. DAMAGE TO OMDC PROPERTIES:

The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, 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 including recovery from any sum due to the agency.

11. ARBITRATION:

11.1 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 matter to the sole arbitrator to be appointed in consultation between the parties.

The seat of Arbitration shall be at Bhubaneswar and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator will be shared equally by both the parties. 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.

The Arbitration proceedings shall be as per the arbitration and Conciliation Act 1996 and Rules made there under as amended from time to time.

Notwithstanding above, if any matter need judicial adjudication, the courts only at Bhubaneswar will have jurisdiction.

11.2 For PSU customers:-

In the event of any dispute or difference between the parties hereto, 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 the AMRD set up vide circular no 4(1)/2013-DPE (GM) FTS-1835 dated 22.05.2018 and OM no ##477/DOLA /AMRD/2019 dated 31.03.2020 issued by Dept. of Legal Affairs Gov. of India and any other modification that may be by the Gov. of India from time to time.

12. 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.

13. OTHER CONDITIONS:

- 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 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 agency shall be liable for all compensation that may arise for any accident, death, injury etc caused by or during the operation of the job.

**Sd/-
Senior Manager (IT)**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office: Plot No.-271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

Part-II

PRICE BID

Ref: Tender Notice No.OMDC/HO/IT/WEBHOST/04-2024/(1), Date: 08.04.2024

Sub: Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.

Table-A

Sl. No.	Job Description	Annual Maintenance Charges excluding GST (in figure) (in Rs.)	Annual Maintenance Charges excluding GST (in word) (in Rs.)
1	Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (https://www.birdgroup.co.in/) in server including support for Hindi Language and Technical Support for content management.		

N.B.-

1. L-1 bidder will be evaluated on the basis of lowest quoted rate as per Table-A of the Price bid on Annual basis.
2. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
3. GST, if any, shall be paid extra at applicable rate after submission of proof towards payment of GST.

(Seal and signature of the party)

DECLARATION BY THE BIDDER
(Acceptance to all Terms & Conditions)

To

General Manager (IT)
The Orissa Minerals Development Company Ltd.
Plot No.-271, Ground Floor,
Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

Ref: Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1), Date :- 08.04.2024

Sub: Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.

Sir,

In response to the tender invited by you I/ we examined the general conditions and other terms and conditions of the contract. I/ we agree to abide by all instruction in these documents attached hereto and hereby bind myself/ ourselves to execute the work as per schedule stipulated in the Tender Notice.

I / We have also considered all the corrigendum(s), which have been published from time to time, by your organisation.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.

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 scope of work.

Yours faithfully,

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

Telephone No./Mobile No

UNDERTAKING BY THE BIDDER
(for not being blacklisted/ debarred by any PSU or OMDC at any point of time)

To

The General Manager (IT)
The Orissa Minerals Development Company Ltd.
Plot No.-271, Ground Floor,
Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

Ref: Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1), Date :- 08.04.2024

Sub: Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.

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

Yours faithfully,

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

Telephone No./Mobile No

BID SECURITY DECLARATION

(Dated: dd-mm-yyyy)

To
The General Manager (IT)
The Orissa Minerals Development Company Ltd.
Plot No.-271, Ground Floor,
Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha-751001

Ref: Tender Notice No. OMDC/HO/IT/WEBHOST/04-2024/(1) ; Date : 08.04.2024

Sub: Annual Maintenance and hosting of the existing Birdgroup's Corporate Website of OMDC, EIL and BSLC (<https://www.birdgroup.co.in/>) in server including support for Hindi Language and Technical Support for content management.

Sir,

I/ We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am/ We are submitting this 'Bid Security Declaration "as follows:

I/We accept that, I/ We will automatically be debarred from participation in all future tenders of OMDC for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following :

a. If I/We withdraw/modify our bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

b. Having been notified of the acceptance of our bid by OMDC, during the period of bid validity, if I/we

i. Fail or refuse to execute the Contract. (or)

ii. Fail or refuse to furnish the Security Deposit towards security of material & (or) PS, as stipulated in the Tender Document/ Work Order / Letter of Acceptance /Purchase Order

Yours faithfully,

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

Telephone No./Mobile No