



**ODISHA MINING CORPORATION LIMITED**  
**(A GOLD CATEGORY STATE PSU)**

**Bid Document**

**For Hiring of Machineries for Loading of  
Khondalite Stones from Kundakundi  
Kunda Khondalite Mines, Narangarh  
and Transportation of the same to  
Malipada Decorative Stone Processing  
Unit of OMC Ltd.**

**(through e-tendering)**

**Bid Document No: OMC/E-PROC/KNDL/01/2023 Dated 16.02.2023**

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### E-procurement notice

**Bid document No.: OMC/E-PROC/KNDL/01/2023 Dated 16.02.2023**

1	Work name	Hiring of Machineries for Loading of Khondalite from Kundakundi Kunda Khondalite Mines, Narangarh and Transportation of the same to Malipada Decorative Stone Processing Unit of OMC Ltd.
2	Availability of tender documents on the e-tendering portal of Government of Odisha	17.02.2023
3	Bid Due Date	Date: 03.03.2023; Time: 5.00 PM
4	Opening of Techno-Commercial Bid	Date: 04.03.2023; Time:11.00 AM
5	Opening of Price Bid	To be informed to the Technically Qualified Bidders
6	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )
7	Earnest Money Deposit (EMD)	Amount: INR 93,820/- (Rupees Ninety three Thousand eight hundred twenty) only Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and on the website of OMC ([www.omcltd.in](http://www.omcltd.in)). OMC reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-  
AGM(Mining)

**Odisha Mining Corporation Ltd.**

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377453

## 1. Schedule for the Tender

<b>Sl. No.</b>	<b>Parameter</b>	<b>Name</b>
1	Date of publication of NIT	Date: 17.02.2023
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 17.02.2023
3	Site Visit	Refer Clause 9.1
4	Bid Due Date	Date: 03.03.2023; Time: 5.00 PM
5	Opening of Techno-Commercial Bid	Date: 04.03.2023; Time:11.00 AM
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

## 2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Hiring of Machineries for Loading of Khondalite from Kundakundi Kunda Khondalite Mines, Narangarh and Transportation of the same to Malipada Decorative Stone Processing Unit of OMC Ltd.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 93,820/- (Rupees Ninety three Thousand eight hundred twenty) only Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Total Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: G D NAYAK Phone No.: (+91)-7008217921 E-Mail: gdnayak@odishamining.in
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/E-PROC/KNDL/01/2023 Dated 16.02.2023

### 3. Disclaimer

- 3.1 This Bid document is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 3.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 OMC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.
- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexure and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

- 3.7 If no intimation/ queries are received before three days of submission of Bid, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

#### 4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority



## 5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1<sup>st</sup> April to 31<sup>st</sup> March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by OMC notifying the Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 “Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide Bid document No. OMC/E-PROC/KNDL/01/2023 Dated 16.02.2023.

- 5.14 For Hiring of Machineries for Loading of Khondalite from Kundakundi Kunda Khondalite Mines, Narangarh and Transportation of the same to Malipada Decorative Stone Processing Unit of OMC Ltd. and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This Bid document;
  - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/addendum(a);
- 5.15 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.16 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1; <to be kept in case of L1 selection only>
- 5.20 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.21 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.22 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.23 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.24 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.25 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

## 6. Scope of Services

- 6.1 The selected Service Provider shall provide the following services to OMC as per the below mentioned timeframe:
- 6.1.1 The Service Provider shall provide Crane for loading of Khondalite Blocks and matching dumper of required capacity to transport Khondalite Block of size as required for cutting from Kundakundi Kunda Khondalite Mines, Narangarh Village-Narangarh under Dist-Khordha and Transportation of the same to Malipada Decorative Stone Processing Unit Village-Malipada under Dist- Khordha (08 KM Approx.) for cutting and sizing as per the direction of Mines Manager, Kundakundi Kunda Khondalite Mines, Narangarh. The contract time period shall be of 5 years from the date of commencement of work on yearly basis subject to satisfactory performance.
- 6.1.2 OMC shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OMC will issue a letter to the Service Provider for continuing loading and transporting operations for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Mine Operator is reviewed.
- 6.1.3 The date of commencement of work will be as on date of handing over of the Site for Loading and Transportation operations by the Mine Manager (the "Commencement Date"). The Site shall be handed over to the Service Provider after issuance of the LOA after obtaining the required statutory clearances.
- 6.1.4 Apart from the extension of Contract Period as mentioned in Clause 6.1.1, OMC will have the discretion to extend the Contract Period for execution of the unexecuted quantity, if any, which could not be completed within the Contract Period as set out in Clause 6.1.1 with the approval of the appropriate authority. Under such circumstances, no increase in Awarded Rate on account of escalation will be allowed during the extended period if the reason for delay in execution is attributable to the Service Provider. However, OMC shall be entitled to appropriate reduction of the Awarded Rate in case any de-escalation/ reduction occur during such extended period.
- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The "General Conditions of Contract-Services" as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

## 7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<p><b><u>Technical Criteria</u></b></p> <p>The Bidder must have experience of having successfully executed similar work and value of works during the last 5 (five) years, which shall be:</p> <p>Similar Completed Service of 6000 Cum in any year.</p> <p><b><u>Note:</u></b></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed Loading and Transport of Minerals.</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
7.2	<p><b><u>Financial Criteria</u></b></p> <p>i) Average annual financial turnover of the Bidder during the last 3 (three) financial years should be at least <b>14.07 Lakh</b>.</p> <p>ii) Net worth of the bidder during the last 3 (three) financial years should be positive.</p> <p><b><u>Note:</u></b></p> <p>Applicable 3 (three) years shall be preceding three financial years excluding the financial year of floating of the Tender (i.e., FY 2019-20, FY 2020-21 and FY 2021-22)</p>	<p>a) Copies of audited financial statements, profit and loss statement and cash flow statement of last 03 years.</p> <p>b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.</p>
7.3	<p><b>Other Criteria</b></p>	
7.3.1	<p>The Bidder can be either</p> <p>i) Sole Proprietary, or</p> <p>ii) a Company (Private or Public), or</p> <p>iii) a registered partnership firm, or</p> <p>iv) an LLP firm</p>	<p>Copies of</p> <p>a) For Sole Proprietary: affidavit that the business has been in existence and in operation for at least Three (3) years.</p> <p>b) Company (Private or Public)</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association</li> <li>• Articles of Association</li> </ul>

#	Criteria	Required Documents
		c) Registered partnership firm <ul style="list-style-type: none"> <li>• Registration certificate</li> <li>• Deed of Partnership</li> </ul> d) LLP firm <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul>
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> <li>▪ Copy of PAN</li> <li>▪ Copy of GST registration certificate – REG 06</li> </ul>
7.3.3	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; please refer to Clause 8.7 for further details. <b>c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details</b>
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities
7.3.6	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labour Act.	<ul style="list-style-type: none"> <li>▪ Copy of valid EPF &amp; ESI Registration certificate</li> <li>▪ Copy of valid Labour License</li> </ul>

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. Bidding in the form of a consortium is **NOT** allowed.

## 8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and the website of OMC ([www.omcltd.in](http://www.omcltd.in)). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. In case of a company, the person executed the power of Attorney, should have authorized through an appropriate resolution of the Board of Directors of the bidder for executing the power of Attorney. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet towards Tender Paper Fee, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by **the Government of Odisha**, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but

does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

## 8.7 Earnest Money Deposit (EMD)

8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

### 8.7.2 Mode of Payment:

The EMD shall be payable online on the e-tender portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)).

For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

### 8.7.3 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the **Government of Odisha**, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;

- ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.



8.11 Extension of Bid Due Date: OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.

8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the tender documents, including the proforma agreement;
- ii) received all relevant information requested from OMC;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

OMC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
- ii) Techno-Commercial Bid checklist as per Annexure 6
- iii) Mandate Form for Bank payment through e-mode as per Annexure 7
- iv) Other documents as may be required

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4 and in case of any discrepancy between the two, the unit price shall prevail.

The Price Bid should be quoted exclusive of all levies and taxes, viz. Goods and Services Tax (GST) and any other applicable taxes and duties.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.

- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

8.19 Evaluation of Techno-Commercial Bids:

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid

- is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.
- 8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.
- 8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by OMC (Refer Clause 8.19.3), the list of technically qualified Bidders shall be prepared.
- 8.20 Opening and Evaluation of Price Bids
- 8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.
- 8.21 Preferred Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

- 8.21.1 Tie-Bidders: In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the “Revised Price Bid”) submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Preferred Bidder and the lowest revised Price Bid received by OMC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Preferred Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by OMC on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Preferred Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.
- 8.22 Signing of Agreement: Within 15 (fifteen) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.
- 8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.
- The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

## 9. Additional Instructions to Bidders

### 9.1 Site-visit:

9.1.1 Bidders may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids. The details of the contact person for site visit are detailed below.

S No	Name of the Site	Name and designation	Contact Number
1	Kundakundi Kunda Stone Quarry, Narangarh	Karunakar Das, Mines Manager	9937581845
		P K Pattanaik, Manager(Survey)	9438655251

9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMC will only facilitate their visit.

9.1.3 The date of the site visit is provided in the Schedule for the Tender. The date of visit may be finalized after discussion with the contact person of respective mines mentioned in the table mentioned in 9.1.1.

9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

## 10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee
  - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
  - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
  - 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using

NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 Clause Deleted
- 10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.



- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.13 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

## 11. Annexure 1: General Conditions of Contract-Services

### 1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by OMC;
- 1.4. "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;
- 1.6. "Commencement of work" means date of handover of site by Mines Manager, Narangarh.

### 2. Scope of Services

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

### 3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMC.
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the Service Order / Agreement.

- D) Invoices for payment against Service Order / Agreement shall be addressed to OMC.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

#### **4. Service Order / Agreement Obligations**

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), OMC reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

#### **5. Modification in Service Order / Agreement**

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by OMC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. OMC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

#### **6. Use of Service Order / Agreement Documents & Information**

- 6.1. The Service Provider shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of OMC in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.2. The Service Provider shall not, without OMC's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

## **7. Patent Rights, Liability & Compliance of Regulations**

7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.

7.2. The Service Provider shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.

7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely OMC from any claims/penalties arising out of any infringements.

## **8. Performance Security**

8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.

8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:

- If the successful Bidder fails to undertake the work after issuance of LoA, or
- If the Service Provider abandons the work before its completion or during its extended period, or
- If the work performed by the Service Provider is not as per the Agreement, or
- On breach of Service Order / Agreement by the Service Provider.

8.3. The proceeds of Performance Security shall be appropriated by OMC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies OMC may be entitled to as per terms and conditions of Service Order / Agreement.

8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

## **9. Delivery of Services**

9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.

9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

## **10. Terms of Payment**

10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.

10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.

10.3. No advance shall be paid and no letter of credit shall be issued.

10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.

10.5. No interest charges for delay in payments, if any, shall be payable by OMC.

10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

10.7. Toll Charges, if any shall be borne by the service provider.

## **11. Subcontracting /out-sourcing/ sub-letting/ Assignment**

11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

## 12. Cancellation of Service Order / Agreement

12.1. If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by OMC if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific

period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 12.1.

### **13. Right to risk for procurement / rendering of services**

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMC shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by OMC, at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of OMC for any other action including termination of the Service Order / Agreement.

### **14. Force Majeure**

14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **15. Dispute Resolution**

- 15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OMC and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

## **16. Governing Language**

The Service Order / Agreement shall be written in English language as specified by OMC in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

## **17. Notices**

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **18. Permits & Certificates**

- 18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold OMC harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.



## **19. General**

19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to OMC owing to the Service Provider's failure to adhere to any of the instructions given by OMC in connection with the contract execution shall be recoverable from the Service Provider.

19.4. Recovery of sums due

All costs, damages or expenses which OMC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to OMC, on demand, the balance amount.

## **20. Liability and Indemnity**

20.1. Service Provider shall indemnify, defend and hold OMC harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of

breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and

- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.
- 20.2. OMC remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **21. Publicity & Advertising**

Service Provider shall not without the written permission of OMC make a reference to OMC or any Company affiliated with OMC or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

## **22. Blacklisting**

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return OMC's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.

- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

### **23. Insurance**

- 23.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
- I. loss of or damage to the works, plant and materials
  - II. loss of or damage to Equipment
  - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
  - IV. personal injury or death
- 23.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/Head of Department or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.
- 23.3. If the Service Provider does not provide any of the policies and certificates required, OMC may take insurance which the Service Provider should have obtained and provided and recover the premiums from payments otherwise due to the Service Provider.

### **24. Statutory and Legal requirements**

- 24.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 24.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, bonus, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 24.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

### **25. Compliances to policies and standards adopted or to be adopted by OMC**

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

- i) Social accountability standard SA8000 standard – details available at the website. OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs.
- 25.2. ISO certification: OMC is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

## **26. Safety**

- 26.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 26.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.
- 26.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.
- 26.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC.

## 12. Annexure 2: Special Conditions of Contract

### 1. General Scope of work

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

### 2. Scope of work, service requirements including technical parameters

#### 2.1. Scope of work shall include:

- a. The Service Provider shall provide Crane for loading of Khondalite Blocks and matching dumper of required capacity to transport Khondalite Blocks of size as required for cutting from Kundakundi Kunda Khondalite Mines, Narangarh Village-Narangarh under Dist-Khordha and Transportation of the same to Malipada Decorative Stone Processing Unit Village-Malipada under Dist- Khordha (08 KM Approx.) for cutting and sizing as per the direction of Mines Manager, Kundakundi Kunda Khondalite Mines, Narangarh. The contract time period shall be of 5 years from the date of commencement of work on yearly basis subject to satisfactory performance.
- b. OMC shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OMC will issue a letter to the Service Provider for continuing loading and transporting operations for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Mine Operator is reviewed.
- c. The date of commencement of work will be as on date of handing over of the Site for Loading and Transportation operations by the Mine Manager (the "Commencement Date"). The Site shall be handed over to the Service Provider after issuance of the LOA after obtaining the required statutory clearances.
- d. Apart from the extension of Contract Period as mentioned in this Clause 2.1, OMC will have the discretion to extend the Contract Period for execution of the unexecuted quantity, if any, which could not be completed within the Contract Period as set out in this Clause 2.1 with the approval of the appropriate authority. Under such circumstances, no increase in Awarded Rate on account of escalation will be allowed during the extended period if the reason for delay in execution is attributable to the Service Provider. However, OMC shall be entitled to appropriate reduction of the Awarded Rate in case any de-escalation/ reduction occur during such extended period.
- e. The contract target may be increased up to 200% of the awarded work based on satisfactory performance of agency and on discretion of OMC on same terms conditions.

- f. The price for 100 to 150% and 150 to 200% of the targeted quantity is mentioned at clause no.5.6 of this Annexure-2 i.e. Special Condition of Contract.
- g. Necessary Clearances shall be obtained by OMC before start of loading and transport operation by agency.
- 2.2. **Target:** The agency has to load and transport total 7500 Cum. of Khondalite and 625 Cum. per Month as per scope of work. Further, Management at its discretion may enhance/reduce the monthly target considering the requirement at site.
- 2.3. **Other Terms and Conditions**
- i. It shall be the agency's responsibility to set up the camp for providing necessary accommodation to its personnel nearest to the site. Management of the camp affairs and providing logistic support including supply of water to the personnel at camp shall be the responsibility of the agency.
- ii. The agency has to take up the work as per the direction of the Mines Manager of Khondalite Region.
- iii. The site in-charge of the agency shall submit the daily and monthly progress report of the work to the Regional Manager of the region, duly certified by Site Mines Manager.
- iv. The Loading and Transport should be undertaken as per the LOA/work order issued specifications given in this tender schedule. Any deviation to the same will lead to termination/cancellation of the contract. However, depending upon the field conditions, OMC Limited reserves the right of changing the technical parameters/size of stone in case of requirement.
- v. The Agency shall alone be responsible for payment of wages/salary including VDA not less than minimum wages as notified and fixed by the officer of the Chief Labour Commissioner (C), Ministry of Labour and Employment Government of India from time to time and statutory dues as fixed under the relevant statutes pertaining to the workers engaged by him.
- vi. All the payments to the workers shall be made through bank only.
- vii. The Agency shall provide First-Aid facilities at the workplace.
- viii. The Agency shall provide initial training on safety for the worker's deployed as required under provisions of the Mines vocational training rules and subsequent D.G.M.S circular.
- ix. The Agency at his cost shall arrange for initial and periodically medical examination of his employees from the time to time in time bound manner as prescribed under mines rule 1955 and subsequent D.G.M.S circular. However, in case the Agency does not do the same

OMC Ltd. may do the same on behalf of the Agency and the entire cost so borne shall be deducted from the payable of the Agency.

- x. The agency will observe and submit necessary statutory returns as applicable under Mines Act, 1952; EPF Act, 1952; C. L. (R A) Act, 1971; MMDR Act, 1957, MC Rules, 1960; MCDR, 1988; Forest Act, 1980; Environment Protection Act, 1986; other Act, rules, statutory legal orders applicable from time to time during the work period. This has to be also reported to the Mines Manger/Regional Manager Khondalite.
- xi. The agency shall be liable for payment of compensation to workers under workmen's compensation Act, 1923. Any payment if made by OMC, shall be reimbursed if not, deducted by OMC from the agencies due.
- xii. The Agency is required to obtain a Labour License from the appropriate authority for the persons to be deployed as provided under the prevailing Contract Labour (R&A) Act as per requirement.

### **3. Contract period**

#### **3.1.**

- a. The contract time period shall be of 5 years from the date of commencement of work (Commencement of work here means date of handover of site by Mines Manager). However, the contract shall be renewed every year at the sole discretion of OMC subject to satisfactory performance of the Service Provider.
- b. OMC shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OMC will issue a letter to the Service Provider for continuing loading and transporting operations for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Mine Operator is reviewed.
- c. The date of commencement of work will be as on date of handing over of the Site for Loading and Transportation operations by the Mine Manager (the "Commencement Date"). The Site shall be handed over to the Service Provider after issuance of the LOA after obtaining the required statutory clearances.

3.2. At any point of time, OMC may rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.

3.3. Work shall start immediately on award of the contract and handed over of site by Mines Manager.

3.4. In case of any delay in completion of work due to any unseen reason attributed to OMC, the contract period shall be attended for completion of work with same price, terms conditions of the contract.

### 3.5. **Mobilisation Period**

The Agency shall mobilize its men, equipment within a maximum period of 15(Fifteen) days from the date of handing over of Site by the Mines Manager, Narangarh. If the Agency fails to commence loading and transporting of Khondalite immediately after 15(Fifteen) days from the date of handing over of the Site by the Mines Manager, Narangarh, Liquidated Damages may be imposed in accordance of this tender document. However, the Agency may start loading and transporting of Khondalite within the Mobilization Period.

### 4. **Co-ordination of Work**

- 4.1. The Mines Manager will co-ordinate the work. It is the responsibility of the Service Provider to plan executes the work strictly in accordance with the instruction of Mines Manager Khondalite Region.
- 4.2. The Service Provider shall nominate the site representative who shall be responsible for the execution of the work and act as per the instructions of the representative/ authority of OMC.

### 5. **The payment terms shall be as follows.**

- 5.1. The Agency shall have to prepare the RA Bill on monthly or fortnightly basis for Khondalite block delivered at designated delivery point at Malipada Processing Unit and submit the RA Bill to the Mine Manager, Kundakundi Kunda Khondalite Mines, Narangarh.
- 5.2. Khondalite block shall be measured at the mine head i.e. Kundakundi Kunda Khondalite Mines, Narangarh and delivery yard at Malipada Decorative Stone Processing Unit by surveyor appointed by the OMC to determine the physical specifications.
- 5.3. Khondalite block received at Malipada Decorative Stone Processing Unit after measurement will be the basis for release of payment. Therefore, all other activities stated in the Scope of Work are incidental to the above and no payment is admissible otherwise.
- 5.4. The payment to the Agency will only be released on the receipt of Khondalite Block transported from Kundakundi Kunda Khondalite Mine to Malipada Processing Unit after measurement. The decision of the Mines Manager or his representative regarding the transportation of Khondalite (measurement taken by OMC) to Malipada Decorative Stone Processing Unit will be final and binding on the Agency.
- 5.5. In order to authenticate the quantity of processed Khondalite transported to Malipada Decorative Stone Processing Unit for measurement, the Agency will issue challans in duplicate for each trip loaded from Kundakundi Kunda Khondalite Mines, Narangarh. The challan in duplicate shall be submitted to the authorized representative of Mines Manager, Malipada Decorative Stone Processing Unit for measurement, and will record and collect one copy duly signed by authorized representative of Mines Manager, Kundakundi Kunda Khondalite Mines, Narangarh. All such challans are to be submitted along with the Bills for payments. Any challan not signed by the authorized representative of Mines Manager, Kundakundi Kunda Khondalite Mines, Narangarh shall not be taken into account for the purpose of payment.



5.6. **Rate and Quantity**

The quantity of Khondalite to be transported and Annual Work Value for each Contractual Year as well as the Total Work Value shall be as follows:

Sl. No.	Contractual Year	Target Quantity of Transportation of Khondalite per Year (in Cum)	Awarded Rate for transport of Khondalite (in Rs. per Cum. per KM)	Annual Work Value FOR transporting up to Malipada Processing unit i.e. 8 KM from Narangarh Mines (in Rupees) excluding GST	Rate for Enhanced Quantity - applicable for beyond 100% and up to 150% of Target Quantity (in Rs. per Cum per KM)  (96.58% of Awarded Rate)	Rate for Enhanced Quantity - applicable for beyond 150% and up to 200% of Target Quantity (in Rs. per Cum per KM)  (94.88% of Awarded Rate)
1.	1st Year	7500				
2.	02nd year	7500				
3.	03rd year	7500				
4.	04th year	7500				
5.	05th year	7500				
Total Work Value						

5.7. The Agency shall submit its bills in accordance with Central Goods and Service Tax Act, 2017 and Central Goods and Service Tax Rules, 2017, in triplicate to the Mine Manager, Kundakundi Kunda Khondalite Mines, Narangarh on monthly/ fortnightly basis stating therein the full particulars, agreement reference and indicating the total Khondalite in Cum delivered at designated delivery point.

- 5.8. The payment will be made at the Regional Office of OMC on certification by the Mine Manager regarding satisfactory performance of work and statutory clearance i.e. Wages payment and EPF deposit by Welfare Officer and duly approved by the Regional Manager. Payment against RA Bill after due certification shall be made to the Agency after deduction of any dues as applicable along with statutory deductions as applicable such as income tax, surcharge, etc. Certificates of TDS will be issued to the Agency as per the provisions of Income Tax Act, 1961 and GST Act, 2017 as the case may be.
- 5.9. The bidder shall be paid 95 % plus 100% GST on bill value of R/A bill at RO, Khondalite, OMC Ltd, after deduction of all taxes, duties and levies etc. as applicable to the work tendered.
- 5.10. Balance 5 % deducted shall be treated as SD amount and shall be settled at Regional Office, Khondalite after 30 days of successful completion of work with all statutory clearances from statutory authorities including terminal benefit, gratuity etc.
- 5.11. The ISD shall be refunded to the agency at RO, Khondalite after 60 days of the successful completion of work and release of SD.
- 5.12. The bidder shall to raise the bill as per GST Act and Rules.
- 5.13. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 5.14. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 5.15. No interest charges for delay in payments, if any, shall be payable by OMC.
- 5.16. No advance shall be paid and no letter of credit shall be issued.

## **6. Penalty:**

- 6.1 In case the bidder fails to achieve the monthly target penalty shall be imposed on the monthly shortfall quantity from the contractual monthly target @ 5 % of the awarded rate per Cum. of Khondalite. Further during such review in the next month in case it is found that the Agency has made up the shortfall of previous month then the withheld amount on this account shall be released.
- 6.2 The Awarded Rate mentioned in Clause 5.6 of this Annexure will be escalated/ de-escalated as on 1st date of each Contractual Year as per the formula specified under Clause 10 of this Annexure. Such escalated/de-escalated rate prevailing on the 1st day of each Contractual Year will be considered for calculation of penalty towards shortfall in the targeted quantity.
- 6.3 The Khondalite will be loaded and transported from Kundakundi Kunda Khondalite Mines, Narangarh to the designated delivery location Malipada Processing unit. Measurement of Khondalite will be done at the time of loading from Kundakundi Kunda Khondalite Mines, Narangarh as well as at the time of receiving the Khondalite at Malipada Processing unit. In case there is any difference between the above two measured quantity, a penalty of 10 times the Awarded Rate will be imposed on the Agency for the difference in Quantity. Awarded Rate over here means Awarded Rate of Transporting Processed Khondalite from Kundakundi Kunda Khondalite Mines, Narangarh to Malipada Processing unit.

#### 6.4 Liquidated Damages (LD)

- In case the Agency fails to mobilise required men and machinery for commencement of work within a fortnight from the date of issuance of the Letter of Award (LOA) and start production by end of the Mobilization Period, Liquidated Damages (LD) @ 2% of the Annual Work Value for the first Contractual Year plus GST as applicable shall be recovered from the agency per month of delay and part thereof, subject to maximum of 5% of Annual Work Value for the first Contractual Year.
- Provided, however, if the delay is due to causes beyond the control of the Agency, LD can be waived and/or re-assessed at the discretion of Chairman/MD, OMC and till then the LD amount shall be withheld from the Bills of the Agency.

6.5 GST on Penalty shall be recovered in addition to the LD amount.

#### 7. Waiver:

In case the causes of shortfall in target are beyond the control of the bidder, penalty can be waived and/or target can be re-assessed at the discretion of Chairman/M.D., OMC Ltd. and until then the penalty amount shall be withheld from the R/A bills of the bidder.

8. **Equipment:** The following equipment will be tentatively required for execution of the work as indicated in the Scope of work: i) Crane ii) Dumper

The machinery/ equipment given above are only indicative and not exhaustive.

#### 9. Service Provider's Method of Work

The service provider shall give full information in advance as to its plans for carrying out each part of the work to the Mines Manager, Khondalite. At any time before the commencement or during the progress of work, if it appears to the OMC that the organization of the service provider is insufficient/ inadequate to deliver the progress/ quality of work as required, the OMC may order the service provider to change or improve progress of work, facilities methods or organization and the service provider shall promptly comply with such orders but compliance with such orders shall not relieve the service provider of its obligations to secure the degree of safety, the quality of work and the quantity and the rate of progress required under the contract.

#### 10. Price Revision

##### PRICE VARIATION (ESCALATION/ DE-ESCALATION)

Price variation on account of escalation/de-escalation of the components of price as provided in Clause 10.1, 10.2 and Clause 10.3 of this Agreement will be allowed only on account of change in price/rate of such commodity/ components as per the formula provided in Clause 10.1, 10.2 and Clause 10.3:

### 10.1 Weight age of Different Components of Price for Producing and transporting Processed Khondalite

1	POL and Diesel	35%
2	Wages	20%
3	Machinery Spares	15%

#### 10.1.1 Formula for Price Adjustment

The total amount of escalation/ de-escalation which is to be adjusted shall be as follows:

$$\text{Price Adjustment} = \text{RED} + \text{REW} + \text{RES}$$

Escalation/de-escalation shall be as per departmental estimate. Escalation/de-escalation will be given on account of change in price/rate of wages, diesel, spares, tyres and tubes as per formula given below:

Month and Date of receipt of the bid is: \_\_\_\_\_

#### 10.1.2 For POL and Diesel

$$\text{RED} = \frac{35\% \times (\text{Dr}-\text{Db}) \times \text{R}}{\text{Db}}$$

RED	Rate of escalation/de-escalation on account of change in price of POL and Diesel.
35%	Weightage for POL and Diesel component
Dr	Wholesale price index (WPI) of with base year 2011-12 of HSD (commodity code-1202000005) of Office of Economic Advisor for the month immediately preceding the month of RA Bill or Final Bill.
Db	Wholesale price index (WPI) of Office of Economic Advisor with base year 2011-12 of HSD (commodity code-1202000005)for the month of receipt of tender (i.e.)
R	Awarded Rate/ Rate for Enhanced Quantity (as applicable) in Rs. Per Cum excluding GST

#### 10.1.3 For Wages

$$\text{REW} = \frac{20\% \times (\text{Wr}-\text{Wb}) \times \text{R}}{\text{Wb}}$$

REW	Rate of escalation/de-escalation on account of change in minimum wages of skilled worker working above ground at Khondalite mines/ Considered Minerals as declared by Central Government
-----	--

20%	Weightage for Wages component
Wr	Revised minimum wages along with VDA of skilled workers working above ground at Khondalite mines/ Considered Minerals as per Central Government (recent revision)
Wb	Minimum wages along with VDA of skilled workers working above ground at Khondalite mines/ Considered Minerals as per Central Govt. prevailing on the date of receipt of Bid
R	Awarded Rate/ Rate for Enhanced Quantity (as applicable) in Rs. Per Cum excluding GST

#### 10.1.4 For Machinery Spares

$$RES = \frac{15\% \times (Sr - Sb) \times R}{Sb}$$

RES	Rate of escalation/de-escalation on account of change in price of Machinery Spares
15%	Weightage of Machinery Spares component
Sr	Wholesale price index (WPI) of with base year 2011-12 of Manufacture for machinery for mining, quarry & construction (commodity code-1318110000) of Office of Economic Advisor for the month immediately preceding the month of the bill.
Sb	Wholesale price index (WPI) of Office of Economic Advisor with base year 2011-12 of Manufacture for machinery for mining, quarry & construction (commodity code-1318110000) for the month of receipt of tender.
R	Awarded Rate/ Rate for Enhanced Quantity (as applicable) in Rs. Per Cum excluding GST

#### 10.2 Effective Date

- (i) Wages: The rate prevailing on the 1st day of the month for which the RA Bill or Final Bill shall be taken into consideration.
- (ii) Components: The Wholesale Price Index of the components except the wages as mentioned in Clause 10.1 and Clause 10.2 for the month immediately preceding the month for which the RA Bill or Final Bill is being preferred will be considered for escalation/de-escalation.

### 10.3 Escalation/De-escalation Basis

Escalation/De-escalation will be paid on the delivered quantity at applicable rate for the month the Ore is delivered.

## 11. Taxes & Duties

### 11.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actual and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
  - i) The Service Provider should have registration under GST Acts
  - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
  - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
    - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
    - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters-hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
    - c. Date of its issue;
    - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
    - e. Harmonized System of Nomenclature code for goods or SAC code for services;
    - f. Description of goods or services;
    - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
    - h. Total value of supply of goods or services or both;
    - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
    - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);

- k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
  - m. Address of delivery where the same is different from the place of supply;
  - n. Whether the tax is payable on reverse charge basis; and
  - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
  - v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
  - vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
  - vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
  - viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

#### **11.2. Direct Taxes**

TDS as applicable shall be deducted under Income Tax Act, 1961 and certificate of deduction shall be provided by OMC to the Service Provider in accordance with the provisions of Income Tax Act, 1961.

#### **12. Designated nodal officer and key contacts of OMC**

Sri Gangadhar Nayak,  
Addl. General Manager (Min),  
Mob No. 7008217921

#### **13. Limitation of Liability**

- 13.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

#### **14. Compliances to policies and standards adopted or to be adopted by OMC**

- 14.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

- i) Integrated Management System (IMS) policy of OMC – as available on the website of OMC (<http://omcltd.in/2016/Portals/0/PDF/English.pdf>) and as may be updated by OMC from time to time
- ii) Sustainable Development Framework (SDF) – The Ministry for Mines, Government of India has implemented a “Star Rating” system for mining leases to promote sustainable development practices, which includes addressing the social impact of resettlement and rehabilitation and key information’s of the mining activity including mines basic information’s environmental safeguard measures, CSR activities as a whole. A star rating program is the implementation to be given to mining leases for the efforts and initiatives taken for implementation of the SDF. In order to implement its performance with respect to the SDF on environmental, social and operational aspects, OMC has constituted a Sustainable Development Unit (SDU). In this context, the Service Provider shall adhere to implement at its own costs all aspects, requirements and directives of the SDF and SDU as may be applicable to the Service Provider.

**15. Obligations of OMC**

OMC shall be responsible for providing the below mentioned facilities:

- a. Access to the site and suitable arrangement for conducting the loading and transport at site.
- b. Provision of safety and security at mine premises and accommodation if requested subject to availability and on chargeable basis at existing rates.
- c. Obtain Stack removal permission from Office of the Dy. Director of Mines.
- d. Provide principal employer certificate to the Service Provider if necessary, for obtaining Labour License.

**16. Operation and Maintenance Obligations of the Mine Operator**

The operation and maintenance obligations (the “Operation and Maintenance Requirements”) shall include but not limited to:

- a) undertaking routine maintenance including prompt repairs of all equipment deployed by the Agency so as to ensure compliance with the Operation and Maintenance Requirements and the Specifications and Standards;
- b) undertaking major maintenance of equipment and installations;
- c) complying with Safety Requirements ;
- d) operation and maintenance of all equipment diligently and efficiently and in accordance with Standard Industry Practice;



### 13. Annexure 2A: Proforma of the Agreement to be signed between OMC and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

Odisha Mining Corporation Limited, an undertaking of the Government of Odisha and having its head office at OMC House, Bhubaneswar-751001 (hereinafter referred to as “OMC”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 or a Sole Proprietorship registered in India and having its registered office at [•] (hereinafter referred to as the “Service Provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OMC through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the “Tender”) for the Procurement of Services - [•] (through e-tendering);
- ii) on the basis of the said Tender, OMC has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this Agreement, in particular:

- (a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and
- (b) OMC shall make payments to the Service Provider in accordance with the provisions of this Agreement.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) <Other important terms and conditions may be included>
- (d) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha Mining Corporation For and on behalf of M/s.

(Authorized Representative)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the Service Provider:

OMC House, Bhubaneswar-751001

Address:

In presence of the following witnesses

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the Service Provider:

OMC House, Bhubaneswar-751001

Address:

## 14. Annexure 3: Format for Power of Attorney

**(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by Odisha Mining Corporation Limited for the "Procurement of Services – [•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20[•].

For

Witnesses

.....  
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)  
(Name, Title and Address of the Attorney)

## 15. Annexure 4: Price Bid Format

**Tender inviting Authority :- Regional Manager, Khondalite Group of Mines**

**Name of the Work:-** Hiring of Machineries for loading of Khondalite Block by engaging Crane and required capacity Dumper at Kundakundi Kunda Khondalite Mines, Narangarh and Transporting of the same to Malipada Decorative Stone Processing Unit of OMC Ltd.

**Contact No-7008217921**

**Bid document No. OMC/E-PROC/KNDL/01/2023 Dated 16.02.2023**

Bidder Name:							
(This BoQ template must not be modified/replaced by the bidder and the same should be dropped after filling the relevant columns, else the bidder is liable to be rejected for this tender, Bidders are allowed to enter the Bidder Name and Values only)							
Sl No	Item Description	SAC CODE	Quantity of Khondalite in Cubic Meter	Basic Rate for Loading and Transporting of Khondalite per Cum. per KM in Figures to be entered by the Bidder In Rs. excluding GST	Approximate Distance in Kilo Meter	Total Amount excluding GST (In Rs.)	Total Amount in words, In Rs. excluding GST
1	2	3	4	5	6	7	8
1	Hiring of machineries for loading of Khondalite Block from Kundakundi Kunda Khondalite Mines, Narangarh and transportation of the same to Malipada Decorative Stone of OMC Ltd		7500		08		
<p>i. If any discrepancies found in Rate quoted in figure and Rate quoted in word then the Rate quoted in word shall be considered.</p> <p>ii. Only type written price will be accepted.</p>							

Signature of the Bidder with seal

## 16. Annexure 5: Declaration by the Bidder

**(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

Date: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm \_\_\_\_\_ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

## 17. Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation/existence related documents		
3	Declaration by the Bidder - Annexure 5		
4	Proof of payment of Tender Paper Fee		
5	Proof of payment of EMD/ documents related- to exemption from the same		
6	Power of Attorney - Annexure 3		
7	Signed copy of check list with seal - Annexure 6		
8	Bank details – Annexure 7		
9	Details of Equipments & Accessories proposed to be deployed – Annexure 10		
10	SA 8000 Compliance – Annexure 12		
11	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

## 18. Annexure 7: Mandate Form - on the letter head of the Bidder

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

**Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS**

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

**(Please furnish the information in capital letter)**

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

### 3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

\* In case of Bidders having Bank account in Union Bank of India

### 4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold OMC Ltd. responsible.

Date                      Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:                      Signature of the Bank with seal



## 19. Annexure 8: Format for Performance Security

*BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invocable at its Branch in Bhubaneswar*

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) ..... (“AGENCY”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 (“OMC”) has issued a Letter of Award (LoA) dated ..... (the “LoA”) whereby OMC has agreed to engage the Agency for ..... (the “agreement”).
- (B) The LOA requires the AGENCY to furnish Performance Security to OMC of a sum of INR \_\_\_\_\_/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of \_\_\_\_\_ (the “Guarantee Period”).
- (C) We, ..... through our branch at .....(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
  2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the

power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed INR .....
  - ii) The Bank Guarantee shall be valid up to ..... (“Expiry Date including claim period” ..... of the Bank Guarantee).
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ..... (Claim Period of the Bank Guarantee) at our Branch at \_\_\_\_\_Bhubaneswar.
  - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592)

Signed and Delivered by \_\_\_\_\_ Bank By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

## 20. Annexure 9: Format Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service provider)

This deed of Indemnity executed by ..... hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Odisha Mining Corporation Ltd., Bhubaneswar, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order for the supply of ..... on terms and conditions set out inter alia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees ..... only)

And Whereas, it is required under the above mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of.....calendar months from the date of receipt of stores or ..... actual working hours from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier.
- II. any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services loaned by indemnified for use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the guarantee, or supply spare stores for the defective portion only free of cost at site in respect of the purchase order/ service order obligations that emanate from the same already referred to the extent of ₹.....(Rupees..... only)

For .....

(Signature with Name and Designation)

Station:

Date:                      Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address

Signature      Seal

## 21. Annexure 10: List of Equipment and Accessories

DETAILS OF EQUIPMENTS AND ACCESSORIES FOR LOADING AND TRANSPORTING,  
WHICH THE TENDERER PROPOSES TO DEPLOY  
(For Rig machines owned by the bidder agency)

Machineries	Make	Model	Capacity	No. Required
Crane				
Dumper				

(Signature of the Bidder with seal)

## 22. Annexure 12: SA 8000 Compliance Format

### A. Basic information

<b>Name of the organization</b>	
<b>Registered Office Address</b>	
<b>Telephone No / Mobile No.</b>	
<b>Name of the contact person</b>	
<b>Number of employees (staff and Workers)</b>	

### B. Information regarding Social Accountability

- What is the minimum age required to join your organization? \_\_\_\_\_ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes / No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes / No
- What types of medical benefits you provide to your employees?

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- Do you allow trade union and collective bargaining? Yes / No  
If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

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- In case of non-performance of any employee, how do you deal with such situations?



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- What are the procedures of hiring /promotion in your organization?

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- Do you provide appointment letter to your employees? Yes / No
- Do you maintain a documented terms and conditions of employment, or personnel file? Yes/ No
- If no, how do you terminate your employee?

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- How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

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- How many shift you have? \_\_\_\_\_ shifts
- Which day is off day in your organization? \_\_\_\_\_
- In case, a person works in off day or holiday, how he / she is compensated?

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- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No
- Lowest amount (salary / wage) you pay to your employees? Rs. \_\_\_\_\_/- (per day)
- Highest amount paid by you? Rs. \_\_\_\_\_/- (per day)
- Is there any case of deduction in wage? Yes / No
- In case, it is yes, what are the general reasons for such deduction?

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- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers Yes / No

**Declaration:**

We do hereby declare that our organization is committed to the principles of social accountability. We will promptly implement remedial / corrective actions identified against the requirement and will promptly inform your organization. We also declare that the sub contractors / sub supplier's performances are monitored by us regarding issues related to SA8000.

Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned information are correct to the best of our knowledge

\_\_\_\_\_

(Signature)

Name of the person: \_\_\_\_\_

Designation: \_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Seal of the organization

