

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 Practicing Company Secretary for the year 2016-2017.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No.	BGC/Enq/HO/Practicing Company Secretary/10-2016, Dated :28/10/2016
2.	Name of the Work	TENDER FOR ENGAGEMENT OF PRACTISING COMPANY SECRETARY FOR EASTERN INVESTMENTS LIMITED (EIL), THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED(OMDC), THE BISRA STONE LIME COMPANY LIMITED(BSLC)
5.	Availability of Tender Documents	Company Secretary, EIL, Head Office, Kolkata (033-4016- 9200) and web site: www.birdgroup.gov.in & CPP portals
6.	Date of Issue of Bid Documents	On 28/10/2016 to 07/11/2016 up to 3:00 P.M (Only Working days)
7.	Date of Submission of Bid Documents	Up to 08/11/2016 by 3.00 P.M
8.	Date of Opening of Technical Bid	On 08/11/2016 at 3.00 P.M
9.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
10.	Period of Contract	01 (one) year. May be extended for 1 more year.
11.	Validity Period of Bid	30 (Thirty) calendar days

A complete set of tender documents may be obtained by interested agency(s) physically or by post on all working days from 10.00 Hrs (IST) to 15.00 Hrs (IST) from **28/10/2016 to 07/11/2016** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax No's, E-Mail Address & Name of Contact Person

From---

Company Secretary, EIL/ OMDC/ BSLC

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

Tel: 033-4016-9200, Fax: 033-4016- 9267

Email: info.birdgroup@nic.in

Alternatively, the tender documents are available on the website of the Company i.e. www.birdgroup.co.in or [CPP Portal](#). The prospective Bidders can download the documents for the purpose of preparation & submission of the technical bid.

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

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice.

COMPANY SECRETARY (CS)

Chapter- II

1. SCOPE OF WORK

Engagement of Practicing Company Secretary for the purpose of Certification jobs as required under, The Companies Act, 2013 and SEBI (LODR Regulations 2015) for EIL, OMDC and BSLC for the financial year 2016-2017.

Engagement of Practicing Company Secretary for the following purpose:-

Stock Exchanges

- 1) Reconciliation of Share Capital Audit
- 2) Share Transfer Compliance Audit

Company Law

1. Annual Return
2. Form Certification (MCA)
3. Compliance Certificate.
4. E-filing.

RBI

- 1) E-filings

LISTING INFORMATION

EIL - CSE

OMDC - NSE/BSE/ CSE

BSLC - CSE

2. PERIOD OF CONTRACT

The period of engagement for the purpose of Secretarial Audit will be for one term i.e. audit for the financial year 2016-2017 only. However, the engagement is extendable for a further period of one term i.e. audit for the financial year 2017-2018 at the same rates and terms & conditions on satisfactory completion of job. 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 Intend/Work order/Agreement.

4. ELIGIBILITY CONDITION

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

- i. The Company Secretaries firm must have experience for at least ten (10) years in secretarial compliance & SEBI Act, RBI Rules & MCA portal related work during last 15 years ending on 31.03.2016
- ii. Certificate of Practice to be attached.
- iii. List of major Listed and PSU Clients.
- iv. The firm/Professional must have an office at Kolkata.

- v. Income tax returns for last three years.
- vi. Latest Service Tax Return.
- vii. 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.**
- viii. The firm/Professional has not been debarred from functioning by any statutory/regulatory authority/EIL/OMDC/BSLC at any point of time. **The Firm/Professional will have to submit written undertaking to this effect.** (Enclosed as Annexure- B)
- ix. Detail of the office Infrastructure.
- x. Manpower details.
- xi. Photocopy of the PAN Card.
- xii. Service Tax registration no.

5. EVALUATION

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorized representative at time and date as given in Chapter – I.

Part – II, i.e. Price Bid of the Bidders whose Techno-Commercial Bids are technically qualified will only be opened afterwards in presence of their authorized representatives on a suitable date and time; which will be intimated to the technically eligible bidders in due course through Letter/Fax/Telephone. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of “**Price Bid**” and amount / quantity not shown in figures and words will be liable for rejection. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

The L-1 bidder will be evaluated on the basis of lowest quoted total rate in the price bid for each company.

6. AWARD OF CONTRACT

(a) The Company reserve the right to accept or reject any or all tenders without assigning any reason thereof.

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

7. PAYMENT TERMS:

100% payment will be effected based on the invoices/bills raised, after successful completion of each work for each company. **No advance payment shall be made.**

8. TAX DEDUCTED AT SOURCES

Income Tax, Education Cess 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.

SIGNATURE OF THE TENDERER/AUTHORISED SIGNATORY

CHAPTER-III

General Terms & 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 techno-commercial and price bid) submitted by the bidder for consideration of EIL/OMDC/BSLC.
- 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.
- f) **OMDC:** OMDC means “The Orissa Minerals Development Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector –II, Salt Lake City, Kolkata – 700091.
- g) **BSLC:** BSLC means “The Bisra Stone Lime Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector –II, Salt Lake City, Kolkata – 700091.
- h) **EIL:** EIL means “Eastern Investments Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector –II, Salt Lake City, Kolkata – 700091.

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, EIL/ OMDC/ 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, EIL/OMDC/BSLC, AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091.

However, EIL/OMDC/BSLC 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 08.11.2016 and will be opened on the 08.11.2016 at 3.00 PM 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. EIL/OMDC/BSLC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

3. OPENING OF TENDER :

Cover – I, i.e. Technical Bid will be opened in the presence of the bidders or their accredited representative at the office of The Company Secretary, EIL/ OMDC/ BSLC on **08/11/2016 at 3.00 P.M.**

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

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 :

The Tender and the prices quoted shall be deemed to remain valid for a period of 30 days from the date of opening of Techno-Commercial Bid.

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; EIL/OMDC/BSLC 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) to avoid any confusion or for interpretation of any terms and condition of the contract.

7. EXIT CLAUSE :

Both the parties have right to exit from this contract/agreement by serving notice in writing of at least thirty days.

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 arbitration by a person appointed by the Managing Director, The Orissa Minerals Development Company Limited, Sourav Abasan, 2nd Floor, AG – 104, Sector – II, Salt Lake City, Kolkata – 700091 and his decision in the matter will be final and binding on the agency and company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.

Note: i) The High Court at Kolkata and /or District Court at Barasat will have the jurisdiction to address any unsettled dispute.

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

SIGNATURE OF THE TENDERER /

AUTHORIZED SIGNATORY

“Annexure-A”

(TECHNO-COMMERCIAL BID-CHECK LIST)

A. Name of the Company for which the Technical Bid is submitted :

B. 1. FIRMS DETAILS

a. Name of the Firm :

b. Address of the Firm:

c. Telephone No. :

Landline:

Mobile :

Fax :

d. PAN Number :

e. Service Tax Registration No :

f. Contact Person with Telephone No :

2. Whether the firm has got experience for at least ten (10) years as given in Part II pt C (1) i.e. Eligibility Criteria for submission of Tender

(Copy is to be enclosed) : **Yes/No**

3. The Office Address of the Firm at Kolkata :

4. Income tax returns for the last three years

(Copy is to be enclosed) :

5. Latest Service Tax Return (copy is to be enclosed) :

6. Office Infrastructure Details (Details to be enclosed) :

7. Manpower Details (Details to be enclosed) :

8. Has the firm ever been debarred/black listed by Institute of Company Secretaries of India , SEBI or any other Regulatory Authority (EIL/OMDC/BSLC) : **Yes/No**

If Yes, reason thereof

9. Has any disciplinary/penal action have been initiated /contemplated/pending which have/may lead to suspension of Business/Practice of the firm/ Professional by The Institute of Company Secretaries of India (ICSI), SEBI and/or any other Regulatory Authorities. **Yes/No**

10. Is any investigation/proceedings / adjudications are pending against the firm/Professional and/or any of its Promoters/ Directors/CEO. **Yes/No**

11. Details of Award/ Certificate of Merit etc. received from any Organization : **Yes/No**

If Yes (Copy to be attached).

12. List of major Listed and PSU Clients. (Details to be enclosed)

DECLARATION

All information provided above are true to the best of my/our knowledge.

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No

ANNEXURE B

UNDERTAKING

I/We undersigned is / are authorized signatories of the Firm/Professional

M/s _____

Address: _____

Do here by undertake that:

- 1. 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.**

- 2. Has not been debarred from functioning by any statutory/regulatory authority/EIL/OMDC/BSLC at any point of time.**

We have carefully read all the terms and conditions of the Tender Document and hereby accept all the terms & conditions of the Tender Document.

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 Tenderer / Authorized Signatory

Name of the Tenderer.....

Address of the Tenderer.....

Seal of the Firm

.....

Telephone No./Mobile No

PRICE BID

TENDER NOTICE NO :BGC/Enq/HO/Practicing Company Secretary/10-2016 Dated :20/10/2016

Job Description	OMDC		BSLC		EIL	
	Rates per year (In Rs) (In Figure)	Rates per year (In Rs) (In words)	Rates per year (In Rs) (In Figure)	Rates per year (In Rs) (In words)	Rates per year (In Rs) (In Figure)	Rates per year (In Rs) (In words)
1. Stock Exchange - Reconciliation of share capital audit - Share Transfer Compliance Audit						
2. Company Law: • Annual Return • Form Certification (MCA) • Compliance Certificate • E-filing						
3. RBI : E- Filling						
TOTAL						

Note:

- The rates, quoted to be exclusive of Service Tax.
- The rates are to be quoted in figure and in word and in case of any difference in rate given in figure and word above, the price in words will prevail over figure.
- The L-1 bidder will be evaluated on the basis of lowest quoted total rate in the price bid for each company.