

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City,
Kolkata-700091

CHAPTER - I

TENDER NOTICE

Sealed Tenders are invited for engagement of Registrar & Share Transfer Agent for a period of two years w.e.f 23.05.2018.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	BGC/Enq/HO/Printing/05-2018, Dated :23/05/2018
2.	Name of the Work	TENDER FOR ENGAGEMENT OF REGISTRAR & SHARE TRANSFER AGENT FOR THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), THE BISRA STONE LIME COMPANY LIMITED (BSLC) AND EASTERN INVESTMENTS LIMITED (EIL).
3.	Availability of Tender Documents	Web site: www.birdgroup.co.in , & CPP portals
4.	Date of Issue of Bid Documents	On 23/05/2018 to 11/06/2018 up to 12.00 Noon (Only Working days)
5.	Date of Submission of Bid Documents	Up to 11/06/2018 by 3.00 P.M
6.	Date of Opening of Technical Bid	On 11/06/2018 at 4.00 P.M
7.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
8.	Period of Contract	02 (two) years
9.	Validity Period of Bid	90 (Ninety) calendar days.

INTRODUCTION

Eastern Investments Limited (EIL), The Orissa Minerals Development Company Limited (OMDC) and The Bisra Stone Lime Company Limited (BSLC) are Central Public Sector Undertakings (CPSUs). OMDC and BSLC are mining companies. EIL is a Non Banking Finance Company (NBFC).

EIL is the holding company of OMDC and BSLC. All these three companies are listed companies. EIL & BSLC are listed at Calcutta Stock Exchange. OMDC is listed at National Stock Exchange, Calcutta Stock Exchange and got trading permission under permitted category at Bombay Stock Exchange. Number of shareholders of EIL, OMDC & BSLC as on date are 1500, 18719 and 148 respectively out of which physical holding of EIL, OMDC and

BSLC are 685, 138 and 128 respectively and demat holding of EIL, OMDC and BSLC are 815, 18,581 and 20 respectively . The paid up share capital of EIL, OMDC and BSLC are 14,44,387 of Rs. 10 each, 60,00,000 equity shares of Rs. 1 each and 8,72,86,252 of Rs. 10 each. OMDC is paying dividend for last 13 years and EIL is paying dividend for last 10 years. BSLC has not declared any dividend since 1979-1980.

The tender documents can also be downloaded from our website www.birdgroup.co.in .

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.

CHAPTER- II

1. SCOPE OF WORK

a) GENERAL

1. Updating and maintenance of Index and Register of Members.
2. Registration of Change of Address, E-Mail ID, Nomination, ECS etc.
3. Registration of documents viz. Power of Attorney, Succession Certificate, Death Certificate etc.
4. Correspondences with Company Investors, SEBI, Stock Exchanges, IT Department, ROC, RBI and other Regulatory Authorities and Advocates on Disputed/Litigated shares and other relevant matters pertaining to transfer, transmission, issue of duplicate share certificates, demat related correspondences, etc.
5. Correspondences relating to share matters those routed through SEBI, Stock Exchange, Depositories -NSDL, CDSL, Ministry of Corporate Affairs, Registrar of Companies, IT Department etc. which are quite frequent due to repetitive nature of the complaints.
6. Attending Physical General Meetings (including meeting conducted through video-conferencing) and preparing list of members and proxies present at the meeting, conducting poll at AGMs/EGMs and other relevant matters connected therewith.
7. Preparation of Annual Return and also other returns as and when necessary under Companies Act, 2013.
8. Compliance of RBI Rules and Regulations, as and when required.
9. Complying with all requirements of the Companies Act, 2013 and Rules made there under to the extent they are relevant.
10. All the specific & general activities in accordance with the guidelines of SEBI as mentioned in their approved format of Agreement entered into between the Company and its Registrars & Share Transfer Agents.
11. Quarterly Report to SEBI.
12. Generation and safe keeping of the Documents/Registers as per the guidelines of Statutory Authorities.
13. Conducting e-Voting through NSDL/ CDSL.
14. Regular reply to Shareholders grievances registered at SCORES.
15. Records pertaining to Investors Complaints/Queries.
16. Verification and confirmation of documents for submission to the Internal Share Transfer Committee of the company for approval in pursuance to Transfer/Transmission/Issue of fresh Share Certificates consequent upon Subdivision/Consolidation/Renewal/Duplicate Issue/Remat etc.
17. Preparation of Magnetic Tapes containing details of all shareholders and other related activities.
18. Preparation and furnishing of monthly shareholding pattern of the Company.
19. In case any request for transfer, transmission, issue of duplicate share certificate is received from the shareholder, RTA is responsible to check the legality of the respective case by requiring the shareholders to submit necessary legal documents.
20. Reply to Courts/ Consumer Forum/ Advocates etc on behalf of the company.

21. Handling of Split, Bonus related jobs as and when the situation arises.
22. Handling of Merger related job as and when the situation arises.

b) DIVIDEND

1. Liaison with the Company/Bank/Printer for preparation of Art Work of the Dividend Warrant.
2. Preparation of list of dividend which are required to be retained for various reason viz. legal cases, stop transfer, disputed ownership, transmission etc.
- 3 Segregation of shareholders according to payment mode i.e. Foreign Remittance, NECS, RTGS, NEFT, SWIFT, Demand Draft and Regular Dividend Warrants.
4. Preparation and submission of soft copies of the distributable dividend separately segregated as per payment mode.
5. Printing and dispatch of Dividend Warrants.
6. Printing and dispatch of intimation letters to the shareholders for payment of dividend through different electronic modes. (NECS, NEFT, RTGS, SWIFT).
7. Issue of Demand Drafts in lieu of stale/lost Dividend Warrants.
8. To maintain blank MICR Stationery Register.
9. Correspondence with shareholders relating to dividend matter.
10. Periodical reconciliation of all live dividend accounts after obtaining the Balance Certificates and relevant Paid-Unpaid data from the banks.
- 11 Issue of notices to the shareholders regarding un-claimed dividend. (generally once a year).
12. Closure of the dividend account (on completion of statutory tenure) and comply with all formalities for transfer of the unclaimed amount to Investor Education and Protection Fund.
13. Filing of Form with ROC pursuant to compliance of Investor Education and Protection Fund(Uploading of information regarding unpaid and unclaimed amounts lying with Companies) Amendment Rules, 2014.
- 14 Filing of Form with ROC in relation to Dividend payment under the new Companies Act, 2013.

c) COMPLIANCES

(a) All required Statutory compliances and audits in terms of relevant Act, Laws, Rules & Regulations, Guidelines etc. of concerned Statutory Authorities viz. SEBI, Stock Exchange, ROC etc.

(b) Any other formalities which are in the domain of the RTA and are required to be complied with as directed by various Statutory Bodies should be taken care of by the RTA, in addition to the generalized points referred to point no:1-22, which are illustrative in nature and not exhaustive.

Quarterly, Monthly and Weekly Compliance

1. Statement showing status of Demat & physical shares for each quarter.
2. Status of complaint of shareholders pending and redressed at the end of each quarter.
3. Shareholding Pattern for each quarter
4. Weekly shareholding for Top 50 shareholders.
5. Weekly list of shareholders holding 1% and more shares.

6. Weekly statement showing status of Demat & physical shares.
7. Monthly statement showing high and low share price of the company traded at NSE, BSE and CSE.
8. List of Foreign shareholders as and when required.
9. List of Top 10 & Top 50 shareholders of the company.

d) DEPOSITORY RELATED ACTIVITIES

1. Demat Request Processing.
2. Remat Request Processing
3. Specific requirements to be complied with relating to Corporate Benefits and Book Closure
4. Inter-Depository Transfer
5. Reconciliation at Back Office
6. Corporate Actions
7. Compliance of all guidelines, laws, statutes, business laws.

2. PERIOD OF CONTRACT

The period of engagement will be for a period of two year from the date of issue of LoI/Work Order/Agreement. However the contract period is extendable for a further period of one year at the same rates and terms & conditions on satisfactory completion of job. However, the extension will be at the sole discretion of the Company.

3. DATE OF COMMENCEMENT OF WORK

It may be mentioned in the Letter of Intent/Work order/Agreement.

4. EARNEST MONEY DEPOSIT (EMD):

The bidder is required to deposit an amount of Rs. 2000/- (Rupees Two thousand only) for OMD, Rs. 1000/- (Rupees One Thousand Only) for EIL & Rs. 500/- (Rupees five hundred only) for BSLC towards Earnest Money Deposit (EMD) in the form of /Demand Draft Pay Order /Bank Guarantee (BG) in favor of "The Orissa Minerals Development Company Limited", "Eastern Investments Limited"& "The Bisra Stone Lime Company Limited" respectively payable at Kolkata from any of the Nationalised Banks or Schedule Banks in India. In case the Bank Guarantee is issued outside Kolkata, the same shall be routed through their branch at Kolkata and enforceable at Kolkata. The pro-forma for the BG is attached at Annexure-III. The BG shall be valid up to 7 months from the date of the opening of the Part-I i.e. Technical bid.

The EMD will be refunded to the unsuccessful Bidders within one month after opening of the Price bid / Finalisation of the tender, whichever is later. The EMD of successful bidder will be converted into Security Deposit. No interest on the Earnest Money Deposit shall be paid.

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 bid. The NSIC, MSME, SSI are exempted from submission of Earnest Money Deposit subject to registered for the

particular trade/item, for which this Tender is relevant.

5. SECURITY DEPOSIT (SD):

EMD of successful bidder will be converted into Security Deposit and @ 5% will be deducted as security deposit from the running bill. The security deposit shall be refunded to the agency within 30 days from the date of completion/termination of contract on production of certificate from the Company Secretary that the agency has satisfactorily performed his obligation, whatsoever under this contract.

6. ELIGIBILITY CONDITION

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

- 1) Category I registration with SEBI.
- 2) The firm shall have experience in the field of Registrar & Share Transfer work during last 10 preceding years ending on 23.05.2018 (copy of work order/ work completion certificate to be submitted).
- 3) Shares of at least 40 clients must be listed in BSE/NSE.
- 4) The firm/company must have three clients having control of one lakh shareholders or more as on 31.03.2018.
- 5) The firm/company must have three Govt./PSU Clients as on 31.03.2018 (furnish names of the Clients).
- 6) Company/Firm should have online connectivity with NSDL/ CDSL.
- 7) Must have Office at Kolkata and share transfer and processing should be from Kolkata office.
- 8) No disciplinary/penal action should have been initiated /contemplated/pending which have/may lead to suspension of business of the company/firm by SEBI and/or any other Regulatory Authorities. The company/firm will have to submit written undertaking to this effect.
- 9) No investigation/proceedings / adjudications are pending against the Company and/or any of its Promoters/ Directors/CEO.
- 10) Has not been debarred from functioning by any statutory/regulatory authority at any point of time.
- 11) There should not be any appeal /unresolved dispute/suit/case pending in India or abroad regarding the existence of the business/ their right to handle RTA services. The company/firm will have to submit written undertaking to this effect.
- 12) No history of any strike, closure, employee unrest (if there is any in the past, give full details).
- 13) The average financial annual turnover should be at least Rs. 25 lacs during the last three financial years ending 31.03.2017. Copy of Balance Sheet & Profit & Loss A/c or Income tax Return to be submitted towards proof of the annual turnover.
- 14) Copy of PAN and GST Number.
- 15) Earnest Money Deposit (EMD) of Rs.2000/- for OMDC, Rs.1000/- for EIL & Rs. 500/- for BSLC only in shape of Demand Draft/Pay order/ /Bank Guarantee drawn on any nationalised bank favouring "The Orissa Minerals Development Company Limited", "Eastern Investments Limited" & "The Bisra Stone Lime Company Limited" payable at Kolkata.

- 16) Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure-I, attached herewith Undertaking in the Bidder's letter head to the effect that the bidder has not been blacklisted / debarred by any PSU or OMDC/BSLC/EIL at any point of time as per Annexure-II attached herewith.
- 17) Details of Office Infrastructure.
- 18) Document relating to Status of the bidder in form of the following
 - Memorandum & Article of association in case of a Limited Company
 - Registered Partnership Deed in case of partnership firm
 - An affidavit in case of a Proprietorship firm

7. EVALUATION

- (i) The Part-I Techno Commercial Bid: Bidders, who will submit all the documents as per eligibility criteria of Chapter-II will be considered as technically qualified and may be considered for opening of Part-II i.e. Price Bid.
- (ii) The bidders are required to quote their price both in figures & words in the PRICE BID format enclosed as Annexure-IV of the Tender Schedule (Part-II). The bidders are required to quote their Total price (Exclusive of GST). Price Bids of the bidders, 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.
- (iii) **The L-1 bidder will be evaluated on the basis of lowest quoted Total Price mentioned in the Price Bid.**
- (iv) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

8. PAYMENT TERMS

Payment shall be made after receipt of bill on actual. No advance payment is made.

9. SCHEDULE OF PAYMENTS

Within 30 days from the date of submission of bill.

10. TAX DEDUCTION AT SOURCES

Income tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and /or any other relevant Act from the gross value of each bill.

11. PENALTY

In case of any negligence or deficiencies in the services or non- adherence of the scope of work mentioned in Chapter-II, Clause-1 of the tender document, RTA shall be liable for payment at such penalty amount as may be levied and considered reasonable by the company. Also the earnest money and security deposit amount will be forfeited in case of any negligence or deficiencies in the services.

**SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City,
Kolkata-700091

CHAPTER- III

1. DEFINATIONS:

- 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 techno-commercial and price bid) submitted by the bidder for consideration of OMDC/BSLC/EIL.
- 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) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- 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) **BSLC:** BSLC means “The Bisra Stone Lime 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.
- j) **EIL:** EIL means Eastern Investments 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.
- k) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.

2. TENDER SUBMISSION

The bidder shall submit the Tender in 2 (two) parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed

with the Tender Notice Number. The instruments of Earnest Money Deposit is to be put in a separate envelope duly sealed and super scribed with the word "Earnest Money Deposit.

All the 3 (three) envelopes containing Part - I, Part - II, Earnest Money shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Company Secretary, OMDC/ EIL/BSLC., AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091 .

Tender not submitted with Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the Company Secretary, OMDC/EIL/BSLC, AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091.

However, OMDC/BSLC /EIL/ shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. Tenders will be received up to 3:00 P.M. on 11.06.2018 and will be opened on 11.06.2018 at 4.00 P.M. in the presence of bidders or their authorized representatives.

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

Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT. OMDC/BSLC/EIL reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

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

3. OPENING OF TENDER

Part- I, i.e. Techno/Commercial Bid shall be opened in the presence of the bidders or their authorized representative on **11/06/2018 at 4.00 pm.**

Part- II i.e. Price Bid of the Bidders, whose Techno/Commercial Bid are found acceptable afterwards on a suitable date, which will be intimated to the bidders in due course through letter/fax/telephone.

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

4. VALIDITY

The price quoted by the bidder shall remain valid for a period of 90 days from the date of submission of the tender.

5. FORCE MAJEURE CLAUSE:

(a) If at any time during the existence of this W.O./LOI either party is unable to perform whole or in part any obligation under the Contract or delays the performance under the Contract owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes; OMDC and/or the Agency shall be relieved of the responsibility for performance of the Contract as per *para* (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2 (Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in *para* (a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract.

(c) Either party shall be relieved of the responsibility of performance of the W.O. /LOI to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

(d) In the event that the duration of the postponement of the Contract mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

6. 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).

7. EXIT CLAUSE :

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

8. GENERAL CONDITIONS

1. This agreement is entered into on a principal to principal basis.
2. Individual, Partnership Firm or Company shall in no case, sub contract / assigned the services, which it is required to perform under this agreement, assigned to any other agency or person prior written permission from the OMDC/BSLC/EIL.

3. The rates in the Tender shall cover all statutory duties / taxes / levies, as applicable on date of opening of the Tender, excluding Service Tax.
4. Any request from the bidder in respect of additions, alternations, modifications, corrections etc. in either terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances.
5. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaints in this regard after submission of offers shall not be entertained.
6. Acceptance of Tender will be intimated to the successful bidder by a Letter of Acceptance (LOA) to be followed by the Agreement.
7. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
8. The bidder will have to seal and sign all the pages of Tender documents as token of its acceptance.
9. The work shall have to be executed as per the programme and in consultation of concerned officer-in-charge.
10. OMDC/BSLC/EIL reserves the right to accept or reject any or all tenders without assigning any reason thereof.
11. The Company reserves the right to foreclose the contract without assigning any reason whatsoever by giving one month notice.

9. ARBRITATION

Any dispute or difference under or arising out of or in respect of the Agreement/ Accepted Contract may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata- 700 091 and his decision in the matter will be final and binding on the party and the Company. The arbitration shall be carried out as per Arbitration Act, 1996 and rules made there under as amended from time to time.

NOTE The Court of Barasat North 24 PGS & High Court, Calcutta will have the jurisdiction to address any unsettled dispute; venue of the arbitration shall be Kolkata. Submission of your offer is tantamount to your agreeing to the terms and conditions laid down herein.

10. RISK PURCHASE

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

SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-
700091

Annexure-I

DECLARATION BY THE TENDERER

To
The Company Secretary,
The Orissa Minerals Dev. Co. Ltd.

Tender Notice No.: BGC/Enq/HO/Printing/05-2018

Dated: 23/05/2018

Sub: Engagement of Registrar & Share Transfer Agent of OMDC, EIL, BSLC

Dear Sir/ Madam,

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/BSLC/EIL.

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

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-
700091

Annexure-II

UNDERTAKING

To
The Company Secretary,
The Orissa Minerals Development
Company Limited,

TENDER NOTICE NO: BGC/Enq/HO/Printing/05-2018, DATE: 23/05/2018

Dear Sir/Madam

Sub: Engagement of Registrar & Share Transfer Agent of OMDC, EIL, BSLC

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/BSLC/EIL at any time.

I/We enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF THE BIDDER

WITH SEAL & DATE

PRO-FORMA 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 Company Secretary
The Orissa Minerals Development Company Limited,

Dear Madam,

In accordance with your invitation to Tender Notice 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 up to _____ 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.

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

In witness where of the Bank, through its banker has set its hand and stamp on this _____ 2018.

WITENESS

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS:

DESIGNATION WITH BANK

DATE:

**THE ORISSA MINERALS DEVELOPMENT COMPANY
LIMITED**
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt
Lake City, Kolkata-700091

PART- II**(PRICE BID)****Ref: TENDER NOTICE NO : BGC/Enq/HO/Printing/05-2018****Dated :23/05/2018**

Sub: TENDER FOR ENGAGEMENT OF REGISTRAR & SHARE TRANSFER AGENT FOR THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), THE BISRA STONE LIME COMPANY LIMITED (BSLC) AND EASTERN INVESTMENTS LIMITED (EIL).

Sl. No.	Rates for EIL (in Rs.) (A = A1+A2)		Rates for OMDC (in Rs.) (B=B1+B2)		Rates for BSLC (in Rs.) (C=C1+C2)		TOTAL (in Rs.)	TOTAL (in Rs.)
1.	Fees per quarter (A1)	Out of pocket expenses per quarter (A2)	Fees per quarter (B1)	Out of pocket expenses per quarter (B2)	Fees per quarter (C1)	Out of pocket expenses per quarter (C2)	TOTAL (in Rs.) (A+B+C) (in figure)	(A+B+C) (in word)

Note:

- The rates, so indicative have to be **exclusive of GST**.
- The L-1 bidder will be evaluated on the basis of lowest quoted total Price mentioned in the Price Bid.
- The rates are to be quoted in figure and in word.
 - In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation

Signature of the Tenderer / Authorized Signatory

Name and Designation

Seal: