

**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 Secretarial Auditor for the purpose of Secretarial Audit in EIL, OMDC & BSLC for financial year 2018-19”.

SALIENT FEATURES OF THE BID:

| Sl. | Particulars | Detailed of Tender |
|-----|-------------------------------------|--|
| 1. | Bid Enquiry No. | BGC/Enq/HO/Secretarial Auditor/07-2018, Dated :05/07/2018 |
| 2. | Name of the Work | TENDER FOR ENGAGEMENT OF SECRETARIAL AUDITORS FOR EASTERN INVESTMENTS LIMITED (EIL), THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), THE BISRA STONE LIME COMPANY LIMITED (BSLC) |
| 3. | Availability of Tender Documents | Web site: www.birdgroup.co.in , & CPP portals |
| 4. | Date of Issue of Bid Documents | On 05/07/2018 to 20/07/2018 up to 12.00 Noon (Only Working days) |
| 5. | Date of Submission of Bid Documents | Up to 20/07/2018 by 3.00 P.M |
| 6. | Date of Opening of Technical Bid | On 20/07/2018 at 4.00 P.M |
| 7. | Date of Opening of Price Bid | To be intimated later on after technical evaluation |
| 8. | Period of Contract | 01 (One) year |
| 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.

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CHAPTER- II

1. SCOPE OF WORK

Every listed company and every public company having a paid-up share capital of fifty crore rupees or more, or every public company having a turnover of two hundred fifty crore rupees or more shall annex with its Board's report made in terms of sub-section (3) of section 134, a secretarial audit report, given by a company secretary in practice, in **Form No.MR.3**.

2. PERIOD OF CONTRACT

The period of engagement for the purpose of Secretarial Audit will be for one term i.e audit for financial year 2018-19 only. However, the engagement is extendable for a further period of one term at the same rates and terms & conditions on satisfactory completion of job. The extension will be at the sole discretion of company.

3. DATE OF COMMENCEMENT OF WORK

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

4. ELIGIBILITY CONDITION

The firm/Professional meet the following technical eligibility criteria and provide documentary evidence for each of the following :

1. The firm/Professional (Chartered Accountant in practice/Company Secretary in practice/Cost Accountant in practice) shall have minimum 5 years experience in their profession during last 7 years (Experience Certificate to be attached.)
2. The firm/ professional has conducted at least 5(five) Secretarial Audit in terms of Section 204 of the Companies Act, 2013 in last 2 years i.e 2016-17 & 2017-18.
3. The firm/Professional have an office at Kolkata.
4. No disciplinary/penal action should have been initiated /contemplated/pending which have/may lead to suspension of Business/Practice of the firm/ Professional by SEBI and/or any other Regulatory Authorities. No investigation/proceedings / adjudications are pending against the firm/Professional and/or any of its Promoters/ Directors/CEO.

The Firm/Professional will have to submit written undertaking to this effect.

5. The firm/Professional has not been debarred/black listed from functioning by any PSU/Govt. authorities/any statutory/regulatory authorities EIL/OMDC/BSLC at any point of time.

The Firm/Professional will have to submit written undertaking to this effect.

5. 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 (Part II) enclosed as Annexure-III of the Tender. L1 bidder will be evaluated on the basis of lowest quoted rate in the price bid for each company i.e. EIL,OMDC & BSLC separately. The bidders are required to quote their 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) Price bid of the bidders will be opened in the presence of the bidders or their authorized representatives on schedule date and time which will be intimated in advance through letter/email/fax or to be communicated through telephone.
- (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, the secretarial auditors shall be liable for payment at such penalty amount as may be levied and considered reasonable by the company.

**SIGNATURE OF THE TENDERER /
AUTHORIZED SIGNATORY**

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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.

All the 2 (two) envelopes containing Part - I, Part - II, shall be put in a 3rd (third) 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 20.07.2018 and will be opened on 20.07.2018 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 **20/07/2018 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 fire 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 advise 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. 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 GST.
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.

8. 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.

9. 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

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Annexure-I

DECLARATION BY THE TENDERER

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

Tender Notice No.: BGC/Enq/HO/Secretarial Auditor/07-2018

Dated: 05/07/2018

Sub: Engagement of Secretarial Auditor 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.

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

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Annexure-II

UNDERTAKING

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

TENDER NOTICE NO: BGC/Enq/HO/ Secretarial Auditor /07-2018, DATE: 05/07/2018

Dear Sir/Madam

Sub: Engagement of Secretarial Auditor 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.

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

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PART- II**(PRICE BID)**

Ref: TENDER NOTICE NO : BGC/Enq/HO/Secretarial Auditors/07-2018 Dated :05/07/2018

Sub: TENDER FOR ENGAGEMENT OF SECRETARIAL AUDITORS FOR THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), THE BISRA STONE LIME COMPANY LIMITED (BSLC) AND EASTERN INVESTMENTS LIMITED (EIL).

| SI No. | JOB DISCRIPTION | RATES EXCLUSIVE OF GST (IN RS.) Figure | RATES EXCLUSIVE OF GST (IN RS.) WORD |
|--------|---------------------------------|--|--------------------------------------|
| 1 | SECRETARIAL AUDIT FEES FOR OMDC | | |
| 2 | SECRETARIAL AUDIT FEES FOR EIL | | |
| 3 | SECRETARIAL AUDIT FEES FOR BSLC | | |

Note:

- The rates, so indicative have to be **exclusive** of GST.
- The L-1 bidder will be evaluated in the basis of lowest quoted rate in the price bid for each company i.e EIL, OMDC, BSLC separately.
- 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: