

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
AT/P.O. Thakurani, Via- Barbil-758035. Dist. - Keonjhar (Odisha)
Telephone No. : 06767-275777, 276110, 275405
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II,
Salt Lake City, Kolkata-700091

TENDER DOCUMENT

FOR

ENGAGEMENT OF AN AGENCY/CONSULTANT

FOR

Preparation of "**Ground Water Management Plan**" alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation for abstract & use of ground water in OMDC M. L. areas.

TENDER NOTICE NO. OMD/G&E/08/2016-17 DATED 16/03/2017

Name & Address of the Bidder :

Money Receipt No.....

Dated/...../ 2017

Cost of Tender Paper: Rs. 1050 (Rupees One Thousand Fifty only)
(Inclusive of OVAT)

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
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TENDER NOTICE

Tender Notice No.: OMD/G&E/08/2016-17

Date: 16/03/2017

Sealed Tenders in prescribed format are invited from agencies having experience and expertise in carrying out the job of Preparation of "**Ground Water Management Plan**" alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation for abstract & use of ground water in OMDC M. L. areas.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMD/G&E/08/2016-17 Dtd: 16/03/2017	Preparation of " Ground Water Management Plan " alongwith Ground water quality analysis Report, Rain water harvesting proposal, Flow chart of water balance, Effluent discharge treatment plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining Approval/NOC from the Central Ground Water Authority/Board in respect of our 06 (Six) Mining Leases as per Public Notice dated 04.01.2017 of CGWA, Ministry of Water Resources, River Development and Ganga Rejuvenation.	Up to 3.00 P.M. on Dtd. 24/03/2017

The Tender documents can be obtained from the office of **Manager (Fin.), The O.M.D. C. Ltd., At/P.O.-Thakurani, Via-Barbil, Dist.-Keonjhar (Odisha)** on payment of Rs.1,050 (Rupees one thousand fifty only) in cash or in form of Demand Draft drawn on any Nationalised Bank favoring '**THE ORISSA MINERALS DEVELOPMENT COMPANY 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**

Tender Document (OMDC)
Tenderer

Seal and Signature of the

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CHAPTER-I

NOTICE INVITING TENDER

TENDER NOTICE NO: OMD/G&E/08/2016-17

DATE: 16/03/2017

Sealed Tenders in prescribed format are invited from agencies having experience and expertise in carrying out the job of Preparation of "**Ground Water Management Plan**" alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation for abstract & use of ground water in OMDC M. L. areas.

1. INFORMATION TO BIDDERS :

Interested bidders may obtain further information from the office of the Manager (Geo. & Env't.) of **THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-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 interested agency(s) from the Manager (F), **THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, STATE-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 11 Hrs (IST) to 17 Hrs (IST) against Cash payment during working hours of 17/03/2017 to 12 Noon of 24/03/2017 or against Demand Draft, Pay Order or Banker's Cheque in favour of "**The Orissa Minerals Development Company Limited**" payable at Barbil.
- b) The cost of Bidding Document is **Rs.1,050/- (Rupees One thousand fifty)** only inclusive of OVAT.
- 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 Bidders 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, bidder shall submit 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/CPP Portal, 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.

3. **PRE-BID CONSULTATION:**

The bidders are free to join pre-bid consultation to be held during 3.00 PM to 5.00 PM on 20/03/2017 in the office of the Manager (Geo. & Env.), of The OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035 for clarification of 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 02 days of before the opening of the Techno-Commercial Bid.

4. **SALIENT FEATURES OF THE BID :**

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No.	
2.	Name of the Work	Preparation of "Ground Water Management Plan" alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation
3.	Cost of Bid Document	INR 1,050/- (Indian Rupees one thousand fifty only)
4.	EARNEST MONEY DEPOSIT	Rs 20,000/- (Twenty thousand only).The amount of Earnest Money shall be deposited by way of Banker's Cheque/ Demand Draft / Pay Order/ Bank Guarantee with validity of 07 (seven) months from the date of opening of the Part-I (Techno-commercial Bid), 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.
5.	Availability of Tender Documents	Office of the Manager (Fin.), OMDC, Thakurani & from www.birdgroup.co.in & CPP portals.
6.	Place & Time Of Pre-Bid Consultation.	Thakurani, during 3.00 to 5.00 PM on 20/03/2017 in the office of the Manager (Geo. & Env.), of The, OMDC Ltd., At/Po- Thakurani, Via- Barbil, Dist- Keonjhar, Odisha, 758035.
7	Date of Issue of Bid Documents	During office hours of Manager (Fin.) from 17/03/2017 to 12.00 Noon on 24/03/2017.
8	Date of Submission of Bid Documents	By 3.00 PM of 24/03/2017.

9	Date of Opening of Technical Bid	3.30 PM of 24/03/2017.
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation.
11	Period of Contract	(a) Submission of online application to CGWB, Govt. of India by 31.03.2017. (b) Obtaining approval/NOC for abstract of ground water from CGWA/CGWB within 03 (Three) months w.e.f. issue of work order.
12	Validity Period of Bid	180 (One hundred eighty) calendar days from the date of opening of the Techno-commercial bid.
13	Date of commencement of work	With effect from the date of issue of the work order.

BUSINESS HEAD

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CHAPTER-II

TENDER NOTICE NO: OMD/G&E/08/2016-17

DATE: 16/03/2017

1. SCOPE OF WORK:

Preparation of **Ground Water Management Plan** alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation for abstract & use of ground water in respect of our 06 (Six) following Mining Leases namely,

Name of Mining Lease holds	Time Schedule	Remarks
1. Thakurani Mines (778.762 Ha) 2. Belkundi Mines (1276.79 Ha) 3. Dalki Mines (266.770 Ha) 4. Bagiaburu Mines (21.52 Ha) 5. Bhadrasahi Mines (998.70 Ha) 6. Kolha Roida Mines (254.952 Ha)	a) Online application to be made to the CGWA within 31.03.2017. b) Obtaining NOC within 03 (Three) months from the date of issue of Work Order.	All the M.L. areas are located near Thakurani, Barbil in the district of Keonjhar, Odisha.

- I. Online application made for obtaining NOC of use of Ground water.
- II. Preparation of "Ground Water Management Plan" for all six (06) Mining Leases along with Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan, Conducting Pump test to evaluate aquifer parameters, Assessment of ground water extraction structures, Surface geophysical investigation within project area, To carry out well inventory and observe the status of water table within the study area, To collect sub-surface water borehole data for demarcating aquifer geometry
- III. Collection of Basic Hydro-geological information for core and 10 km. buffer zone of six mining leases.
- IV. Preparation of Hydro-geological study report with integrated use of Remote sensing and GIS for core-zone and buffer-zone.
- V. Referral/Recommendation Letter from statutory bodies i.e. SPCB/ SEIAA/ SEAC/MoEF.
- VI. Submission of detail report along with online application to the authority of CGWA and any modification required shall be done to comply accordingly.
- VII. To deal/liason with the different authorities to get the NOC.
- VIII. Obtaining approval/NOC of the same from Central Ground Water Authority (CGWA)/ Central Ground Water Board (CGWB)/ State Water Allocation Committee (SWAC).

2. Assistance and payment to be provided by OMDC:

- 2.1 The OMDC will provide necessary available documents to the consultant required for submission to the govt. authorities for obtaining Approval/NOC.
- 2.2 The Bank Guarantee and processing fees required to be submitted shall be deposited as assessed by above Govt. authorities.
- 2.2 To provide available information on exploration, production, excavation and environmental data as per the requirement.
- 2.3 To provide existing plans and sections
- 2.4 To provide certificates and undertakings as per the requirement.

3. CONTRACT PERIOD:+

- 3.1) Online application is to be made on or before latest by 31.03.2017.
- 3.2) Obtaining NOC within 03(Three) months w.e.f. the date of award of job.
- 3.3) No extension of time period for obtaining NOC shall be entertained without sufficient justification to the satisfaction of the management (OMDC) that the delay is beyond the control of the consultant.

4. DATE OF COMMENCEMENT OF JOB:

The date of commencement of work will be with immediate effect from the date of issue of Work order.

5. EARNEST MONEY DEPOSIT:

Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.20,000/- (Rupees Twenty thousand only) in shape of Bank Draft/Pay Order drawn on any Scheduled/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." Payable at Barbil. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be liable for rejection. The Earnest Money of the successful bidder shall be converted into Security Deposit which bears no interest and shall be refunded within 60 (sixty) days from the date of completion of the job.

Note: - Earnest money of the unqualified/ unsuccessful bidder will be refunded through RTGS after finalization of the tender which will be duly intimated. The agency should fill & submit the RTGS form uploaded in our website www.birdgroup.co.in to the Manager (Fin.), The OMDC Ltd., Thakurani.

6. ELIGIBILITY CRITERIA:

- (a) A bidder shall qualify technically subject to fulfillment of following condition. The bidder must submit the documentary evidence along with the technical bid in support of the following:-
 - (i) Agency should have completed successfully 06(six) nos. projects during last three years ending 31.03.2016 of "Preparation of "Ground Water Management Plan" and obtaining approval/NOC from the Central Ground Water Authority/Board. Copies of completion certificates / approval letter from the authority(s) in this regard will be submitted .
 - (ii) The EMD of Rs.20,000/- in shape of DD/Pay order/Bank guarantee from any Nationalised bank payable in favour of "The Orissa Minerals Development Company Limited";at Barbil, to be enclosed.
 - (iii) Submission of Proof of payment made to OMDC towards cost of tender Document of Rs.1050/-.
 - (iv) Agency should submit copy of PAN card, Organizational Structure & copy of Service Tax Registration No. etc.
 - (v) Agency should submit documentary evidences as proof of Average financial annual turnover of minimum 30.00 lakh during last three years ending 31.03.2016. Copy of balance sheet P/L Account and Annual Return towards proof of annual turnover shall be submitted to the effect.

(b). **Other Criteria as proof of technical competency & credential of the Agency(s):**

- i) Status of the bidder should be submitted as regards:-
 - (a) Partnership Deed in case of a Partnership firm.
 - (b) Memorandum & Articles of Associations in case of a Joint Stock Company.
 - (c) Proprietorship certificate in case of proprietorship firm.
 - (d) Annual turnover of the agency.
- ii) An undertaking, in Company/Firm's Letter Head is required regarding that the party is not blacklisted by any PSU & OMDC at any point of time.
- iii) A declaration is to be submitted that the bidder has carefully read all tender terms & conditions of the tender document.

7. EVALUATION OF THE BIDS:

(I) The Part-I Techno Commercial Bid:

Parties, who will fulfill all requisite conditions of eligibility clause of Chapter-II of this document will be considered as technically qualified and may be considered for Part-II Price Bid.

(II) The bidders are required to quote their price both in figures & words in the PRICE BID format enclosed as Annexure-III of the Tender Schedule (Part-II). The bidders are required to quote their Total price (Exclusive of Service Tax). Price Bids of the bidders, whose Techno-Commercial bids are technically qualified, will be opened in the presence of the bidders or their authorized representatives on a scheduled date and time which will be intimated in advance through Letter/Fax/Telephone.

- (a) The L-1 bidder will be evaluated on the basis of lowest quoted Price.
- (b) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

8. AWARD OF CONTRACT:

- (i) The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (ii) 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 of 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 **(L-1)**.
- (iv) Award of contract shall be made at the absolute discretion of OMDC.
- (v) The agency should submit the performance guarantee in case of very low quoted Rate.

9. WORK SCHEDULE:

The agency will formulate and submit a work schedule along with a time schedule of completion of the work as per the contract period in consultation with the Manager (Geo. & Env.), Planning & Geology. Dept, OMDC, Thakurani.

10. SUBMISSION OF BILLS:

The bills in triplicate mentioning Work Order No. & date etc. shall be submitted to the Business Head, OMDC for consideration of payment after due verification/certification by the Manager (Geo. & Env.) and the Finance department.

11. PAYMENT TERMS:

Payment shall be made on the basis of the rate finalised in the tender. The agency needs to submit the details of Bank A/c, Branch, IFSC code, etc for enabling OMDC to release the payment though RTGS in the following manner.

1. 40% of the total job value shall be paid against completion of online application.
2. 60% of the payment shall be released to the agency after obtaining approval/NOC of ground water for use in respect of all 06 (six) mining leases of OMDC.

The above amounts are exclusive of service tax. Service tax will be paid by OMDC as applicable.

12. SECURITY DEPOSIT (SD):

Refundable Security Deposit @ 5 % of the value of the work done, shall be retained/deducted from the gross value of the R.A. / Final bill raised by the agency which will be released within 60 (sixty) days after completion of the job.

OMDC will have the absolute right to adjust security deposit in case the agency defaults in carrying out the job as per the scope of work.

13. TAX DEDUCTED AT SOURCES:

Income Tax and other taxes including Surcharge and Cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill

14. SCHEDULE OF PAYMENT:

Within 30 days from the date of submission of bills on stage-wise (As per clause No.-11) completion basis.

15. PENALTY/FORFEITURE:

(i) In case the successful bidder fails to take up the work after issuance of Work Order, OMDC may at its discretion, impose upon any or all of the following penalties:

- a. Cancellation of LOI/Work Order/Agreement.
- b. Forfeiture of Earnest Money / Security Deposit.
- c. Recovery of extra cost incurred by the company for getting the work done through other sources by forfeiture of Earnest Money/Security Deposit.
- d. Recovery from any of the other present/future pending bills of the agency/consultant.
- e. Blacklisting of the agency/consultant.

(ii) In the event of agency's failure to carry out the assigned job within the stipulated period or within such extended period, OMDC will have the right to impose a penalty @ Rs.500/- per day of such failure.

OMDC shall have the right to get the left-over job done by other agency and the additional cost, if any, will be debited to their account proportionately in respect of corresponding job.

The EMD/SD of the agency shall be liable to be forfeited in such case of failure to complete the job within stipulated period or within such extended period (as approved by the Business Head).

BUSINESS HEAD

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CHAPTER – III

GENERAL CONDITIONS

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 bidder/tenderer.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the OMDC.
- h) **OMDC:** OMDC means "The Orissa Mineral Development Company Limited". A Company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector – II, Salt Lake City, Kolkata – 700091.
- i) **Employer:** Employer means "The Orissa Mineral Development Company Limited".
- j) **Competent Authority:** Competent Authority means the Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.

2. SUBMISSION OF TENDER:

- (i) A non- transferable tender documents can be obtained from the Manager (Fin), The Orissa Minerals Development Company Limited, At-Thakurani, Dist: Keonjhar, Odisha on payment of Rs.1,050/- [Rupees One thousand Fifty only] in cash in the Office hours on any working day during 17/03/2017 to 24/03/2017 (12 Noon), and can also be downloaded from the website **www.birdgroup.co.in & C.P.P. Portal.**
- ii) The downloaded Tender documents should be submitted along with a Demand Draft of Rs.1,050/- (Rupees One Thousand Fifty Only) in favour of "The Orissa Minerals Development Company Limited" payable at Barbil towards cost of the same.
- iii) Each Tender must be accompanied with the non-interest bearing pre-bid Earnest Money Deposit of Rs.20,000/- (Rupees twenty thousand only) in shape of Bank Draft/Pay Order drawn on any Scheduled/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." Payble at Barbil. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be liable for rejection.

- iv) In case of downloaded tender, the bidder has to submit an undertaking on its company's letter head that no amendment have been made in the tender document downloaded from company's website, at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.
- v) 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.
- vi) In order to qualify in the Techno-commercial Bid of the Tender, the Tenderer must produce his documentary evidences along with the Techno-commercial Bid as mentioned in the clause-6 of chapter-II.
- vii) The Tender complete in all respect shall be submitted in parts i.e. Part-I i.e. Techno-Commercial Bid & Part - II i.e. Price Bid in separate covers super-scribing the job for which the tender is submitted with its notice number and the name & address of the tenderer. Also, the money receipt/Demand Draft against cost of tender documents/papers and the Demand Draft for Earnest Money Deposit (EMD) shall be put in a single cover super-scribing the job for which the tender is submitted with its notice number and the name & address of the tenderer. All these 3 (three) separate covers shall be placed in a single large cover superscribing the job for which the tender is submitted with its notice number and the name & address of the tenderer. The tender shall be dropped in the tender box kept in the Office of the Manager (Finance) of The Orissa Minerals Development Company Limited, AT/PO: Thakurani, VIA: Barbil, Dist: Keonjhar , Odisha on or before 3.00 P.M. on 24/03/2017.
- viii) Bidder should sign each page of the tender document before submission of tender.
- ix) Tender form containing over-written or erased rate or rates and amount not shown in figures and words in English will be liable to rejection.
- x) Any request from the bidder in respect of additions, alterations, modifications etc. of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

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

3. OPENING OF TENDER:

- (i) 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 24/03/2017 in the Dept. of the Finance of the Company.
- (ii) Part -II i.e. Price Bid of the tenderers, whose Techno-Commercial bids 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 through Letter/Fax/. In this respect, the decision of the company shall be final and binding on the tenderers.

Note:- (Bids received after 3.00 P.M. but before opening at 3.30 P.M. can be accepted & opened, but bids received after 3.30 P.M. will be rejected.)

- (iii) 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.
- (iv) The company reserves the right not to accept the lowest offer. 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.

4. DETAILS OF SCHEDULED DATES:

- (a) Date of sale of tender paper: from 17/03/2017 to 24/03/2017 (till 12 Noon).
- (b) Last date & Time of receipt of tender paper: 3.00 P.M of 24/03/2017.
- (c) Date & Time of opening of Techno-Commercial bid: 3.30 P.M. of 24/03/2017.
- (d) Date of opening of Price bid of tender document: To be intimated later on.

5. VALIDITY :

The validity of the offer shall be for 180 (One hundred eighty) days from the date of opening of the Techno-commercial bid.

6. TERMINATION OF CONTRACT:

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

7. RISK PURCHASE:

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

8. PRICE ESCALATION:

The rate accepted shall be firm and fixed during the tenure of the contract and no escalation shall be allowed in normal situations. However, the decision of Business Head shall be final and binding on both the parties in this regard.

9. STATUTORY COMPLIANCE:

Agency will have to carry out the necessary statutory compliance required for the job.

10. FORCE MAJEURE CLAUSE:

If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), OMDC shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the contractor. On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence (s) within 7 days of occurrence(s) stating therein

i) The date of occurrence(s) of Force Majeure disability.

ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

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

11. DAMAGE TO OMDC PROPERTIES:

The agency shall be fully responsible for any loss / damage that may be caused to the documents of OMDC, and the agency is fully liable to reimburse to OMDC, the cost of such damages. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

12. ILLEGAL GRATIFICATION:

If the bidder is found to be involved in any illegal gratification during the currency of the contract, the entire bid is liable for rejection

13. MODIFICATION OF CONTRACT:

No modification and alteration of the contract / agreement will be allowed during the currency of the contract. However, difficulties, if any, experienced while implementing/ execution of the contract, the same can be addressed with the approval of the Business Head, OMDC.

14. ASSIGNMENT:

The work order under this Tender Notice is not assignable or transferable in full or in part by either party.

15. LAWS GOVERNING THE WORK ORDER:

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

15.2 Chapter-I, Chapter-II and Chapter-III will be integral parts of the tender document/agreement.

16. LEGAL CAPACITY OF THE TENDERER:

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

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

17. ARBITRATION:

Any dispute or difference under or arising out of or in respect of the work order shall be referred to the Director of the OMDC Ltd., AG-104, Sector -II, Salt Lake, Calcutta -700091 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act, 1996 & rule made there under as amended from time to time. In the event of failure to settle the dispute through arbitration, either party can refer the dispute to the court of Law. In that case the jurisdiction of court shall be High court, Cuttack only.

18. COUNTER OFFER:

Any offer of the agency(s) which stipulates deviations from the terms & condition stipulated in the tender schedule will be treated as counter offer and may be liable for rejection.

19. OTHER CONDITIONS:

- (i) Interested Parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.
- (ii) The Agency shall have to make his own arrangement for traveling, boarding, lodging etc. to the Site including visit to the connecting office.
- (iii) The Company (OMDC) shall not provide any accommodation to the agency.
- (iv) No advance payment to the agency will be entertained by OMDC.
- (v) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (vi) In case, the agency declines to take up the work or fails to cope up with the progress of work, OMDC reserves the right to terminate the contract and forfeit the earnest money of the agency and the cost of the work he/she would have done by that time and work may be rescinded.

**Sd/-
BUSINESS HEAD**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
AT/P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 06767-276110, 275218, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II,
Salt Lake City, Kolkata-700091

Annexure-I

PART-I

TECHNO-COMMERCIAL BID: CHECK LIST

TENDER NOTICE NO: OMD/G&E/08/2016-17

DATE: 16/03/2017

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
Please tick (√) mark as applicable		Enclosed	Not Enclosed
3	Cost of Tender document for Rs. _____/-		
4	EMD of Rs. _____/-		
5	Documents in support of Experience.		
6	Undertaking for non black listed/debarred by any PUSU or OMDC		
7	Income Tax, PAN Card.		

CERTIFICATE TO BE GIVEN BY THE BIDDER :

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC.

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

UNDERTAKING

To

The Business Head,
The Orissa Minerals Development Company Limited,
Thakurani, Barbil,
Keonjhar (Orissa)

Dear Sir/Madam,

Sub: _____

TENDER NOTICE NO: **OMD/ G&E/08/2016-17**

Dtd. 16/03/2017

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

I/We, 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 deposited with the company.

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

I/We enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL & DATE

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
AT/P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275777, 276110, 275405
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II,
Salt Lake City, Kolkata-700091

Annexure-III

PART- II

PRICE BID

Ref: TENDER NOTICE NO: OMD/G&E/08/2016-17

DATE: 16/03/2017

Sl. No	<u>DESCRIPTION OF WORK</u>	Price (Rs) (Inclusive of all taxes and duties) Excluding service tax
1.	Preparation of Ground Water Management Plan alongwith Ground Water Quality Analysis Report, Rain Water Harvesting Proposal, Flow Chart of Water Balance, Effluent Discharge Treatment Plan etc. and submission of Online application thereupon with due recommendation of SPCB, Odisha and obtaining approval/NOC from the Central Ground Water Authority/Board, Ministry of Water Resources, River Development and Ganga Rejuvenation for abstract & use in respect of our 06 (Six) Mining Leases.	Total: Rs./- (Rupees _____) only for Six Mining Leases. @ Rs......./- (Rupees _____) Per Mining Lease.

N.B: (i) Service tax will be paid by OMDC as applicable.

(ii) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation

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