

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

**TENDER NOTICE**

Sealed Tenders in prescribed formats are invited from reputed & experienced agencies for the job description mentioned as below at OMDC-Mines, THAKURANI, and BARBIL/ROIDA – DIST-KEONJHAR (ODISHA)

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
<b>OMD/03/12-13 Dt.17.07.2012</b>	“Supply, Install and Annual Maintenance [for 5(Five) Years] of 14 Nos. of Pit-less Electronic Weigh Bridges of 100MT capacity with printing facility and having data backup facility for minimum 3 years at the nominated locations in OMDC Mines-Kolha-Raida,Dalki,Thakurani,Bhadrasahi,Belkundi & Bagiaburu situated at Barbil,Dist.-Keonjhar,Odisha.	<b>17.08.2012</b>

Tender documents can be obtained from the office of The AGM (Finance), The O.M.D. Co. Ltd. Thakurani, via-Barbil, Dist. Keonjhar, (Odisha) on payment of Rs.1,040/- (Rupees one thousand forty only inclusive of OVAT @ 4%) in cash or in form of Demand Draft drawn on any Nationalized Bank payable at Barbil.

Alternatively, the Tender documents can also be downloaded from company website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) and in such 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.

**BUSINESS HEAD**

## CHAPTER - I

### THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

[A GOVT. OF INDIA ENTERPRISE]

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

REGD. OFFICE: AG-104, Sourav Abasan, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091

**Tender Notice No:OMD/03/12-13**

**Dated:17.07.2012**

- 1) Sealed Tenders in prescribed format are invited from eligible agencies having experience in installation of Pit less Electronic Road Weigh Bridge in six OMDC Mines located in Thakurani/Roida, district- Keonjhar, Odisha.

#### **2) BRIEF DESCRIPTION OF SCOPE OF WORK:**

OMDC is operating six (6) Iron Ore & Manganese Ore Mines at Thakurani/Roida, Via. Barbil Dist. Keonjhar, Orissa. It intends to install 100MT Pit-less Electronic Road Weigh Bridge at each mines for that sealed application are invited from the reputed agencies for supply, installation and annual maintenance of 14 nos. of Pit-less Electronic Road Weigh Bridge with printing facility and having data backup facility for 3 years at the nominated locations in OMDC Mines – Kolha-Roida, Dalki, Thakurani, Bhadrasahi, Belkundi & Bagiaburu situated at Barbil, Dist: Keonjhar, Odisha. The details of Scope of Work are given in Chapter – II.

The initial requirement may be of 14 Nos., which may increase up-to 30 Nos. of the ordered quantity as per increase in volume of production in other OMDC mines. The successful bidder may be asked to install additional weigh bridges on same price and Terms and condition at group concern Company of M/s BSLC Mines, Birmitrapur, so price quoted will remain valid for three years.

#### **3. AVAILABILITY OF TENDER DOCUMENT:**

The non-transferable tender documents can be obtained from the following address on payment of Rs. 1,040/- [Rupees One thousand forty] only (non refundable) in cash up to on any working day on or before **12.00 noon dated 16.08.2012** & also on the website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) & NIC portal. The downloaded tender documents should be submitted along with a demand draft of Rs. 1,040/- (Rupees one thousand forty) only (non refundable) in favour of Orissa Minerals Development Company Limited payable at Barbil towards cost of the same.

[a] The A.GM [Finance], The Orissa Minerals Dev. Co. Ltd. At/P.O–Thakurani, Via - Barbil, Dist-Keonjhar (Odisha).

[b] Dy. Manager (Commercial), The Orissa Minerals Dev. Co. Ltd  
at AG-104, Sourav Abasan, Sector-II, Salt Lake City,  
Kolkata -700091.

#### **4. PRE BID CONSULTATION:**

The tenderer are free to join pre bid consultation to be held on **31.07.2012** at **3.30** PM in the Regd. office of the Company at AG-104,Sourav Abasan,2<sup>nd</sup> Floor, Sector-II, Salt Lake City,Kolkata-700091 for clarifying doubt/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published in the company's website.

#### **5. SUBMISSION OF TENDER DOCUMENT:**

Tenders in the prescribed format complete in all respect accompanied with earnest money of Rs.4, 50,000/ (Rupees Four Lac Fifty Thousand ) Only in the form of Bank draft/Pay order drawn on any Scheduled Bank in favour of The Orissa Minerals Development Company Limited, payable at Barbil or a Bank Guarantee for an equivalent amount from any Nationalized bank/ Scheduled Commercial Banks in the prescribed format ( Format enclosed) favoring The Orissa Minerals Development Company Limited. BG should be valid for a period of 9 months from the date of the opening of the Part-I Techno Commercial Bid and Part-II Price Bid offers ,should reach in the office of the **Business Head , The Orissa Minerals Development Company Limited, Thakurani, Barbil, Dist – Keonjhar (Odisha) on or before 3.00 P.M dated.17.08.2012.**

**6.** The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope super scribing the Tender No. and date.

**7.**The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at **3.30** P.M on**17.08.2012** in the Office of the Business Head, The O.M.D.Co. Ltd. At/P.O- Thakurani near Barbil, Dist- Keonjhar (Odisha).

**8.** Part –II i.e. Price Bid of the Contractors, whose Techno Commercial bid are found acceptable , shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers.

## 9. SALIENT FEATURE OF THE BID

<b>A/</b>	BID ENQUIRY NO.	<b>OMD/03/12-13 Dt.17.07.2012</b>
<b>B/</b>	ITEM DESCRIPTION	“Supply, Install and Annual Maintenance [for 5(Five) Years] of 14 Nos. of Pit-less Electronic Weigh Bridges of 100MT capacity with printing facility and having data backup facility for minimum 3 years at the nominated locations in OMDC Mines-Kolha- Raida,Dalki,Thakurani, Bhadrasahi,Belkundi & Bagiaburu situated at Barbil,Dist.-Keonjhar,Odisha.
<b>C/</b>	COST OF BID  DOCUMENT (NON REFUNDABLE,NON TRANSFERABLE AND NOT EXEMPTED)	<b>INR 1,040/- (Indian Rupees One Thousand Fourty only)</b> in the form and manner as described in Bidding Documents.
<b>D/</b>	SALE /DOWNLOADING OF BIDDING DOCUMENTS	<b>17.07.2012</b>
<b>E/</b>	PLACE & TIME OF PRE BID CONSULTATION.	<b>31.07.2012 at 3.30 PM at the Regd. office of the Company at AG-104,Sourav Abasan,2<sup>nd</sup> Floor, Sector-II, Salt Lake City,Kolkata-700091</b>
<b>F/</b>	DUE DATE & TIME OF SUBMISSION OF BID	<b>17.08.2012 @3.00PM</b>
<b>G/</b>	PLACE OF SUBMISSION OF BID	<b>BUSINESS HEAD, THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, THAKURANI, BARBIL-758035,DIST-KEONJHAR (ODISHA)</b>
<b>H/</b>	OPENING OF TENDER	<b>17.08.2012 @3.30PM</b>
<b>I/</b>	BID SECURITY (EARNEST MONEY DEPOSIT)	<b>INR.4,50,000/-</b> The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 9 month from the date of opening of the Part-I, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to “The Orissa Minerals Development Company Limited” at Barbil. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
<b>J/</b>	VALIDITY OF BID	<b>180days from the dateline for submission of bid.</b>

10. The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission/tender opening shall be given for this reason.
11. The validity of the offer shall be for 180 days from the date of opening of the Techno-commercial bid.
12. The company reserves the right to accept the tender in part or in full without assigning any reason whatsoever. The company reserves the right not to accept the lowest offer.
13. The company reserves the right to divide the work among more than one party. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.
14. Interested parties are advised to visit the site and familiarize themselves with the site conditions and concerned areas before submission of tender. The tenderer shall collect any other information which may be required before submitting the tender. Claims and objections due to ignorance of the site conditions will not be considered after Submission of the tender.
15. Bidders are required to give an undertaking that they will abide by all the terms & condition of the tender document as per format given in annexure - I.
16. The expected date of commencement of work will be within 15 days from the date of issue of L.O.I.

**Sd/  
Business Head  
THE ORISSA MINERALS DEVELOPMENT CO. LTD**

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**

[A GOVT. OF INDIA ENTERPRISE]

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

REGD. OFFICE: AG-104, Sourav Abasan, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091

**Tender Notice No: OMD/03/12-13**

**Dated: 17.07.2012**

**Chapter-II**

**1) SCOPE OF WORK :**

**A. Scope of AGENCY**

1.1 The agency will supply and install 100 MT pit less electronic Road weighbridge with necessary civil structure at the specified location of the mines indicated in subsequent paras of this document, which may be changed as per the need and to be communicated in writing by the Business Head, OMDC.

1.2 The provision of DG set to provide the power supply to the weighbridge and other operating equipments.

1.3 Agency has to obtain all necessary clearance verification, certification and stamping by weight & measures department of Government of Odisha. Other approval and No Objection Certificate of any authority if required will be obtained prior to such installation and commission of weighbridge by the OMDC.

1.4 Agency will provide necessary software for online weighment for taking direct print out with storage of memory for 3 years. It also provides AMC for 5 years **after expiry of the warranty period**. The technical submission of 100 MT pit less electronic Road weighbridge are given below:

- The agency will ensure availability of service engineer at OMDC, Thakurani & Roida, who will attend the call within 24 hours from the time of receiving the information with all spare parts as per terms & conditions and repair them.
- The costs of genuine spares with ISO/BIS certification will be supplied by the agency during the AMC period.
- Preventive maintenance will be done on fortnight & monthly basis as per the terms of the AMC.
- Fresh maintenance service with the spare parts will be provided for a period of three (3) years with warranty to replace any defective part.

**B.SCOPE OF WORK FOR OMDC:**

Required land, electricity wherever available will be provided by the company for installation of Road weighbridge. Control room will be also provided by the company.

## **2. LOCATION & DETAILS OF WEIGHBRIDGE:**

The agency will install 14 Nos. 100 MT pit less electronic Road weighbridge in OMDC mines - Kolha Roida, Bagiaburu, Thakurani, Bhadrasahi, Belkundi and Dalki Mines at Thakurani, Via. Barbil Dist. Keonjhar, Odisha. The exact location will be appraised to the agency in writing by the Business Head, OMDC.

<b>LOCATION</b>	<b>WEIGHTING CAPACITY</b>	<b>NOS.</b>
<b>I. BHADRASAH I MINES:</b>		
A. Custodian Plot:		
North Iron Section ( Incoming )	100 MT	1 no.
North Iron Section ( Outgoing )	100 MT	1 no.
South Iron Section ( Incoming )	100 MT	1 no.
South Iron Section ( Outgoing )	100 MT	1 no.
'R' Block Section ( Incoming )	100 MT	1 no.
'R' Block Section ( Out going )	100 MT	1 no.
B. Mines ( Exit Point )		
North Iron Section	100 MT	1 no.
South Iron Section	100 MT	1 no.
Maidan Pit	100 MT	1 no.
<b>II. BELKUNDI-BAGIABURU MINES</b>		
No.2 Railway Siding ( Incoming )	100 MT	1 no.
No.2 Railway Siding ( Outgoing )	100 MT	1 no.
South I & II Quarry	100 MT	1 no.
Bagiaburu Mines ( Incoming )	100 Mt	1 no.
Bagiaburu Mines ( Outgoing )	100 Mt	1 no.
<b>Total</b>		<b>14 nos.</b>

Note: The above locations are indicative only. The Actual location may vary as per requirement.

### **3. Technical specification for 100 MT electronics pit less weigh bridge**

#### **A) Weighbridge Platform specification:**

- I. **Type:** Electronic Pit Less type.
- II. **Capacity:** 100MT.
- III. **Platform size:** Minimum 18M X 3M.
- IV. **Power Supply:** 230V, 50HZ, Single Phase.
- V. **Graduation in kg:** Plus or Minus 10 kg.
- VI. **Material of construction:** Mild Steel IS2062.
- VII. **Main beam:** Minimum 500mm thick.
- VIII. **Cross Beam:** Minimum 250mm thick.
- IX. **Transverse Beam:** Minimum 200mm thick.
- X. **Deck Plate:** Minimum 12mm thick with anti skid grip.
- XI. **Platform Construction:** Fully welded. Main beams welded to Cross beams and transverse beams for strength. Deck plates welded to cross beams and transverse beams.
- XII. **Paint:** Epoxy with sandblasting machine paint.

#### **B) Load Cell Specification:**

- I. Type: compression / Double ended shear beam.
- II. No. of Load Cell: 8 nos.
- III. Load Cell output: 2Mv/v.
- IV. Capacity of each Load cell: 30 Tonne or more.
- V. Protection: IP68 or more.
- VI. Operating temperature range: -10 to 60 degree Celsius.
- VII. Safe load: 150% of rated capacity.
- VIII. Ultimate Load: 350% of rated capacity.
- IX. Load Cell cable length (4 Core):15Mtr.

The entire system of Load Cells should be protected from lightening strikes and electrical surges through lightening protection assembly and surge arrestors and spike arrestors.

#### **C) SPECIFICATION OF JUNCTION BOX (1NO.)**

- I. Material of construction: Cast Aluminum.
- II. Protection Class: IP68 or more.
- III. Surge protection: Surge Arrestors provided within Junction box.
- IV. Glands for Cable entry: Double Compression type.



#### **D) SPECIFICATION OF DIGITIZER**

- I. Mounting: Wall/Desk mounting.
  - II. Display: 16 characters by 2 line LCD display.
  - III. Power supply: 230V, single phase, 50Hz.
  - IV. Memory retention: Through battery backup.
  - V. Visual display: to be provided.
  - VI. Real Time Clock: To be provided.
  - VII. Connectivity: 2nos. serial port interface with RS232 & 1 no. parallel port.
  - VIII. Net weight computation: Automatically calculated net weight.
- Over capacity warning, Auto Calibration, Auto gain, Auto zero, to be provided.

#### **E) SPECIFICATION OF MOUNTING KITS**

- I. No. of Mounting kit: 8nos.
- II. Material of construction: MS
- III. Safety feature: Earth strap to be supplied.

#### **F) SOFTWARE**

- I. User friendly, windows based highly secure software.
- II. Generation of various MIS reports such as material wise, date wise, supplier wise, vehicle no. wise, destination wise, operator/shift wise details of weighment of materials.
- III. It should permit any defined number of operators on the system, each with their own login password in order to facilitate monitoring of operators during each shift.
- IV. It should allow printing all reports scan and modify data as per need.
- V. Auto back up facility.

#### **G) Specification of Computer**

- I) Computer: Branded, Compatible for weighbridge.
- II) Printer for digitizer: 80 column dot matrix printer
- III) Printer for PC: Ledger printer.
- IV) Processor: i5 or more.
- V) Hard disk: 1 TB, RAM: 4GB
- VI) DVD writer and Key board & Mouse.

## **H) Electrical Requirement:**

### **I. D.G.Set**

Capacity: 10 KVA Single Phase, O.S.P.F. Silent canopy D.G.Set with AMF Conforming to pollution Control Board norm. ISO/BIS make.

### **II. U.P.S.**

Capacity: 2 KVA/ on line with SMF batteries, auto cutoff, surge protection.

Make: ISO/BIS .

### **III. CVT**

3 KVA, Input: 130-270V, 50 Hz + 5% Output: 220 + 2%, 50 Hz , ISO/BIS make.

### **IV. Air Conditioner:**

Capacity: 2.0 Ton (split) (Five stars BEE certified)

### **V. Electrification with accessories.**

Wire	:	ISI/ISO standard.	
Switch	:	ISI/ISO Standard.	
CFL Bulb point with holder:	-		4 nos.
AC Power point with holder:	-		2 nos.
4 KVA Stabilizer for AC Input (100-300) V:	-		1 no
5A, 5 Pin Plug socket with switch:	-		8 nos.
100A SPN switch:	-		1 no
100A SPN change over switch:	-		1 no
CFL/LED type luminary fittings 260 watt for outside illumination:	-		4 nos.
Ceiling Fan/wall mounted fan:	-		2 nos.
Lights:		As per requirement.	
Data cabling to the PC and connectivity to the Weigh Bridge		is to be made by the bidder.	

### **VI. Earth Pit for earthing**

- \* Earth pit for load cell: - 1 no.
- \* Earth pit for control room/Computer hardware & Peripheral: - 1 no
- \* Earth pit for D.G. Set: - 1 no
- All pits to be inter connected to form a grid
- Earthing with copper earth plate 600 mm x 600 mm x 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc. with charcoal/coke and salt as required.

- VII. Lightning Arrestors  
Supplying and fixing MV horn gap lighting arrestor which are to be installed for preventing the damage to the weigh bridge due to lightning.

N.B.: Any other items not reflected above and normally attended for this type of building may be taken in to account while submitting the bid.

#### **4) ELIGIBILITY CONDITION:**

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

i) Experience certificate of supply & installation of minimum 5 (five) Nos. Weigh bridge of 100MT capacity in the last 3 (three) years in any reputed organization along with maintenance warranty and should have at least 3(three) years related experience in above mentioned jobs with minimum work value of rupees 1.00(one) cores in any one financial year preceding the year 2011-12. (with documentary evidence of experience and successful performance including volume and value of work)

ii) The tender must be accompanied with the Earnest Money Deposit (Rs 4,50,000/-) in shape of Bank Draft/Pay order on any Scheduled Bank in favor of “The Orissa Minerals Development Company Limited” payable at Barbil. No interest shall be allowed on the earnest money deposit or a Bank Guarantee for an equivalent amount from any Nationalized bank/ Scheduled Commercial Banks at Kolkata in the prescribed forma enclosed(**Annexure-II**) favoring The Orissa Minerals Development Company Limited. BG should be valid for a period of 9 months from the date of opening of the PART-I. Earnest Money Deposit in shape of cheque/cash shall not be accepted. Earnest Money shall be refunded to the unsuccessful bidders after the finalization of the tender. Tender without prescribed earnest money shall be rejected.

#### **5. EARNEST MONEY DEPOSIT:**

i)Tender must be accompanied by a DD/PO/BC of Rs. 4,50,000/-(Rupees Four Lac Fifty thousand only )in favour of The Orissa Minerals Development Company Limited” payable at Barbil or a Bank Guarantee for an equivalent amount from any Nationalized bank/ Scheduled Commercial Banks at Kolkata in the prescribed format enclosed(**Annexure-II**) favoring The Orissa Minerals Development Company Limited. BG should be valid for a period of 9 months from the date of the opening of the Part-I Techno Commercial Bid. The validity of BG is to be extended depending on the need. The EMD amount of successful bidder shall be converted into Security Deposit, EMD of unsuccessful bidder will be returned. The EMD amount shall not bear any interest. In case any party denies to accept the work order / contract, their EMD shall be forfeited. Tender without EMD shall summarily be rejected.

**Note:** - (a) Earnest Money Deposit of the unsuccessful bidder will be refunded / returned within 1(one) month after finalization of the tender.

## **6. QUOTATION OF RATES**

- 1) The bidder has to quote a lump sum rate for 100 MT pit less electronic Road weighbridge for supply, installation & commissioning of all costs inclusive of all taxes & levies.
- 2) The bidder has to quote the costs involving Annual Maintenance Contract of the weighbridge including supply of all genuine spare parts and the costs of Service Engineer etc.

Bidders are required to quote their rate (in figure & words) in the prescribed price bid format as prescribed in the Schedule of work in tender document and no conditions (i.e. deviations / assumptions / stipulations / clarifications / comments / any other request) whatsoever and the conditional offers will be rejected. The rates so quoted shall be inclusive of all taxes

## **7. EVALUATION OF THE BIDS:**

- i) The parties who fulfill the Techno Liabile parameters will be considered technically qualified for opening of the Price Bid.
- ii) The rates quoted for 1 unit for 100 MT pit less electronic Road weighbridge and the annual cost of maintenance put together will be considered for deciding the L-1 rate.

Note: The successful bidder will provide AMC for 5 years at the rate quoted in the bids.

## **8. PENALTY:**

Penalties will be imposed on the Contractor by OMDC, in the following cases:

i). In case the Contractor is not able to commence the operations within the stipulated time, a penalty of an amount of Rs.5000/- (Rupees Five thousand only) per day subject to maximum of 10% of the contract value may be imposed.

ii). A lump-sum amount of Rs.500/- (Rupees Five hundred only) per day may be imposed in case the Contractor fails to attend the failure and repair it within 24 hours of serving of notice.

iii) OMDC also reserves the right to impose penalties for other inappropriate acts which include but are not limited to the following:

a) Incorrect weighment.

b) Working in violation of instructions given by OMDC.

In case any penalty is levied by any statutory authority for faulty reading and error on Weigh bridge then the same will be recovered from the bills of the agency.

However, in case of the circumstances beyond control of the contractor, Business Head may review the penalty levied based on the merits of the case on an application by the contractor (in that case the decision of OMDC shall be final) .Penalty may be recovered from the monthly bill and security deposit.

## **9. PAYMENT & SETTLEMENT OF BILLS:**

### **1. For Supply:**

(i) Payment to the Contractor will be made on successful completion of each Calendar month enclosing copies of work done certified by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment to the extent of 85%.

(ii) 10% of the contract value for supply will be paid on installation of each weighbridge certified by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

(iii) Balance 5% of the contract value will be paid on issue of final acceptance certified by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

### **2 For installation:**

(i) 90% Payment will be made on successful installation of each weighbridge certified by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

(ii) 10% of remaining installation charge will be paid on issue of final acceptance certified by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

3 Payment regarding annual maintenance contract – The payment in regard to AMC will be made on monthly basis on production of the Service Certificate signed by the Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

4 No advance payment should be made.

5 Payment is made through R T G S / N E F T. The Agency has to submit the details for RTGS / NEFT as per Company's standard format which can be available from Website / Finance Dep.

6 Final acceptance certificate will be issued after 03 months of installation on satisfactory performance of each weighbridge by the concerned Mines Manager / Custodian / Authorized Officer by the Business Head for payment.

Business Head

# THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

[A GOVT. OF INDIA ENTERPRISE]

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

REGD. OFFICE: AG-104, Sourav Abasan, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091

**Tender Notice No:OMD/03/12-13**

**Dated:17.07.2012**

## CHAPTER-III

### 1. DEFINATION:

**a) Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.

**b) Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of OMDC.

**c) Name of the Tender:** Name of the Tender means the work to be performed by the tenderer.

**d) Techno-commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.

**e) Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.

**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:** Contractor means the person or society, firm, company whose tender has been accepted by the OMDC.

**h) OMDC:** OMDC means “The Orissa Minerals Development Company Ltd.” A company incorporated in India and having its registered office at AG-104, , Sourav Abasan, 2<sup>nd</sup> Floor, Sector-II , Salt lake city, Kolkata-91.

**i) Employer:** Employer means OMDC.

**J) Competent Authority:** - Competent Authority means Managing Director (MD) of OMDC or any designated officer by the MD.

**k) Taxes:** Taxes means Income Tax, Surcharge, Service Tax, C.S.T., value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.

**l) AMC:** Annual Maintenance Contract, Maintenance contract for a year to be taken of by successful bidder

**M) EMD:** Earnest Money Deposit.EMD:

## **2. EARNEST MONEY**

**2.1 Tender must be accompanied with an earnest money of different item as follows.**

<b>Sl.No.</b>	<b>Name of Item</b>	<b>EMD Amount. (2%)</b>
<b>1</b>	<b>Pit-less Electronic Weigh Bridges (14 nos.)</b>	<b>Rs.4,50,000/-</b>

Failing which the tender will be rejected and price part will not be opened.

**2.2** The Earnest Money should be deposited of account payee bank draft on any Nationalized Bank in favour of **“The Orissa Minerals Development Company Limited” payable at Barbil** or a Bank Guarantee for an equivalent amount from any Nationalized bank/ Scheduled Commercial Banks at Kolkata in the prescribed format enclosed (**Annexure-II**) favoring The Orissa Minerals Development Company Limited. BG should be valid for a period of 9 months from the date of the opening of the Part-I Techno Commercial Bid .Tender without prescribed earnest money shall be rejected.

**2.3** Cheques, Bonds, guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the EMD. No interest will be paid on EMD.

**2.4** In no case EMD will be accepted after opening of tender.

**2.5** Details of EMD i.e. draft number and date/B.G number and date should be indicated on the cover of the Envelope otherwise the tender may not be opened and returned to the party. **Earnest money shall be refunded to the unsuccessful bidders (except L2 bidder) after the finalization of the tender.** The EMD amount of successful bidder shall be converted into Security Deposit. It should be refunded after submission of security deposit as per clause no.3.

**2.6** In addition to all other terms & conditions maintained, hence in case the tenderer / successful bidder fails to take up the work within 15 (fifteen) days from the date of award of Agreement/LOI/ work order or fails to cope up with the progress of work for any reason whatsoever, OMDC reserves the right to terminate the contract and forfeit the earnest money / security deposit of the successful bidder and the cost of the work he/they have done by that time and the work may be rescinded (in that case the decision of OMDC shall be final).

**2.7** The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provided they submit a letter requesting for exemption from submission of EMD along with the offer.

**2.8** The Small Scale Industries who are registered with Industries Department, Government of Orissa or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit and Security 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.

### **3. SECURITY DEPOSIT:**

3.1 On acceptance of the Tender, the Successful Tenderer shall furnish a Security Deposit in any of the forms mentioned in Para 2.2 above, for an amount equivalent to 10% (Ten percent) of the total value of the Contract, before signing of the agreement. If it is submitted in the form of a Bank Guarantee, the same shall be from any of the Nationalized Banks or Scheduled Banks in India. In case the Bank Guarantee is issued outside BARBIL, the same shall be routed through their branch at BARBIL and enforceable at BARBIL. The proforma for the BG will be available at the time of issuing the LOI.

3.2 The Bank Guarantee for Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer.

3.3 The Bank Guarantee for Security Deposit shall remain in full force and effect during the period of the Contract and shall continue to be valid up-to 30 days after the expiry of the warranty period. The Bank Guarantee shall provide for extension of validity on demand by the Employer. Such extension of validity shall be confirmed by the guarantor bank without any reference to the Contractor. On the performance and completion of the Contract in all respects, the Bank Guarantee shall be returned to the Contractor on production of certificate from Mines Manager and Agent by the contractor having disbursed all labour payments including all statutory payments. The contractor shall also furnish a certificate from the Head of the Personnel department that he has cleared and performed his obligation whatsoever under this contract.

3.4 The Bank Guarantee and any amendment thereto shall be executed on a Non-judicial stamped paper of requisite money value as prescribed by the Statute.

### **3.5 Instructions Regarding Bank Guarantee:**

3.5.1 Bank Guarantee for EMD shall be submitted in a closed envelope as sealed by the Bank. This sealed envelope shall be submitted by the Tenderer along with the offer. The Bank Guarantee for the EMD shall be valid for a period of nine month.

3.5.2 a) All Bank Guarantees for Security Deposit, interest free recoverable advance and other payments and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered Post to the BUSINESS HEAD of OMDC, THAKURANI MINES.

b) Bank Guarantees / Extensions of Bank Guarantees submitted by the Contractors directly will not be admitted.



3.5.3 The Non-judicial stamp paper for the Bank Guarantee should be purchased in the name of executing bank only.

**4. FULL INFORMATION SHALL ALSO BE GIVEN BY THE TENDERER IN RESPECT OF THE FOLLOWING:**

**a) In case of Partnership firms:**

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

**b) In case of Companies:**

1) Date and place of Registration, including Commencement certificate in case of Public Limited Companies. Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished. 2) Nature of business carried out by the Company including Sl.No. of the relevant provisions of its Memorandum relating thereto. 3) Names and particulars, including addresses of all the Directors. 4) Previous experiences of Company and Directors in similar project as well as work. 5) Relevant credentials with Reference list. 6) A Self-attested copy of latest annual report. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

**c) In case of Consortium:**

1) A copy of the agreement, duly notarised, entered into by the Consortium members. 2) All members shall furnish:

a) Nature of business carried out by the members individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.

b) Names and particulars, including addresses of all the Directors.

c) Previous experiences of the Companies and the Directors in similar project as well as work.

d) Relevant credentials with Reference list of the Consortium as well as its individual members.

e) With respect to the Company which is a member of the Consortium, a self attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities; and similar documents under the provisions of the relevant Foreign Law.

f) With respect to a partnership firm which is a member of the Consortium, a self attested copy of "Certificate of Registration" as a firm, issued under Indian Partnership Act, 1932, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities and similar document under the provisions of relevant Foreign Law.

g) A Self-attested copy of latest annual reports.

h) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

**N.B:-Consortium:** Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

I) The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

II) The offer shall be signed so as to legally bind all members.

III) One of the members, for performing the key component of the Contract, i.e. technological equipment supplier shall be designated as Leader, this authorization shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorized signatories.

IV) The Leader shall be authorized to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

V) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

VI) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

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

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

## **5. SUBMISSION OF TENDER:**

**5.1** The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope super scribing the Tender No. and date.

**5.2** Tender can be submitted by hand or by post. If the tender is sent by post, the department will not be responsible for any postal delay.

**5.3** Tender received after due date and time will be rejected.

**5.4** All tenders should be addressed & submitted to Business Head 'The Orissa Minerals Development Co. Ltd.' Thakurani on or before 17.08.2012 by.3.00 P.M.

### **5.5 The bidder is to submit the following documents:**

i) Document in support of Status of Bidder i.e. Affidavit in case of Proprietary Firm, or Registered Partnership Deed in case of a Partnership firm & Memorandum & Article of Association in case of a Company.

ii) Copy of PAN Card of the Firm/Company.

iii) Copy of Service Tax Regn. Certificate along with latest service tax return.

iv) Balance Sheet for last 3 years.

v) Solvency certificate from Bank.

vi) An under- taking to be submitted in company's /firm's letter head that the party has not been debarred/blacklisted by any PSU and OMDC at any point of time.

vii) An undertaking to be submitted in company's /Firm's letter head that they had/have no litigation or any legal dispute with OMDC.

viii) Each page of the Tender schedule must be sealed & signed by the bidder as acceptance of the terms & conditions before submission; otherwise the Tender will be treated as invalid.

ix)A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure – I).

**Note:** - Submission of any forged document will attract legal action including rejection of tender or cancellation of contract.

#### **6) VALIDITY OF TENDER:**

Each tenderer shall keep his offer open for a period of at least 180 days from the date of opening of the tender and in the event of the tenderer withdrawing the offer before the aforesaid period, for any reasons, whatsoever, the earnest money deposited by the tenderer may be forfeited (in that case the decision of OMDC shall be final)

#### **7) OPENING OF TENDER:**

**7.1** The Technical bid part-I shall be opened on .17.08.2012 at.3.30 P.M in the office of the BUSINESS HEAD, "The Orissa Minerals Development Company Limited", At/P.O- Thakurani near Barbil, Dist- Keonjhar (Odisha) in the presence of the tenderers or their accredited representatives. The date of opening of price bid shall be intimated to the tenderer whose techno-commercial bids found acceptable.

**7.2** OMDC has reserves the right to accept or reject any or all the offers, in part or in full without assigning any reason whatsoever.

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

#### **8) PERIOD OF CONTRACT:**

The total work is to be commenced within 15 days from the date of issue of the LOI and the total work is to be completed within 18 months from the signing of agreement, which is to be done within 10 days from the date of issue of LOI. However, installation of each weighbridge is to be completed in every respect within 45 days time from the date of receiving of the specified location of the pit-less electronics weigh-bridge.

**Note:** OMDC reserves the right to increase up to 30 nos. of weighbridge in the same terms & conditions. Therefore, rate will remain valid for 3 years.

**9) PERIOD OF AMC CONTRACT:**

The AMC may be awarded for a period of 5 (Five) years with an option of extension for another 5 (Five) years on the mutually agreed terms and conditions at the sole discretion of OMDC management. The contractor has to provide AMC after expiry of the warranty period. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for at least 4 (four) months or till the new contract is finalized, whichever is earlier.

**10) AWARD OF CONTRACT:**

i) The company reserves the right to accept or reject any or all tenders or distribute the work amongst different tenderers without assigning any reason thereof.

ii) Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

iii) OMDC also reserves the right not to accept the lowest offer and to divide the work to more than one party / parties considering the number of units to be installed. In such a situation, 50% of the work will be given to L-1 tenderer, 30% of the work i.e., 4 units to L-2 tenderer subject to acceptance of final accepted rate of L-1 tenderer and remaining 20% of the work i.e., 3 units to the L-3 tenderer subject to acceptance of final accepted rate of L-1 tenderer.

iv) OMDC shall not be liable for any delay in receipt of the tender documents by the tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

v) In case the tenderer declines to take up the work or fails to cope up with the progress of work, OMDC reserves the right to :-

- ✓ Terminate the contract.
- ✓ Forfeit the earnest money/security deposit of the contractor and the cost of the work he/ they have done by that time and the work may be rescinded.
- ✓ Bar the contractor from participation in any tender of the company for a Period of two years.

**11) SIGNING OF AGREEMENT AND EXECUTION OF WORK:**

a) The successful bidder will have to appear in the office of Business Head to sign the contract agreement within 10 days and start the weighment work within 15(fifteen) days from the date of issuance of LOI.

b) In case the tenderer declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractor. In such an eventuality, the tenderer will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

c) The successful bidder will have to appear in the office of Business Head to sign the Integrity Pact at the time of issuance of LOI.

**12) WORKING HOURS:**

The working hours at the Mines shall be between .7.00 A.M to12.00 P.M and 2.00 P.M to 5.00 P.M on all working days. In case of exigency, the contractor has to operate weigh bridges as per requirement of OMDC.

**13) INCOME TAX DEDUCTION OF SOURCES:**

Income Tax shall be deducted at the rate prescribed in the Income Tax Act from the gross value of each bill.

**14) ESCALATION:**

The rate accepted shall be firm and fixed during the tenure of contract and no escalation shall be allowed without sufficient justification to the satisfaction of BH/OMDC.

## **15) WARRANTY**

The tenderer shall give the following warranty in respect of the equipments supplied /work executed by them:

- For a period of three (3) years of reliable regular working of the equipment/system supplied / installed. The tenderer shall be liable to replace any parts that may fail or show signs of defects in case of his own supplies / services under the condition provided for by the contract and under proper use arising from faulty designs, materials or workmanship or from any act of omission of the tenderer.
- All such replacements of defective parts mentioned above shall be made free of cost at site by the tenderer and taking the return of the defective parts to the tenderer's works shall be tenderer's responsibility and shall be made at his own expense.
- Until the end of the warranty period, the tenderer shall have the right of entry to the working site at his own risk and expense, by himself or his duly authorized representative whose name are communicated in writing to OMDC, at all reasonable working hours, upon all necessary part of the works for the purpose of inspecting the working and records of the site and taking notes there from and if he desires, at his own expense, making any tests subject to the approval of OMDC, which shall not be unreasonably withhold.

**16.** The Company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission/tender opening shall be given for this reason.

**17.** The company reserves the right to accept the tender in part or in full without assigning any reason whatsoever. The company reserves the right not to accept the lowest offer.

**18.** The company reserves the right to divide the work among more than one party. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.

**19.** Interested parties are advised to visit the site and familiarize themselves with the site conditions and concerned areas before submission of tender. The tenderer shall collect any other information which may be required before submitting the tender. Claims and objections due to ignorance of the site conditions will not be considered after submission of the tender.

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

## **21. OTHER TERMS & CONDITION:**

### **i). The weighbridge has to be stamped and verified by the following department;-**

- ✓ Should be approved and certified by Dept. of Weight & measures Govt. of Odisha
- ✓ Should be ISO certified

ii).The successful tenderer shall arrange to calibrate test and present the weighbridge to the weights and measure department for necessary stamping and verification of the weight. Manpower for testing and stamping purpose shall be arranged by the successful tenderer. Necessary stamping fee shall also be deposited by the tenderer.

iii).Site shall be provided by the OMDC for installation of Road weighbridge.

iv) It will be the duty of the Contractor to get the weighbridge duly stamped by the Weights and Measures Deptt. Every year. Irrespective of the same, the Contractor will require to get the verification of the weighbridge done on demand of OMDC.

v) Any inaccuracies in the weighment process as pointed out by Clients or OMDC will have to be promptly attended to. Failure to do so will warrant the compulsory shutting down of the weighbridge till rectification of defects and levying of penalty.

## **22. FAILURE TO COMPLETE THE JOB (PENALTY):**

In the event of contractor's failure to carry out the assigned job within the specific period, the company will have the right to get the job done by other agency and the additional cost, if any, will be debited to their account. The earnest money of the contractor shall liable to be forfeited in case of failure to achieve minimum 90% of allotted work within stipulated period.

## **23.EXPECTATION FROM THE TENDERER :**

**23.1** Tenderers, along with tender, shall submit the following documents duly attested by a Gazetted Officer/Notary Public.

Details and documents regarding financial status of the firm like latest Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years, copy of PAN card, Service Tax Reg. Certificate.

**23.2** If the Tenderers are not registered under Odisha sales Tax department then they must give an undertaking through notary affidavit that "They will supply the Electronic weighing machine after payment of OVAT/ Odisha and Sales Tax on their own".

**23.3.** Affidavit through first class magistrate mentioning that “our company/agency is not black listed by any Government/Semi government/other organization”. A draft for affidavit to be submitted can be taken along with the tender document.

**23.4** Production license should be in the name of Tenderers. If he is not a producer then he should produce authorization certificate for Production of such Electronic weighing machine from the producers. The authorization letter should be addressed to **the BUSINESS HEAD, “The Orissa Minerals Development Company Limited”, At/P.O- Thakurani near Barbil, Dist- Keonjhar (Odisha)**. Photocopy or fax copy shall not be accepted.

**23.5.** List and full address with phone numbers of their clients in India. Where they have supplied such material, which they are quoting in this tender document should also be submitted by the Tenderers.

**23.6.** Manufacturer will have to give the stock point of the tendered items and its available quantity.

#### **24. OBLIGATION OF THE CONTRACTOR:**

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

ii) For any materials supplied, services rendered by the company which are not expressly specified to be provided free of cost under the terms of contract by the company, full cost of the same (including Tax) plus 17.5% of the cost as usual charges towards storage, supervision, transport etc. is to be realized from the contractor(s) bill or otherwise.

iii) The contractor(s) shall reimburse the cost of medicines and other medical facilities if any given to the workers of the contractor(s) at the company’s Hospital/Dispensary by the company within its available medical facilities.

iv) Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the contractors to all his entitled workers at its own cost. The contractor(s) has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, the Mines Manager shall arrange the safety equipment and supply to the workers of the contractor(s). The cost of procurement plus 17.5% of cost as usual charges of supervision etc. shall be recovered from contractor(s) dues or otherwise.



## **25. SPECIAL CONDITIONS:**

i) The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification, OMDC shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract or may be entertained by OMDC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OMDC which are based on the lack of clear information.

ii) The Tenderer shall submit the list of equipment/machineries to be deployed to the Mines Manager for the job. The tenderer should submit the documents to proof their ownership of equipments / machineries. The list of all equipment should be completed with a brief specification including type/make/model/size/rating capacity etc.

iii) In case the tenderer/successful bidder fails to take up the work within 15 days from the date of award of L.O.I/Work Order or fails to cope up with the progress of the work for any reason whatsoever, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the successful bidder and the cost of the work he/they have done by that time and the work may be rescinded. The L-2 may be called to take up the same work in L-1 rate with same terms and condition. The EMD of L-2 bidder shall be retained for a period of 30 (Thirty) days for the interest of the company. If L-1 bidders successfully cope up with the progress of the work, the EMD of L-2 bidder shall be refunded (In that case the decision of OMDC shall be final).

## **26. TOOLS AND IMPLEMENTS:**

No tools and implements for the work shall be supplied by OMDC. For any materials supplied by OMDC, full cost of the same (including tax) plus 17.5% of the cost as usual charges towards storage, supervision and transport etc. shall be realized from the contractor(s).

## **27. LEGAL AND MISCELLANEOUS OBLIGATION OF THE CONTRACTOR:**

**27.1** The contractor shall report occurrence of all accidents if any in the weighbridge including particulars of his employees involved and effect payment of compensation as per the workmen's compensation act as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Manager who will send necessary notice to the concerned authorities. In the event of contractors failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.

**27.2** The contractor shall submit a list of workers / employees to be engaged by him along with

their rates / scale of pay /wages respective date of appointment and such other details as may be required by the company. Any deviation shall be treated as breach of contract and management will force to take appropriate action against the contractor.

**27.3** The contractor shall comply with all provisions laid down in the industrial dispute act in matters relating to the settlement of various disputes arising in the work allotted to him and shall abide by the provisions of the said act and Rules framed there under as amended from time to time by the Central Government in the matter of retrenchment, lay off and conditions of service of the employees engaged in his work. Besides he shall adopt all measures in the direction of maintenance of perfect industrial peace in the works allotted to him. Any failure in this respect shall be treated as disqualification of the contractor and the management shall be free to take appropriate action against the contractor.

**27.4**The contractor shall make his own standing order for the labours engaged by him and get the same approved through the concerned Regional Labour Commissioner or other appropriate authorities and implement the same in conformity with the provision of industries employment standing order act. In absence of such standing orders, the model standing orders shall be implemented.

**27.5** The contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition and Regulation) act, 1971, and the rules made there under as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.

**27.6** The contractor shall abide by the decisions/recommendations/award of the court/Labour Court/Industrial Tribunal/Wage Board or Commissions appointed by the appropriate Government in respect of this industry and shall ensure implementation of the provision of the decision/award/recommendation from time to time and maintain such relevant records and registers as are required to be maintained under those legislations/awards/decisions and produce them before the officers of the company and other statutory authorities as and when required. Any award for relevant industry shall be implemented if required within the rate decided in respect of this contract without any additional financial liability to the company.

**27.7** Vocational Training to contractor's worker is compulsory and will be provided by the company. But daily wages of the workers during the period of initial training as well as for refresher course as per the VT rules and the cost of photographs will be borne by the contractor.

**27.8** The contractor shall solely be responsible in respect of payment to the labourers under the payment of Bonus Act, 1965. He shall also be solely responsible for maintenance of records in respect of the above payments and submission of returns accordance with the provision of the said Act. The contractor shall have to submit all statutory records and returns etc. in respect of his work to the Mines Manager or any other authority as and when required for verification and such records are to be maintained as per the direction of Mines Manager.

**27.9** In all matters connected with labour and staff under this agreement, the contractor shall be employer as defined in the various Acts, Rules, Regulations pertaining to the nature of work involved. The contractor shall have to obtain a licence under section 12 of the contract labour (Regulation & Abolition) Central Rule, 1971.

**27.10** The contractor shall at his own cost provide housing accommodation for his employees and the company shall be under no obligation to provide such accommodation. If any land is made available by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have no right whatsoever on the land on which such hutting are/have been constructed and the contractor shall not be entitled to transfer such hutting or houses to any person. He shall not make any additions or alterations to any existing building without prior permission of the company or any representative duly authorised in this behalf. The contractor(s) will use the existing available hutting/quarters for his workers at a nominal rent that will be fixed by the competent authority of the company. However it will not be obligatory on the part of the company to provide hutting/quarters to the contractor's workers.

**27.11** In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor(s) and the contractor will pay to the company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.

**27.12** The contractor shall report immediately to the company every case of epidemic/contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.

**27.13** The contractor shall report immediately to the company the matter covered under provisions of Forest Conservation Act and Rules made there under. Any penalty damage etc. Imposed shall be borne by the contractor and will be recovered from the contractors dues or otherwise. Due fulfillment of the contractor's obligations under and/or upon the termination of this agreement and payment of sums due to their company or any account whatsoever together with a full and proper acquaintance to the company shall be a condition precedent to the payment to the contractor of any sums found payable on a final adjustment. If it is due from the contractor to the company such money will be paid on demand.

**27.14** All vehicles engaged for this work must be duly registered and fully insured against third party risks and must have fitness certificate, Road permit, Tax token etc. issued by road transport authorities of Orissa as required. The contractor shall be liable for all compensation that may arise for any accident, death, injury occasioned by or during the operation of the job.

**27.15** No part of the contract shall be sublet without written permission of the General Manager of the company or transfer is made by Power of Attorney authorising others to receive payment on the contractor's behalf.

**27.16** With regard to execution of this work, the contractor will abide by the direction of Mines Manager.

**27.17** The contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor which arises on account of his default and/or any un-fulfillment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.

**27.18** In the event of contractor's failure to fulfill the contract terms for execution of work therein, the company reserves the right to terminate the contract by giving 30 (Thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne at the risk and cost of the contractor.

**27.19** In the event of discontinuity/closure of his establishment connected with the work under contract before the expiry of the contract period, the contractor shall give at least 90 (ninety) days notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.

**27.20** The contractor shall have no claim whatsoever against the company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, local problem, pestilence/epidemic sickness, strike, lock out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, . Act of God, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the company.

**27.21** The contractor(s) shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.

**27.22** If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days the contract may be terminated at the discretion of the company.

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

**27.24** Making of roads/ramps and other connected works such as, maintenance of floors, roads/ramps, cleaning of site, leveling of benches and waste dumps shall be carried out by the contractor for the purpose of execution at their own cost.

**27.25** The contractor agrees and does hereby accept full and exclusive liability for compliance with all the obligations imposed by the Metalliferous Mines Regulations, 1961, The Mines Act'1952,The Mines Rules'1955,The Contract Labour (Regulation & Abolition Act) 1970, Minerals Conservation and Development Rules, Workmen Compensation Act-1923 and all other Acts applicable to mine workings, all the regulation, rules, bye laws, circulars and orders framed there under etc. Statutory formalities of Govt. dues involving different taxes, Cess and interest and the contractor further agrees to defend, indemnify and hold the company harmless from any Central/State or local authorities by the reasons of any assorted violations by the contractor and also from all the claims, suits of proceedings that may be brought against the company.

## **28. FORCE MAJEURE CLAUSE:**

**28.01** The contractor shall have no claim whatsoever against the company for any loss / damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence / epidemic sickness, strike, lock-out , earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the company.

**28.02** The contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.

**28.03.** All the terms and conditions of the agreement will be operated by the Business Head on behalf of The Orissa Minerals Development Company Ltd. and Business Head will give necessary direction to the contractor and contractor shall follow the instructions of the Deputy General Manager (Mines) or any other officer designated by The Orissa Minerals Development Co. Ltd. for this agreement.

**29. EXIT CLAUSE:** Both the parties have the right to exit from this contract/agreement by serving notice in writing of at least 90 days. However, they will continue to be liable for the work done during the contract period even after exit from the contract period.

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

**31. 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) to address the confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

**32. ARBITRATION:** Any dispute or difference arising in respect of the order/agreement/contract shall be referred to the Managing Director of the Orissa Minerals Development Company Limited (OMDC), AG-104, Sourav Abasan, 2<sup>nd</sup> Floor, Sector – II, Salt lake city, Kolkata – 700091 or his authorized representative as the Sole Arbitrator and the decision of the Sole Arbitrator on the matter in dispute shall be final and binding on the supplier/bidder/tenderer and the company. The arbitration shall be carried out as per the arbitration act and rules made there under as amended from time to time.

Note: The Court of Keonjhar & High Court at Cuttack, Odisha will have the jurisdiction to address any unsettled dispute.

No claim of arbitration will be entertained in regard to facts which party is supposed to ascertain before participating in the tender.

Sd/-

Business Head

THE ORISSA MINERALS DEVELOPMENT CO. LTD

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED**  
[A GOVT. OF INDIA ENTERPRISE]  
P.O.THAKURANI, VIA-BARBIL-758035,DIST-KEONJHAR, ODISHA  
REGD. OFFICE: AG-104, Sourav Abasan, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091

**DISCLAIMER**

1:- Though adequate care has been taken while issuing this Tender Document, the Tenderers should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Tender Documents, then this office shall consider that the Document received by the Tenderer is complete in all respects and that the Tenderer is satisfied that the Tender Document is complete in all respect.

2:- OMDC has reserves the right to change any or all of the provision of this Tender Documents before date of submission. Such changes would be intimated to all parties procuring this Tender Document before date of submission.

3:- OMDC reserves the right to reject any or the entire tender without assigning any reason whatsoever. No correspondence will be entertained on this account.

**Signature of Purchaser**

**Signature of issuing authority**

**TECHNO-COMMERCIAL BID**

1. **Name of the Bidder :**
2. **Address of the Registered office & Branch office,  
Phone / Fax no. etc. :**
3. **Status of the Bidder:**  
(i) Details of Weighbridge to be indicated i.e. make model, capacity etc.: (Photocopies of necessary documents i.e. copy of Invoice is to be attached).
4. **Infrastructure of the Bidder :**  
(i) **Details of Weighbridge to be indicated i.e. make, model, capacity etc.:** (Photocopies of necessary documents i.e. Copy of Invoice is to be attached).
5. **Earnest Money Deposit :**  
  
I. DD/PO/BG No. ----- Dated----- Amount (Rs.) -----  
II. Drawn on Bank ----- in favour of -----
6. **PAN Card & Service Tax Regn. Certificate, Balance Sheet, Sales Tax, Solvency, Experience(Photocopies of necessary documents to be attached)**
7. **Whether the Bidder has relationship with any of the Company's Directors :**  
\_\_\_\_\_ (YES / NO) If YES, please indicate the relationship.
8. **Whether the Bidder has visited the site and got fully acquainted with the following :**
  - (i) Specified working area \_\_\_\_\_ (YES / NO)
  - (ii) Extent of work to be done \_\_\_\_\_ (YES / NO)
  - (iii) Labour related local conditions \_\_\_\_\_ (YES / NO)
  - (iv) Other relevant local conditions \_\_\_\_\_ (YES / NO)

Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by the company. Our price bid is based on the basis of our full understanding about the job.

**SIGNATURE OF THE TENDERER WITH SEAL**

**THE ORISSA MINERAL DEVELOPMENT COMPANY LIMITED**

(A Govt. of India Enterprise)

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

Telephone No.:06767-275530, 275218,276131

Regd.office:AG-104,"sourav abhasan" 2<sup>nd</sup> Floor,Sector-II, Salt Lake, Kolkata-700091

**PART-II**

**PRICE BID**

Tender Notice No. ....Dated: .....

**Amount in Rs.**

<b>Description</b>	<b>Unit</b>	<b>All Inclusive Rate ( per number )</b>	<b>TOTAL</b>
<b>1.A ) Supply of 14 nos Pitless Electronics Weighbridge with printing facility and having data back up facility for 3 years</b>	<b>1 x 14 nos.</b>	<b>Rs.</b>  <b>Rupees in word</b>	
<b>1.B ) Installation of 14 nos Pit less Electronics Weighbridge (Service tax extra at actual.</b>	<b>1 x 14 nos</b>	<b>Rs.</b>  <b>Rupees in word</b>	
<b>TOTAL</b>			



Description	Unit	All Inclusive Rate ( per year )
<b>2. Annual comprehensive maintenance contract per annum for 5 years( commencing after warranty period ) Service tax extra</b>	<b>1 x 5 years</b>	<b>Rs.</b>  <b>Rupees in word</b>

1. The rates quoted above should be inclusive of all taxes and duties and shall be firm & fixed except service tax for Sl. No 1B and 2 which will be paid extra at actual.

**2. The tender will be evaluated for serial no. 1.A & 1.B without considering Sl.No. 2 above.**

**N.B.**

1. Where there is a discrepancy between the rate in figures and words, the rate in words will govern and the rate will be multiplied by number of units to determine the quoted price.

Notes:

I Accept the rates as mentioned in Price Bid for the period of 5 (Five) years.

I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

Yours faithfully,

Signature of Tenderer

**ANNEXURE-II**

**PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.  
(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

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

**Ref.**

**Bank Guarantee No.**

**Date:**

**To,**

The Business Head,  
The Orissa Minerals Development Co.LTD  
Thakurani, Barbil,Keonjhar (Odisha)

**Dear Sirs,**

In accordance with your invitation to tender under no. \_\_\_\_\_ M/s. \_\_\_\_\_ having its registered/Head Office at \_\_\_\_\_ (hereinafter called the tenderer) 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 upto \_\_\_\_\_ on behalf of the tenderer in lieu of tender deposit required 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 this 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.

This date should be 30 days after the guarantee is valid.

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

**WITENESS:  
SIGNATURE:**

**SIGNATURE:  
NAME:**

**OFFICIAL ADDRESS**

**DESIGNATION WITH BANK**

**ATTORNEY AS PER POWER OF ATTORNEY NO.**

**DATE.**