

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 year 2015-16.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	BGC/Enq/HO/XBRL/05/2015-16, Dated :06/05/2016
2.	Name of the Work	TENDER FOR E-FILING OF THE BALANCE SHEET AND PROFIT AND LOSS ACCOUNT IN EXTENSIVE BUSINESS REPORTING LANGUAGE (XBRL) MODE FOR THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC) AND THE BISRA STONE LIME COMPANY LIMITED (BSLC).
5.	Availability of Tender Documents	Company Secretary, Head Office, Kolkata (033-4016- 9200) and web site: www.birdgroup.gov.in , & CPP portals
6.	Date of Issue of Bid Documents	On 06/05/2016 to 19/05/2016 up to 12.00 Noon (Only Working days)
7.	Date of Submission of Bid Documents	Up to 19/05/2016 by 3.00 P.M
8.	Date of Opening of Technical Bid	On 19/05/2016 at 4.00 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	90 (Ninety) calendar days.

The Tender documents can be obtained from office of the Company Secretary, The O.M.D.C. Limited, Head Office, Kolkata.

Alternatively, the tender documents are available on the website of the Company i.e. www.birdgroup.gov.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)

CHAPTER- II

1. SCOPE OF WORK

E-filing of balance sheet and profit and loss account in extensible business reporting language (**XBRL**) mode in OMDC/BSLC for the year 2015-16.

2. PERIOD OF CONTRACT

The period of engagement for the purpose of E-filing of balance sheet and profit and loss account in XBRL mode will be for a period of one year i.e for the financial year 2015-16. However the engagement is extendable for a further period of one year i.e financial year 2016-17 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. ELIGIBILITY CONDITION

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

- i. The Firm/Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) shall have minimum 5 years experience in practice field during last 7 years. Experience Certificate to be attached.
- ii. The Firm/ Professional has conducted atleast 5(Five) e-filing of balance sheet and profit and loss account in XBRL mode in last 2 years i.e 2013-14 and 2014-15.
- iii. The Firm/ Professional shall not be in employment of the Company.
- iv. 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.
- v. 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.

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. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfillment of all other terms and conditions of the tender. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of **"Price Bid"** and amount 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 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 effected based on the invoices/bills raised, after successful completion of each work. **No advance payment shall be made.**

8. SCHEDULE OF PAYMENTS

Within 30 days from the date of submission of bill.

9. TAX DEDUCTION

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 bill.

**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. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, 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.
- 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) **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.

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 19.05.2016 and will be opened on the same day 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 reserves the right to accept or reject any or all tenders 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 **19/05/2016 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 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 90 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 firm 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. 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.
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, alterations, 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 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 may be referred to the sole arbitration by a person appointed by the Managing Director of the concerned Companies and decision of the Companies 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

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-1

TECHNO-COMMERCIAL BID-CHECK LIST

Ref: TENDER NOTICE NO: BGC/Enq/HO/XBRL/05/2015-16

Dated: 06/05/2016

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)

2. Has the firm/Professional ever been debarred/ Black Listed by any Organization? If “yes” the details thereof & if “No” a self Declaration in the prescribed format :

YES/NO

3. Documents to be submitted under the following points:

- a. Firm/Professional (Chartered Accountant in practice, Cost Accountant in practice, or Company Secretary in practice) shall have minimum 5 years experience in practice field during last 7 years. Experience Certificate to be attached.
- b. Firm/ Professional has conducted atleast 5(Five) e-filing of balance sheet and profit and loss account in XBRL mode in last 2 years i.e 2013-14 and 2014-15.
- c. Latest Service Tax Return.

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.

Signature of the Tenderer / Authorized

Signatory.....

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
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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 profession since last 5(five) year during the last 7(seven) years.
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.

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.

Signature of the Tenderer / Authorized Signatory

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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

Sub: E-filing of balance sheet and profit and loss account in extensible business reporting language (**XBRL**) mode in OMDC/BSLC for the year 2015-16.

Ref: TENDER NOTICE NO :BGC/Enq/HO/Secretarial Auditor/05/2015-16 Dated :06/05/2016

Sl.No.	JOB DISCRIPTION	RATES EXCLUSIVE OF SERVICE TAX (In Rs.) (In Figures)	TOTAL AMOUNT (In Rs.) (In word)
01	Fees for E-filing of balance sheet and profit and loss account in XBRL mode in OMDC		
02	Fees for E-filing of balance sheet and profit and loss account in XBRL mode in BSLC		

Note:

- **The rates, so indicative have 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 word will prevail over figure.**
- **The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid for each company.**

Signature of the Tenderer / Authorized Signatory