

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Subsidiary of M/s Rashtriya Ispat Nigam Limited
Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091



**TENDER DOCUMENT FOR ENGAGEMENT OF AGENCY FOR PREPARATION
OF PROJECT ADVISORY AND FINANCIAL FEASIBILITY FOR ORISSA
MINERALS DEVELOPMENT COMPANY LIMITED.**

TENDER NO. OMDC/FIN/PROJ/18-19/01

Dated: 28.12.2018

Name & Address of the Bidder : _____

Instrument No.....

Dated...../...../20.....

Cost of Tender Paper: Rs.1,180.00 (Rupees One Thousand One Hundred Eighty only)

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Subsidiary of M/s Rashtriya Ispat Nigam Limited
Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

TENDER NOTICE

Tender Notice No.: OMDC/FIN/PROJ/18-19/01

Dated: 28.12.2018

Sealed tenders in prescribed format are invited for Engagement of Agency for preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd.

TENDER NOTICE NO. & DATE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
OMDC/FIN/PROJ/18-19/01 Dated: 28.12.2018	TENDER DOCUMENT FOR ENGAGEMENT OF AGENCY FOR PREPARATION OF PROJECT ADVISORY AND FINANCIAL FEASIBILITY FOR ORISSA MINERALS DEVELOPMENT COMPANY LIMITED.	07.01.2019 upto 3.00 P.M.

The Tender documents can be obtained from the office of GM (Fin.), The O. M. D. Co. Ltd., 2nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB) on payment of Rs. 1,180.00 (Rupees One Thousand One Hundred Eighty only) in cash or in form of Demand Draft drawn on any Nationalised Bank favouring “The O. M. D. Co. Ltd.” payable at Kolkata.

Alternatively, the tender documents can also be downloaded from our official 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 website only.

Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

Sd/-
General Manager (Fin.)

CHAPTER – I
NOTICE INVITING TENDER

Tender Notice No.: OMDC/FIN/PROJ/18-19/01

Dated: 28.12.2018

Sealed Tenders in prescribed format are invited from the experienced agencies for Engagement of Agency for preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd.

INFORMATION TO BIDDERS:

Interested bidders may obtain further information from the office of the “General Manager (Fin.), The O. M. D. Co. Ltd., 2nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB).

“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 Bids.”

1. BIDDING DOCUMENTS:

- a) A complete set of bidding documents may be purchased by interested agency (s) from:

The office of the “General Manager (Fin.), The O. M. D. Co. Ltd., 2nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB)”.

On submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., e-mail address & Name of the Contact Person along with cost, Bidding Document will be available for sale on all working days from **28.12.2018 to 07.01.2019** against Demand Draft, Pay Order or Banker’s Cheque in favour of “ The Orissa Minerals Development Company Limited” payable at par at Kolkata).

- b) The Cost of Bidding Document is Rs. 1,180.00 (INR Rupees One Thousand One Hundred Eighty only).
- c) Entire Bidding documents along with detailed Tender Schedule are available on the OMDC website i.e. www.birdgroup.co.in & CPP Portal. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

The bidder shall download the “Bidding Document” available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from OMDC website www.birdgroup.co.in & CPP Portal bidder shall submit fee towards cost of the

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in bidding Documents. For bidders downloading from OMDC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of "THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED" AND PAYABLE AT Kolkata.

2. PRE BID CONSULTATION:

The bidders are free to join Pre-bid consultation to be held on 02.01.2019 at 3.00 P.M. in the office of the "General Manager (Fin.), The O. M. D. Co. Ltd., 2nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB) for clarifying doubts / seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the Company's website within 03.01.2019 before the opening of the bid.

3. SALIENT FEATURES OF THE BIDS:

Sl. No.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	Tender Notice No.: OMDC/FIN/PROJ/18-19/01 Dated: 28.12.2018
2.	Name of the Work	Engagement of Agency for preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd.
3.	Cost of Bid Document	INR Rs. 1,180.00 (Indian Rupees One Thousand One Hundred Eighty Only)
4.	Bid Security (Earnest Money Deposit)	Rs.50,000 (Rupees Fifty Thousand only) The amount of earnest Money shall be deposited by way of Banker's Cheque / Demand Draft / Pay Order payable to "The Orissa Minerals Development Company Limited" at Kolkata. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD / Bid Security.
5.	Availability of Tender Documents	The office of the "General Manager (Fin.), The O. M. D. Co. Ltd., 2 nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB).
6.	Place & Time of Pre Bid Consultation	02.01.2019 at 3.00 P.M. in the office of the "General Manager (Fin.), The O. M. D. Co. Ltd., 2 nd Floor, AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata – 700 091 (WB).
7.	Date of issue of Bid Documents	28.12.2018

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

8.	Date of Submission of Bid Documents	07.01.2019 upto 3.00 P.M.
9.	Date of Opening of Technical Bid	07.01.2019 at 3.30 P.M.
10.	Date of Opening of Price Bid	To be intimated later.
11.	Period of Contract	30 days from issue of Work Order
12.	Validity Period of Bid	90 Days from the date of opening of Techno-Commercial Bid

General Manager (Fin.)

CHAPTER – II

Tender Notice No.: OMDC/FIN/PROJ/18-19/01

Dated: 28.12.2018

Back Ground:

The Orissa Minerals Development Company Limited (OMDC) was incorporated on 16th August, 1918. It was Nationalized by Government of India through the Bird & Company Ltd (Acquisition and Transfer of undertaking and other properties) Act, 1980(Act No: 67 of 1980) in the year 1980. It became a Schedule-B PSU w.e.f 19th March, 2010 and a subsidiary of EIL, which also became PSU on 19th March 2010. Eastern Investment Limited (EIL) became a subsidiary of RINL (Rashtriya Ispat Nigam Limited) on 5th January, 2011, so OMDC is also a subsidiary company of RINL. The authorized as well as paid up share capital of the company is Rs. 0.60 Crores having 60,00,000 shares of Rs. 1 each. The company is listed at Calcutta Stock Exchange (CSE), National Stock Exchange (NSE) and got trading permission to trade under permitted category in the Bombay Stock Exchange (BSE). OMDC operates six Iron Ore and Manganese Ore mining leases at Barbil in the district of Keonjhar, Odisha. The leases are Dalki Manganese Mines, Kolha Roida Iron & Manganese mines, Thakurani Iron & Manganese Mines, Belkundi Iron & Manganese Mines, Bariaburu Iron Mines and Bhadrasai Iron & Manganese Mines. The lease rights of all the six mines have expired and the six mines are inoperative for want of Statutory Clearances, for which necessary actions is taken by the company to start mining. The company is meeting its expenses from the interest earnings. The mines of OMDC together have an estimated reserve of about 206 million tonnes of Iron Ore and 44 million tonnes of Manganese Ore.

1. SCOPE OF WORKS:

Preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd. The Agency will review of the Project by means of analyzing the Technical and Commercial profile including examination of information, review of the Project on the various aspects such as Techno-economic viability, Commercial Viability etc. from the perspective of OMDC's requirement and also from the perspective of potential lender regarding the feasibility / bank ability of the project.

The Agency would assist the client in developing a detailed financial model to represent the base case financial indicators from the lenders perspective. The financial model will be developed incorporating projected balance sheet, income statements, sources and the uses of funds, debt service schedule, tax and depreciation schedules and any key ratios. A sensitivity analysis will be performed to assess the sensitivity of the base case projection to key macroeconomics and

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

operating variables which would give rise to various financial options. The robustness of the project economics will determine the level of Client's support and contractual provision that will be acceptable to the potential financiers / lenders.

2. CONTRACT PERIOD:

The work should be completed within 30 days from the date of issue of work order.

3. DATE OF COMMENCEMENT OF JOB: Immediately after issue of work order.

4. EARNEST MONEY DEPOSIT: Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only) in shape of Demand Draft/Pay Order drawn on any Scheduled/Nationalized Bank in favour of "The Orissa Minerals Development Co. Ltd." Payable at Kolkata. 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 30 (Thirty) days from the date of completion of the job.

Earnest money of the unsuccessful bidder will be refunded after finalization of the tender which will be duly intimated.

The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit provided they submit a letter requesting for exemption from submission of EMD along with the offer. The Small Scale Industries who are registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC), are exempted from submission of Earnest Money Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" in lieu of security deposit. The Small Scale Industries who are registered for the particular trade/item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their provisional/ temporary registration and not registered for the particular trade/Item for which tender is being invited would not be eligible for exemption.

5. SECURITY DEPOSIT (SD): EMD converted to security deposit which will be released within 30 (thirty) days after completion of the work. 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.

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:

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

- a. Having experience of 05 years of Project Advisory and Financial Feasibility work of which 2 years experience of PSU Companies during last 7 years ending 31.12.2018. Work order/ job completion certificate in support of experience to be submitted.
- b. Average Financial Annual Turnover during the last three financial years. (i.e. 2015-16, 2016-17 and 2017-18) ending 31.03.2018 should be at least Rs. 1.00 Crore, Copy of P/L account, Balance Sheet to be submitted towards proof of Average Financial Annual Turnover.
- c. EMD and Tender document cost.
- d. Copy of PAN Card and GST Registration No.
- e. Status of the firm should be submitted as under:-
 - i. Partnership Deed in case of a Partnership firm.
 - ii. Memorandum & Articles of Associations in case of a Limited Company.
 - iii. Proprietorship certificate in case of proprietorship firm.
 - iv. In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder: a) The bidder should furnish a valid Consortium Agreement between the bidder and the consortium partner that fully meets the qualifying requirements. b) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OMDC for any and all obligations and responsibilities arising out of this contract.
- f. A declaration is to be submitted that the bidder has carefully read all tender terms & conditions of the tender document as per annexure- I.
- g. An undertaking to be submitted in Bidder's Letter Head that the bidder is not blacklisted by any PSU/ Govt. Organisation & OMDC at any point of time as per annexure- II.

7. EVALUATION OF THE BIDS:

- The Part-I Techno Commercial Bid: Parties, who will fulfil all requisite conditions of eligibility criteria of Chapter-II of this document will be considered as technically qualified and may be considered for opening Part-II i.e. Price Bid.
- 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 GST).
- 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.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

- The L-1 bidder will be evaluated on the basis of lowest quoted Price mentioned in the Price Bid.
- 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:

- The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 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.
- OMDC also reserves the right not to accept the lowest offer (L-1).
- Award of contract shall be made at the absolute discretion of OMDC.
- The agency should submit the performance guarantee in case of very low quoted Rate.

9. SUBMISSION OF BILLS: Bill in triplicate along with the Project Advisory and Financial Feasibility Report will be submitted to GM (Finance), OMDC.

10. PAYMENTS TERMS:

- All payments shall be made through e-payment.
- Payment in full will be made within 30 days after submission of final Project Advisory and Financial Feasibility Report in line with the Scope of Work as defined earlier.

11. 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.

12. PENALTY: 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:

- Cancellation of Work Order.
- Forfeiture of Earnest Money / Security Deposit.
- Recovery of extra cost incurred by the company for getting the work done through other sources.
- Blacklisting of the Bidder.

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

- In the event of agency's failure to carry out the assigned job within the stipulated period, OMDC will have the right to impose penalty @ Rs.1,000/- per day for delay subject to a ceiling of 10% of the contract price.
- However, if delay is for reasons attributable to the Owner, suitable extension of time will be granted.

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. Minerals 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 Minerals Development Company Limited".
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, GST and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.

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 ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

The instruments of Earnest Money Deposit & Cost of Tender document are to be put in a separate envelope duly sealed and super scribed with the word “Earnest Money Deposit & Cost of Tender Document”.

All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in 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 General Manager (Finance) of The Orissa Minerals Development Company Limited, Head Office, Kolkata.

Tender not submitted with Cost of tender Paper, EMD, 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 General Manager (Finance) of The Orissa Minerals Development Company Limited, Head Office, Kolkata. However, OMDC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. Tenders will be received up to **3.00 P.M. on 07.01.2019** and will be opened on the same day at 3.30 P.M. in the presence of bidders or their authorized representatives.

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

Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT. OMDC 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 **07.01.2019 at 3.30 P.M.**

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course through Letter/Fax/Telephone/e-mail.

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

4. VALIDITY: 90 Days from the date of opening of Techno- Commercial bid of the tender.

5. 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.

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

6. 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.

7. FORCE MAJEURE CLAUSE: If, at any time, during the currency of this contract, the performance in whole or in part, by either party, of any obligation under this contract, shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemic, quarantine restrictions, Acts of State or other Acts of God, hereinafter referred to as eventualities, then, provided notice of the happenings of any such eventuality is given by either party to the other, within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance and work under this contract shall resume as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Employer as to whether the work has to be resumed shall be final and conclusive.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of *force - majeure* lasting continuously for a period of at least three months, the two parties should consult each other regarding further implementation of the contract, provided always, that if no mutually satisfactory arrangement is arrived at, within a period of a month, from the expiry of three months referred to above, the contract shall be deemed to have expired at the end of the said 4th month referred to above, in which event the liability under the contract shall be settled taking into consideration the work carried out by the Contractor upto the expiry date without prejudice to the rights of Employer arising prior to the expiry date.

8. 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.

9. 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 MD, OMDC.

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

11. LAWS GOVERNING THE WORK ORDER: The Work Order shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time. Chapter-I, Chapter-II and Chapter-III will be integral part of the tender document/agreement.

12. 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

**THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Subsidiary of M/s Rashtriya Ispat Nigam Limited

Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

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.

13. ARBITRATION: Any dispute or difference under or arising out of or in respect of the work order shall be referred to the Managing 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 Kolkata only.

14. 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.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Subsidiary of M/s Rashtriya Ispat Nigam Limited
Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

Annexure-I

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.

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 Ltd.

SIGNATURE OF BIDDER WITH DATE & SEAL

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Subsidiary of M/s Rashtriya Ispat Nigam Limited
Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

Annexure-II

DECLARATION BY THE BIDDER

To
The General Manager (Finance)
The OMDC Limited,
AG-104, Sourav Abasan, 2nd Floor,
Sector-II, Salt Lake City,
Kolkata-700091

Sub : Tender for Engagement of Agency for preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd.

Ref.: Tender Notice No.: OMDC/FIN/PROJ/18-19/01 Dated: 28.12.2018

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. I/We also undertake that I/we have not been blacklisted by any PSU or debarred by any PSU/ Govt. Organisation & OMDC at any time. .

Yours faithfully,
SIGNATURE OF TBIDDER WITH DATE & SEAL

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Subsidiary of M/s Rashtriya Ispat Nigam Limited
Regd. Office: Sourav Abasan. 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata – 700091

Annexure-III

Part II
PRICE BID

Sub- Tender for Engagement of Agency for preparation of Project Advisory and Financial Feasibility for M/s Orissa Minerals Development Co. Ltd.

Ref.- Tender Notice No.: OMDC/FIN/PROJ/18-19/01

Dated: 28.12.2018

Particulars	Price in Rs. (In Figure) excluding GST	Price in Rs. (In Words) excluding GST
Preparation of Project Advisory and Financial Feasibility Report		

Note

- The L-1 bidder will be evaluated on the basis of lowest quoted rate in the Price Bid at Part-II, Annexure-III exclusive of applicable GST.
- The price should be exclusive of applicable GST, which will be paid by OMDC on submission of proof towards payment of GST.
- In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.