

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Orissa)
Telephone No. : 8895984271, 8895984172
Regd. Office: Plot No.271, ground Floor, Bidyut Marg, Shastria Nagar, Unit-IV,
Bhubaneswar,Odisha-751001

TENDER DOCUMENT

FOR

HIRING OF COMMERCIAL LIGHT VEHICLES

FOR

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A GOVT. OF INDIA ENTERPRISE)

P.O.THAKURANI, VIA-BARBIL-758035, DIST-KEONJHAR (ODISHA)

TELEPHONE NO.: 8895984271, 8895984172

TENDER NOTICE NO.OMD/Mines/Pers./40/2023-24 DATE: 11.09.2023

(VISIT US AT www.birdgroup.co.in)

COST OF BID DOCUMENT

By hand Rs.1, 260/- Inclusive GST

By Post Rs.1, 418/- Inclusive GST

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PART – I

TENDER NOTICE

Tender Notice No.: OMD/Mines/Pers./40/2023-24

Dated: 11 /09/2023

Sealed tenders in prescribed format are invited in two parts i.e. Techno-Commercial Bid & Price Bid from the experienced agencies for “engagement of 04 (Four) nos. of commercial light vehicle on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).”

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT	OPENING OF TECHNICAL BID
<i>Tender Notice No.</i> OMD/ Mines/Pers./40/2023- 24 date 11.09.2023	“Engagement of 04 no. commercial light vehicle on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).”	04.10.2023 4.00 P.M.	04.10.2023 4.30 P.M.

The Tender documents can be obtained from office of the Dy. Manager (Pers.)-I/C, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) on payment of Rs.1,260/- (Rupees one thousand two hundred sixty only) in cash or in form of Demand Draft drawn on any Nationalized Bank favouring ‘The O.M.D.C. Limited’ and payable at Barbil.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.co.in & CPP portal and in such a case; the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. 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

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NOTICE INVITING TENDER

Tender Notice No.: OMD/Mines/Pers./40/2023-24

Dated: 11/09/2023

Sealed tenders in prescribed format are invited in two parts i.e. Techno-Commercial Bid & Price Bid from the experienced agencies for "engagement of 04 (Four) nos. of commercial light vehicle on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha)."

1. INFORMATION TO BIDDERS :

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

Dy. Manager (P&W), the O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)

"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 & have submitted their bids accordingly.

A copy of such amendments shall be enclosed with the Bid."

2. BIDDING DOCUMENTS:

a) A complete set of bidding documents may be purchased by the interested agency(s) from -
O/o Dy. Manager (Pers.)-I/C, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & Name of Contact Person along with cost. Bidding Document will be available for sale on all working days from 10.00 AM to 1.00 PM during 11.09..2023 to 04.10.2023 against Cash payment or against Demand Draft in favour of "**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**" payable at Barbil.

b) The cost of Bidding Document: By hand Rs.1, 260/- Inclusive GST/ By Post Rs.1, 418/- Inclusive GST

c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. 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 available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website (www.birdgroup.co.in) & CPP Portal, he/she shall submit the fee towards cost of the Bidding Documents as mentioned above, along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of "**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**" and payable at Barbil, which shall be submitted along with Bid (Part -1).

2. PRE BID CONSULTATION:

The bidders are free to join pre bid consultation to be held on 18.09.2023 at 11:00 AM in the office of the Dy. Manager (Pers.)-I/c, The O.M.D.C. Limited, P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha) 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 published on the company's website within 7 days before the opening of the bid.

3. SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	OMD/Mines/Pers./40/2023-24 Date 11.09.2023
2.	Name of the Work	Engagement of 04 nos. of commercial light vehicles on hire basis at OMDC Mines, near Barbil, Keonjhar, Odisha.
3.	Cost of Bid Document	Rs.1,260/- (Rupees one thousand two hundred sixty only) by hand Rs.1,418/- (Rupees one thousand four hundred eighteen only) by post
4.	Earnest Money Deposit	Rs.1,22,000/- (Rupees one lakh twenty two thousand only)
5.	Availability of Tender Documents	Office of the DY. Manager (Pers.)-I/C, OMDC, Thakurani & from www.birdgroup.co.in & CPP portals.
6.	Date of Issue of Bid Documents	From : 12.09.2023
7.	Last date of Submission of Bid Documents	Up to: 04.10.2023 Time: - 4.00 pm.
8	Date of Opening of Technical Bid	On: 04.10.2023 Time: -4.30 pm.
9.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
10.	Period of Contract	2 years from issuance of LOI/Work Order/Agreement, this may be extended for further 1 year.
12.	Validity Period of Bid	180 (One hundred eighty) calendar days w.e.f. date of opening of the technical bids.

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PART – II

Tender Notice No.: OMD/Mines/Pers./40/2023-24

Dated: 11 /09/2023

1. Scope of Work: The commercial light vehicles shall be deployed at the 3 (three) mines of OMDC i.e. Thakurani, Roida & Belkundi and will be at the disposal of Company's designated officials. The detail scope is as follows:

- a) Deployment of 04 nos. of commercial Light Vehicle on monthly hire basis
- b) The vehicle will be utilised for different works related for Company's designated officials. However the vehicle may also be utilized to go any other place inside and outside state if required for official purpose.
- c) The agency should carryout maintenance/ preventive maintenance at their own cost. Further, during such maintenance, agency needs to provide alternative arrangement of similar nature vehicle without any additional cost.
- d) Fuel & Lubricants of the vehicles shall be provided by the agency and at the cost of the agency.
- e) The statutory obligation (as per the Labour Law) of the staffs engaged for the operation of the vehicles shall be the agencies liability.
- f) Consumable like tyres, tubes, driver's salary etc. shall be the agency's liability.
- g) Taxes, Insurance, Permit Fees, Fitness & Pollution certificate etc. shall also be the agency's liability.
- h) The drivers to be engaged in the vehicles shall be provided by the agency at their own cost and drivers should competent and possess required valid Driving License.
- i) The vehicles will be stationed at office premises during duty hours.

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

Sl. No.	Specification of vehicle	Number of Vehicles	Duty Hours Per Day
I	1.Body Type :- SUV 2. Air Bag-Driver & Passenger 3. Engine- 1450CC-1500CC 4. Fuel Type- Diesel 5. Emission standard- BS 6	01	12 hours
II	6. Seating capacity- 7 7. Doors- 5 8. Fuel tank capacity-(50-60 litres) 9. Transmission- Manual- 5 Gears 10. Other norms- AC 11. Mileage- 12 Kmpl Minimum 12.ABS + EBD 13.Reverse parking Assist 14.Steering type-Power 15.Maximum Power-73-5KW	03	24 hours

Note:

- **The above numbers of vehicles are indicative, which may be increased or decreased as per requirement and accordingly, pro-rata payment will be considered.**
- **For engagement of the vehicles beyond the specified duty hours, proportionate payment shall be considered.**
- **Further, the agency will be paid for the number of days served during a month. Any shortfall in service will be reduced proportionately.**

2. Contract Period: The contract shall be for a period of 2 (Two) years. However, OMDC reserves the right to extend the contract for another period of 1 (one) year, subject to satisfactory performance of the agency during the contract period.

3. Date of Commencement: Within 10 days from issuance of LOI/Work Order/Agreement.

4. EARNEST MONEY DEPOSIT :

- 4.1 The bidder is required to deposit an amount of Rs.1, 22,000 /- (Rupees One lakh Twenty two Thousand only) as Earnest Money Deposit (EMD) in any of the forms mentioned here below.
- 4.2 Pay Order, Demand Drafts drawn in favour of 'The O.M.D.C. Limited', payable at Barbil or Bank Guarantee (BG) from any of the Nationalised Banks or Schedule Banks in India. The BG shall be valid up to 12 months from the date of the opening of the Part-I i.e. Technical bid.
- 4.3 (i) The Earnest Money will be refunded to the unsuccessful Bidders within one month after opening of the Price bid / Finalisation of the tender, whichever is later. (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 commence the work within 10 days of issue of LOI/work order. Otherwise, such EMD of successful bidder will be refunded after 30 days of satisfactory completion of the contract.
- 4.4 No interest on the Earnest Money Deposit shall be paid.
- 4.5 The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit provided they submit a letter requesting for exemption from submission of EMD along with the Techno-Commercial bid.
- 4.6 The Micro, Small & Medium Enterprises (MSME) who are registered with Department of industries Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" in lieu of security deposit. The Small Scale Industries who are registered for the particular trade/item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their provisional/ temporary registration and not registered for the particular trade/Item for which tender is being invited would not be eligible for exemption. Start up MSEs also exempted from submission of Earnest Money Deposit.

5. SECURITY DEPOSIT (SD):

The Earnest Money deposited by the successful Bidder will be converted to Security Deposit and in addition to this, recovery of Security deposit @ 3% of the monthly running bill of the successful bidder.

The security deposit shall be refunded to the agency within 30 days from the date of completion/termination 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:-

- I. Proof of ownership of minimum 01 nos. of vehicle is in the name of tenderer.
- II. The vehicles be supplied should be in good running condition and registration should on or after **01.01.2023**.
- III. Valid fitness certificate, valid commercial registration/Smart Cards, valid insurance certificate, pollution clearance certificate, up-dated tax token in respect of the vehicles offered for hire to be submitted.
- IV. Experience of minimum 2 (Two) year of providing commercial light vehicles on hire basis to any company/ Govt. organization during last five years ending 01.09.2023.
- V. The tenderer shall give a written undertaking that the vehicles shall made available all days in road worthy condition failing which any expenditure incurred by OMDC due to break-down of the vehicles or any other reason shall be recovered from the party by deducting from his bill.
- IV. Average financial annual turnover of at least Rs. 18, 00, 000 /- (Rupees Eighteen Lakhs only) during the last 3 (three) years i.e. 2019-20, 2020-21 and 2021-22. Copy of Balance Sheet, Profit & loss A/c or Income tax Return may be submitted.
- V. Cost of Tender Document of Rs.1, 260/- (by hand) & Rs.1, 418/- (by post).
- VI.** Earnest Money Deposit (EMD) of Rs. 1,22 ,000/-
- VII.** 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.
- VIII. Copy of PAN card
- IX. Copy of GST Certificate.
- X. Declaration in the bidder letter head to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure- I.
- XI. Undertaking in the given format Annexure-II must be submitted the bidder is not an employee of OMDC and he is not a close/distance relative of the employees of OMDC.
- XII. Undertaking in the Bidder'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.
- XIII. **Agreement on non-judicial** stamp paper for remaining vehicles made with other owners in order to provide vehicles to the bidder for the use of OMDC along with the ownership documents of the other owners. The copy of valid Registration certificate / Smart Card and valid Insurance certificate of the (03 nos.) vehicle to be engaged.
- XIV. Undertaking to the effect that the bidder will arrange to submit commercial registration of all 4 vehicles within 90 days of the award of the work, in case the vehicles are having personal registrations
- XV. The tender document shall have to be signed by the tenderer in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.
- XVI. Starts up MSEs are exempted from submission of EMD, Annual Turnover & experience.

Note(A): - In case of failure to submit ownership of minimum one vehicle of not older than 01.01.2023, an undertaking in the given format Annexure-IV must be submitted that if the bidder is selected, he must engage at least one vehicle in his their ownership / name of not older then 01.01.2023, otherwise his/ their bid selection shall be summarily rejected.

Note (B): 1.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.

2. If any bidder is having a partner/Director who had been a Partner/Director in a person/firm/company, whose contract was earlier terminated or cancelled by OMDC on account of unsatisfactory performance / breach of contract, such bidder shall not be eligible to participate in the tender.

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 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.

The bidders are required to quote the rates on monthly basis for each vehicle as per the **“Price Bid”** format. The quoted rate shall be inclusive of Drivers’ salary, Repair & Maintenance, Taxes, TDS and HSD & Lubricant etc. However GST shall be paid extra as per applicability.

The L-1 offer will be evaluated on the basis of the lowest quoted Total Value per month in the price bid.

8. AWARD OF CONTRACT:

- i) Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the 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) 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. Maintenance of Records/Log-Books:

- i. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating no. of vehicles to be deployed along with time schedule of deployment. The work schedule is to be drawn in consultation with the OMDC nominated officer and approved by the Business Head, OMDC.
- ii. **Maintenance of Records/Log-Books:** The successful bidder will maintain the records of the works performed by each vehicle through a log-book which shall be made available with the drivers of each vehicle. These log-books are to be monitored and signed by the concerned/nominated officer.

10. SUBMISSION OF BILLS:

The successful bidder/ agency will submit monthly bills along with the log-book in the office of Dy. Manager (P&W). The log-book shall contain the initials of the concerned user and/or officer.

11. PAYMENT TERMS:

The payment will be made against monthly running bill after deducting @3% towards Security Deposit. Payment shall be made through RTGS on the basis of rates quoted on per month basis. The agency needs to submit the details of Bank A/c, Branch, IFSC code, P.F. challan, Payment Sheet, and GST payment etc for enabling OMDC to release the payment through RTGS.

Further, the agency has to submit the monthly bill in triplicate duly certified by the concerned department / Controlling officer along with the log-book. The log-book shall also contain the initials of the concerned user and/or officer.

Then the bills will be verified by Concerned Officer and after necessary verification & certification, he shall forward the same to Finance Department through In-charge of Personnel department for consideration of payment which will be released after obtaining approval from the Business Head.

N.B.

- Pro-rata payment will be considered on the basis of increase or decrease in number of vehicles as per requirement.
- For engagement of the vehicles beyond the specified duty hours, proportionate payment shall be considered.
- Further, the agency will be paid for the number of days served during a month. Any shortfall in service will be reduced proportionately.

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 monthly 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-

- (a) Cancellation of LOI/Work Order.
- (b) Forfeiture of Earnest Money / Security Deposit.
- (c) Recovery of extra cost incurred by the company for getting the work done through other sources or Penalty @1600/- per day per vehicle whichever is higher.
- (d) Blacklisting of the Contractor for failure of 2 days consecutively per month over a continuous period of 03(three) months.

15. Service to be provided:-

i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running in state of odisha. However if for official purpose, vehicles has to go to adjoining state the arrangements will be made by the contractor. In such case, tax levied by the other state for such journey will be reimbursed on production of receipt.

ii. **Normal duty Hrs:** - Twelve and twenty four hours per day on all the days. However actual duty hours shall be specified by actual users of vehicles.

iii. **Reporting place:-**Any place within the territorial jurisdiction of Thakurani, Odisha.The user of the vehicle shall specify actual place of reporting.

iii.**Accuracy of the meters:** - The meter reading should tally the actual distance of run at any instance and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.

v. Special requirement:-

- a)** Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be providing with mobile telephone so that he may be contacted at any point of time.
- b)** Payment of any government tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- c)** Parking and Fastag charges, if any, may be claimed by producing the parking / Fastag slips.
- d)** Any changes in the vehicle /driver should be informed at least one day before the day of such changes.

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CHAPTER – III

GENERAL CONDITIONS

Tender Notice No.: OMD/Mines/Pers./40/2023-24

Dated: 11 /09/2023

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) **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) **EMD:** EMD means Earnest Money Deposit.
- m) **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 and date.

The instruments of Earnest Money Deposit & Cost of Tender document are to be put in a single 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 single 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.

Tenderer who has not submitted the cost of tender document, EMD, 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 Business Head , The OMDC Ltd., At/P.O. - Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035. 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 4.00 PM on 04.10.2023 and will be opened on the same day at 04.30 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.

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 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/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. PRICE ESCALATION/ DE-ESCALATION:

Diesel Escalation/de-escalation will be given on account of changes in price of diesel (HSD), the price is variable to the extent of actual distance travelled during the month as per the formula mentioned below:

I=P/12 minimum

I= Increase /Decrease in hire charges per Km

P= Price of Diesel (HSD) on the first day of the month to which the bills pertains -
(Minus) price as on the base date.

Labour (Driver)

Escalation /De-escalation Amount= (Labour rate Revised for respective category- Labour Rate as on base date for respective category x Total no. of man days x 1.3415 (including fringe benefit)

However in any decrease in applicable rate of minimum wages take place the benefit shall have to pass onto OMDC

N.B:

Base date is the date of award of contract i.e. either from the date of issuance of LOI or Work Order whichever is later.

Cost of diesel (HSD) at any PSU oil company retail / outlet in Barbil as on the date of award shall be the base price.

8. 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 advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract/ Agreement.
- (c) Either party shall be relieved of the responsibility of performance of the Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.
- (d) In the event that the duration of the postponement of the Contract/ Agreement mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

9. 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.

10. ARBITRATION:

10.1 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.

10.2 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 Govt. of India and any other modification that may be by the Govt. of India from time to time.

11. 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.

12. GENERAL CONDITIONS

- a. Movement of the vehicle shall be in nearby Barbil and outstation areas as and when required as per the direction of the authority of the Company. In case of out station duty other than Odisha state, the owners should make arrangement of Temporary Permit, Fitment etc. as required under law.
- b. The vehicles to be engaged by the Agency should be in good running condition and the model not older than 01.01.2023. No vehicle shall be supplied having registration in the name of employee of OMDC or their close relative.
- c. Agency will provide P.O.L. and lubricant as per requirement of engaged vehicles.
- d. Other consumables like tyres, tubes, battery, drivers' salary, etc. shall be the agency's liability.
- e. The contractor should send the vehicle for periodical servicing at the cost of the contractor. The repairs, Maintenance, Taxes, Insurance, Permit Fees, Fitness & Pollution certificate, etc. shall also be the agency's liability.
- f. The bidder may visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
- g. The Earnest Money Deposit (EMD) of the successful bidder shall be forfeited if the bidder fails to take up the job within 10 days from date of issue of LOI (Letter of Intent)/ Work Order.
- h. The rates in the Tender shall cover all statutory duties / taxes / levies, as applicable on date of opening of the Tender, excluding GST.

- i. Any request from the bidder in respect of additions, alternations, modifications, corrections etc. in either terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. If the bidder withdraws his Tender after opening of the Tender, but before the expiry of the validity period of the Tender, the Earnest Money shall be forfeited.
- j. The agency shall provide drivers to the satisfaction of the company for 365 days in a year, who should possess required valid Commercial driving licences.
- k. The vehicle to be engaged for the work must be duly registered and fully insured against third party risk and must have fitness certificate, pollution certificate, road permit, tax token etc. issued by Road Transport Authorities of Odisha as required.
- l. 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.
- m. In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day. The contractor / bidder will be fully liability under section of Motor vehicles Act-1968 and IPC causing death or permanent disability developed by the vehicle supplied by the contractor. The hiring authority shall have no responsibility and will not entertain the claim in this regard in any circumstance. The contractor / bidder shall indemnify the purchaser from such incidences.
- n. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
- o. The engagement and employment of drivers and payment of wages and all statutory dues (i.e.EPF, Bonus, Leave Wages, Paid Holiday & Retrenchment Compensation etc.) to them as per existing provision of various labour laws and regulations is the sole responsibility of the contractor and shall indemnify the Contractor. Any breach of such laws on regulation shall be deemed to be breach of this contract.
- p. The contractor shall supply the vehicles properly cleaned. Also, driver should be properly dressed & well behaved.
- q. Driver and vehicle should not be changed frequently. If in most unavoidable circumstance the change of driver / vehicles is required, prior intimation should be given to the used concerned.
- r. Duty hours will be calculated on the basis of different between reporting time and releasing time on each day as noted on the log book.
- s. Acceptance of Tender will be intimated to the successful bidder by a Letter of Intent (LOI) to be followed by the Agreement.
- t. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected & The Management reserve the right to verify the original documents or ask to submit the shortfall documents from the participated bidders at any time at the time of processing the tender.
- u. The bidder will have to seal and sign all the pages of Tender documents as token of its acceptance.
- v. The agency must have to provide additional light vehicle(s) (12/24) as and when required by the Company with same terms, conditions & rate on daily basis proportionate to quoted amount per month per vehicle.

13. Statutory and other Obligation on the part of the Contract :

- a. Relating the period of the Contract, if any Govt. or other dues under whatsoever Act/Attachment/Notice related to the Agency is received by the Company, the same shall be realised from the Agency's bill.
- b. Taxes, duties, levies etc. including local taxes if imposed by the Local Government bodies on or before the date of the tender shall be borne by and paid by the Agency and these should be included in his

- rates. Any statutory taxes / duties / levies which are levied after the date of the Tender; shall be reimbursed to the successful bidder on production of such documentary evidence as per applicability.
- c. Regarding GST, the bidders need to exclude the same while submitting their offers. GST thereon if applicable shall be paid on the actual as per applicability.
 - d. Work order may be placed by OMDC on one party or more one than party on basis of L-1 quotation. The bidders may be required to explain / justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalised from the present Tender.
 - e. The work shall have to be executed as per the programme and instructions of Business Head/Concerned officer-in-charge.
 - f. The successful bidder shall at his own cost provide housing accommodation to his employees/drivers. If any accommodation is made available to the agency by OMDC, then necessary rent as per existing policy will be recovered from the monthly bills. However, it will not be obligatory on the part of the company to provide accommodation to the agency's staffs/workers/drivers.
 - g. The Small Scale Industries (SSI) registered with Industries Department, Government of Odisha, the National Small Industries Corporation Ltd. (NSIC) or Udyog Adhar Memorandum (UAM) registered firm is exempted from submission of Tender Cost, Earnest Money Deposit and initial Security Deposit and shall submit a self-attested copy of the Permanent Registration Certificate of their Small Scale Industries council along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond"(Annexure-V) in lieu of initial Security Deposit. The Small Scale Industries registered under MSME who are registered for the particular trade/Item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and initial Security Deposit. Such industries with their Provisional/ Temporary Registration and not registered for the particular Trade/Item for which tender is being invited would not be eligible for exemption. Earnest Money shall be refunded to the unsuccessful bidders immediate after final evaluation of the tender. EMD of successful bidder will be converted to security deposit and refunded after satisfactory completion of the period of contract.
 - h. OMDC reserves the right to accept or reject any or all tenders or distribute the work amongst different bidders without assigning any reason thereof.
 - i. OMDC reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice on the agency without any claim of loss by the agency.

14. INTEGRITY PACT:

IEM (Independent External Monitor) & Nodal Officer for Integrity Pact)

i. Tenderer are required to unconditionally accept the "Integrity Pact" enclosed to the tender documents and shall upload the same duly signed along with their offer of the Tenderers received without integrity Pact duly signed, not be signed

ii. The independent External Monitors (IEM) is Sri B Prasad Rao, Flat No. X-88, Meghdutum Apartment, TGB Meghdutum, Sector-80, Noida- 201301 (UP). Mobile No. 98107 00315, Email id- bprao1954@gmail.co

The Nodal Officer is Shri Bidu Bhusan Gamango, General Manager (Marketing) Plot No. 271, Ground Floor, Bidyut Marg, Unit-IV-, Shastri Nagar, Bhubaneswar- 751 001. Mobile No. 94910 32209, Email id-gamango@vizagsteel.com

The successful bidder has to sign and submit the "integrity Pact" as provided in Annexure-VI here along with the Techno-commercial bid. Non-signing of the integrity pact will lead to the cancellation of the contract at the cost of the contractor and the Company will forfeit the EMD.

Bidders are required to fill the Integrity Pact format and submit along with the bid documents.

Default: The performance of agency will be considered unsatisfactory if: -

- a) The agency does not attend the work as per contract.
- b) The agency does not carry out the instruction of the concerned officer.
- c) The agency is found consistently irregular in reporting to concern authorities.
- d) The agency incurs loss to the company in any of the activities.
- e) The agency does not maintained discipline at the work.

16. Modification of Contract: The Company reserves the right to make any modification/alternation in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s).

SD/-BUSINESS HEAD

DECLARATION BY THE BIDDER

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via: Barbil – 758 035
Dist. Keonjhar (Orissa)

Tender Notice No.: OMD/Mines/Pers./40/ 2023-24

Dated: 11/09/2023

Sub: TENDER FOR ENGAGEMENT OF 04 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS AT OMDC MINES.

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

I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid

UNDERTAKING

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via: Barbil – 758 035
Dist. Keonjhar (Orissa)

Tender Notice No.: OMD/Mines/Pers./40/ 2023-24

Dated: 11 /09/2023

**Sub: TENDER FOR ENGAGEMENT OF 04 NOS. OF COMMERCIAL LIGHT VEHICLES ON HIRE BASIS
AT OMDC MINES.**

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I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/We also under take that I/We have not been an employee of OMDC and I/We have not close/distance relative of the employees of OMDC.

I/we enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

UNDERTAKING

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via: Barbil – 758 035
Dist. Keonjhar (Orissa)

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I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

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

I/We enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

UNDERTAKING

To
The Business Head,
The Orissa Minerals Dev. Co. Ltd.
At/P.O. Thakurani
Via: Barbil – 758 035
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I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/We also undertake that in case of my/our selection, I/We must engage & submit ownership of at least one vehicle of the model as mentioned in the tender document in my/our name of not older than 01.01.2023 and also engage other 03 vehicles of not older than of model as mentioned in the tender document i.e. 01.01.2023.

I/We enclose herewith the required documents.

Yours faithfully,

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

Encl: List of documents

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid.

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(TO BE USED BY ALL NATIONALIZED BANKS/SCHEDULED COMMERCIAL BANKS)

(To be submitted of Rs.100/- Non judicial paper and the non-judicial stamp paper should be in the name of the issuing bank)

Ref. Bank Guarantee No.

Date: / /2023

To,

**The Business Head,
The Orissa Minerals Development Company Limited,
P.O. Thakurani, via-Barbil, Dist-Keonjhar (Odisha)**

Dear Sir,

In accordance with your invitation to tender under No._____ M/s._____ having its registered / Head Office at_____ (hereinafter called the tender) wish to participate in the said tender for_____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of_____ valid up to_____ on behalf of the tenderer in lieu of tender deposit to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the_____ bank at_____ having our Head Office at_____ (local address) guarantee and undertake to pay immediately on demand by OMDC Ltd, the amount of_____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to_____ if any further extension of the guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s_____ whose behalf this guarantee is issued.

We, _____ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch Barbil/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this _____ 20 _____.

WITNESS:
SIGNATURE:
OFFICIAL ADDRESS
DATE:

SIGNATURE:
NAME:
DESIGNATION WITH BANK

INTEGRITY PACT

THE ORISSA MINERALS DEVELOPMENT CO.LTD (OMDC) hereinafter referred to as “The Principal”,
and -----, hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for Engagement of 04 no. commercial light vehicle on hire basis at OMDC Mines near Barbil, District - Keonjhar (Odisha).

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

- (1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a)** No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - (b)** The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c)** The Principal will exclude from the process all known prejudiced persons.
- (2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of OMDC and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s):

- (1)** The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
 - (a)** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal’s tender process or contract execution.
 - (b)** The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal’s tender process or execution of the contract.
 - (c)** The Bidder(s)/Contractor(s) will not commit any offence under the IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of a foreign supplier/contract Agency, if any. Further details, as mentioned in the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"*, shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.
- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under *Section 2* above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with *Section 3* above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at *Section 3* above
- (2) If the Principal has terminated the Contract in accordance with *Section 3 above*, or if the Principal is entitled to terminate the Contract in accordance with *Section 3* above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at *Section 3* above.

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last five (05) years with any Company or Organisation or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub-Contractors:

- (1) The Bidder(s)/Contractor(s) undertake to demand from all his sub-Contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s)/ sub-Contractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub Contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of OMDC.

Section 8 –Independent External Monitor(s) (IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by MD/OMDC. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the MD, OMDC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub Contractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub Contractor(s) with confidentiality.
- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the MD, OMDC within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

- (8) IEM may also submit a report directly to the CVO of OMDC and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by OMDC as per terms of appointment of IEMs.
- (10) The word '**Monitor**' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by MD of OMDC.

Section 10 – Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Bhubaneswar, Odisha, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1: Name & Address)

Witness 2: (Name & Address)

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 8895984271, 8895984172
Regd. Office: Plot No.271, Ground Floor, Bidyut Marg, Shastri Nagar, Unit-IV,
Bhubaneswar, Odisha- 751001

PART- II

PRICE BID

Tender Notice No.: OMD/Mines/Pers./40/2023-24

Dated: 11/09/2023

Sl.No.	Specification of Vehicle	Duty hours	Rate per month per Vehicle (Excluding GST). -(A)-	No. of required vehicle -(B)-	Rate per vehicle per month (C) C= A*B (Excluding GST)
I	1.Body Type :- SUV 2. Air Bag- Driver & Passenger 3. Engine- 1450CC-1500CC 4. Fuel Type- Diesel 5. Emission standard- BS 6	12 hours		01	
II	6. Seating capacity- 7 7. Doors- 5 8. Fuel tank capacity-(50-60 litres) 9. Transmission- Manual- 5 Gears 10. Other norms- AC 11. Mileage- 12 Kmpl Minimum 12.ABS + EBD 13.Reverse Parking Assist 14.Steering Type-Power 15. Maximum Power- 73.5KW.	24 hours		03	
Total					
Total rate in figure (Excluding GST)					
Total rate in words (Excluding GST)					

N.B:

- 1) The L-1 offer will be evaluated on the basis of the above quoted Total Value per month.
- 2) The rates quoted shall be inclusive of drivers & other statutory applicable as per central govt. norms benefits salary, repair & maintenance, Road tax and other taxes & duties, insurance, HSD & Lubricant etc.
- 3) Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
- 4) GST, if any, shall be paid extra at applicable rate after submission of proof towards payment of GST.

SIGNATURE OF THE BIDDER
WITH SEAL & DATE