

**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 E-FILING OF BALANCE SHEET AND PROFIT AND LOSS ACCOUNT IN EXTENSIBLE BUSINESS REPORTING LANGUAGE (XBRL) MODE FOR THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) AND THE BISRA STONE LIME COMPANY LIMITED (BSLC) FOR THE YEAR 2018-19.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No.	BGC/Enq/HO/XBRL /07-2019, Dated :03/07/2019
2.	Name of the Work	Tender for e-filing of balance sheet and profit and loss account in extensible business reporting language (XBRL) mode for the Orissa Minerals Development Company Limited (OMDC) and the Bisra Stone Lime Company Limited (BSLC) for the year 2018-19.
3.	Availability of Tender Documents	Company Secretary, OMDC & BSLC Head Office, Kolkata (033-4016- 9200) and web site: www.birdgroup.co.in & CPP portals
4.	Date of Issue of Bid Documents	On 03/07/2019 to 19/07/2019 up to 12.00 Noon (Only Working days)
5.	Date of Submission of Bid Documents	Up to 19/07/2019 by 3.00 pm
6.	Date of Opening of Technical Bid	On 19/07/2019 at 4.00 pm
7.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
8.	Period of Contract	01 (one) year. May be extended for 1 more year.
9.	Validity Period of Bid	90 (Ninety) 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 12.00 Hrs (IST) from **04/07/2019 to 19/07/2019** 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, 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. 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)

**THE ORISSA MINERALS DEVELOPMENT COMPANY
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Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-
II, Salt Lake City, Kolkata-700091

Chapter- II

1. SCOPE OF WORK

The job details are as follows:

E-filing of Balance Sheet and Profit and Loss Account in Extensible Business Reporting Language (XBRL) mode for the Orissa Minerals Development Company Limited (OMDC) and the Bisra Stone Lime Company Limited (BSLC) for the year 2018-19.

2. TENURE OF CONTRACT

The Contract will be awarded initially for one year, which is extendable for another one year on similar terms and conditions at mutually agreed rates at the sole discretion of the respective Companies.

3. DATE OF COMMENCEMENT OF WORK

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

4. ELIGIBILITY CRITERIA FOR SUBMISSION OF TENDER

a) The firm/Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) shall have minimum 5 years experience in their profession during last 7 years ending 03/07/2019 and out of which minimum 2 years of experience in e-filing of balance sheet and profit and loss account in extensible business reporting language (XBRL) mode during last 3 years ending 03/07/2019.

b) Status of Bidder: Partnership/Limited/Proprietorship. Documents to be submitted in following form:

- Memorandum & Article of Association in case of a Limited Company,
- Registered Partnership deed in case of partnership,
- An affidavit in case of Proprietorship firm.

c) The Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) shall not be in employment of the Company.

d) No disciplinary/penal action should have been initiated /contemplated/pending

which have/may lead to suspension of Business/Practice of the firm/ Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) 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.

e) The firm/Professional has not been debarred from functioning by any statutory/regulatory authority OMDC/BSLC at any point of time. **The Firm/Professional will have to submit written undertaking to this effect.** (Enclosed as Annexure- B).

f) Photocopy of the PAN Card.

g) Goods and Service Tax registration no.

h) The firm/Professional should have annual turnover upto Rs. 50 Lakhs during last three years ending 31.03.2019. Copy of income tax return/Profit & Loss account or balance sheet to be submitted towards proof of annual turnover.

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.

The bidders who will fulfill all the requisite conditions of eligibility conditions of chapter II of the tender document will be considered as qualified in techno-commercial bid and considered for the opening of price bid.

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 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 released after successful completion of each work. **No advance payment shall be made.** Payment will be released within 30 days on submission of invoices/bills to CS, OMDC & BSLC.

8. TAX DEDUCTED AT SOURCE:

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 other Act from the gross value of each bill.

9. PENALTY CLAUSE

In case of any non-compliance/non-filing/delay in filing occurs due to failure/delay/rejection of assigned task by the Practicing Company Secretary/the firm, the penalty levied by concerned/respective authority i.e stock exchange/Ministry of Corporate Affairs will be borne by the Practicing Company Secretary/the firm on behalf of the Company.

SIGNATURE OF THE TENDERER/AUTHORISED SIGNATORY

**THE ORISSA MINERALS DEVELOPMENT COMPANY
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Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-
II, Salt Lake City, Kolkata-700091

Chapter- III

1. DEFINIATIONS:

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.

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.

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

However, 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 19/07/2019 and will be opened on the 19/07/2019 at 4.00 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. 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, OMDC/ BSLC on 19/07/2019 at 4.00 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/BSLC 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. Offer validity Period

The offer shall be valid for a period of 90 days from the date of opening of the techno commercial bid. Any offer falling short of the validity period is liable for rejection.

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/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 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. ARBITRATION

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 of respective Company, AG 104, 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 firm/professional 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: 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/AUTHORISED SIGNATORY

“Annexure-A”

TECHNO-COMMERCIAL BID-CHECK LIST

1. FIRM/PROFESSIONAL DETAILS:

- a. Name :
- b. Address :
- c. Telephone No :
Mobile No :
- d. Name of the Proprietor/ Partners/Directors :
- e. PAN No (copy) :
- f. CP No.(copy) :
- g. Goods and Service Tax registration no :
- h. Copy of income tax return/Profit & Loss account or balance sheet to be submitted towards proof of annual turnover. :
- i. Copy of partnership deed in case of partnership firm, Memorandum & Article of Association in case of Limited company, proprietorship certificate in case of proprietorship firm. :

2. Has the firm/Professional ever been debarred/ Black Listed by any Organization? If “yes” the details thereof : YES/NO

3. Documents to be submitted under the following points:

- a. Details of last 5 years experience of the firm/Professional out of which minimum 2 years in this area: YES/ NO
- b. Trade License : YES/ NO

The terms and conditions of the tender are acceptable to me/ us. All information provided above are true to the best of my/ our knowledge.

Authorised Signatory,
(with full name and designation)

Seal:

“Annexure-B ”

UNDERTAKING

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

M/s _____

Address: _____

Do here by undertake that:

- 1. The Firm/Professional is in this business since last 05 year.**
- 2. The firm/Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) is not in employment of the Company.**
- 3. No disciplinary/penal action should have been initiated /contemplated/pending which have/may lead to suspension of Business/Practice of the firm/ Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) 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.**
- 4. Has not been debarred from functioning by any statutory/regulatory authority/OMDC/BSLC at any point of time.**
- 5. We have carefully read all the terms and conditions of the Tender Document and hereby accept all the terms & conditions of the Tender Document.**

Authorised Signatory,
(With full name and designation)
Seal:

PRICE BID

Performa for quoting rates for rendering services to the company for e-filing of Balance sheet and Profit and Loss Account in Extensible Business Reporting Language (XBRL) mode.

BGC/Enq/HO/XBRL /07-2019,

Dated: 03/07/2019

Sl. No.	JOB DESCRIPTION	RATES EXCLUSIVE OF GOODS AND SERVICE TAX (In Rs.) (In Figures)	TOTAL AMOUNT (In Rs.) (In Word)
1.	Fees for E-filing of balance sheet and profit and loss account in XBRL mode in OMDC		
2.	Fees for E-Filing of balance sheet and profit and loss account in XBRL mode in BSLC		

Note:

- The rates, so indicated have to be **exclusive** of Goods and Service Tax.
- The rates are to be quoted in figure and in words.
- The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid for each company.
- In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

Authorised Signatory,
(with full name and designation)
Seal: