



**ODISHA MINING CORPORATION LIMITED**

**(A GOLD CATEGORY STATE PSU)**

**Bid Document  
for  
Operating Pharmacy Outlets & supply  
of Medicines with Surgical items at  
Different Locations of OMC  
(through e-tendering)**

**Bid document No: OMC/E-PROC/C&P/59/2023,Dtd:16.02.2023**

## Contents

E-procurement notice.....	3
1. Schedule for the Tender .....	4
2. Data Sheet .....	5
3. Disclaimer .....	6
4. Abbreviations.....	9
5. Definitions and Interpretations .....	10
6. Scope of Supply.....	13
7. Eligibility Criteria.....	16
8. Instruction to Bidders .....	19
9. Additional Instructions to Bidders .....	29
10. Additional Information on E-tendering process .....	30
Annexure 1: General Conditions of Contract-Goods .....	34
Annexure 2: Special Conditions of Contract .....	46
Annexure 3: Format for Power of Attorney.....	57
Annexure 4: Price Bid Format .....	58
Annexure 5: Declaration by the Bidder .....	60
Annexure 6: Check-list for the Techno-Commercial Bid.....	61
Annexure 7: Mandate Form - on the letterhead of the Bidder .....	62
Annexure 8: Format for Security Deposit <> .....	64
Annexure 9: Format Indemnity Bond .....	68
Annexure 10: Integrity Pact.....	70

## E-procurement notice

**Bid document No.: OMC/E-PROC/C&P/59/2023,Dtd:16.02.2023**

1	Work name	Operating Pharmacy Outlets & supply of Medicines with Surgical items at Different Locations of OMC (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 17.02.2023; Time: 05:00 PM
3	Last date for sending queries to OMC	Date: 25.02.2023; Time: 05:00 PM; queries may be sent by email to skbiswal@odishamining.in
4	Pre-bid meeting	Date: 28.02.2023; Time: 03:30 PM; Venue: Through VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 03.03.2023
6	Bid Due Date	Date: 14.03.2023; Time: 05:00 PM
7	Opening of Techno-Commercial Bid	Date: 15.03.2023; Time: 11:30 AM
8	Opening of Price Bid	To be informed to the Techno-Commercially Qualified Bidders
9	Tender Paper Fee (non-refundable) including GST	Amount: INR 11,800 /- (Rupees Eleven Thousand Eight Hundred Rupees 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> )
10	Earnest Money Deposit (EMD)	Amount: INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand 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/-  
Advisor(C&P)

**Odisha Mining Corporation Ltd.**

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

## 1. Schedule for the Tender

Sl. No.	Parameter	Name
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; Time: 05:00 PM
3	Last date for sending queries to OMC	Date: 25.02.2023; Time: 05:00 PM; queries may be sent by email to <a href="mailto:skbiswal@odishamining.in">skbiswal@odishamining.in</a>
4	Pre-bid meeting	Date: 28.02.2023; Time: 03:30 PM; Venue: Through VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 03.03.2023
6	Bid Due Date	Date: 14.03.2023; Time: 05:00 PM
7	Opening of Techno-Commercial Bid	Date: 15.03.2023; Time: 11:30 AM
8	Opening of Price Bid	To be informed to the Techno-Commercially Qualified Bidders

## 2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Operating Pharmacy Outlets & supply of Medicines with Surgical items at Different Locations of OMC (through e-tendering)
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	<a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>
5	Tender Paper Fee(non-refundable) including GST	INR 11,800 /- (Rupees Eleven Thousand Eight 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> )
6	Earnest Money Deposit (EMD)	INR 7,50,000 /- (Rupees Seven Lakh Fifty Thousand only) Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )
7	Amount of Security Deposit (SD)	INR 30,00,000 /- (Rupees Thirty Lakhs only) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8 and shall be valid for 5 (Five) Years or end of contract
8	Nodal Officer	Name: Shri S.K.Biswal DGM(Mech.) C&P Phone No.: +91-9437248922 e-mail: <a href="mailto:skbiswal@odishamining.in">skbiswal@odishamining.in</a>
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/E-PROC/C&P/59/2023,Dtd: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 annexures 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 is received within the last date for submission of Pre-Bid queries, 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/C&P/59/2023, Dtd:16.02.2023 for Operating Pharmacy Outlets & supply of Medicines with Surgical items at Different Locations of OMC (through e-tendering) 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);
- 5.14 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.15 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1;
- 5.19 “Preferred Bidder” shall have the meaning given to it in Clause 8.21;
- 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 “Techno-commercially 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 Supply

- 6.1 Odisha Mining Corporation, A Govt. of Odisha undertaking having its Head Office at Bhubaneswar, Regional Offices and Mines at different locations in Odisha intends to engage an agency to meet the requirement of allopathic medicines and surgical items of its employees by operating pharmacy outlets on consignment basis at Jilling Langalota & Seremda Mines and to supply allopathic medicines and surgical items on fortnight / monthly basis to the concerned mines under the pharmacy outlets mentioned below for 5 years. **The concerned mines shall take delivery of the medicines and surgical items by their own arrangement from the respective outlets:**

Sl. No.	Place of Operating Pharmacy Outlets	Mines / Locations	Details of Work	Approximate Annual Requirement of Medicines & Surgical Items(in INR Lakhs)				
				2023	2024	2025	2026	2027
1	Jilling Langalota Mines	Jilling Langalota	Supply of allopathic medicines and surgical items by operating pharmacy outlet on consignment basis	40	48	58	70	84
		Khandbandh	Supply of allopathic medicines and surgical items from Jilling Langalota outlet on fortnight/ monthly basis	20	20	25	25	25
		Tiringpahar Mines		7	8	9	10	11
		BPJ		20	24	29	35	42
		Mahaparbat/ Unchabali		30	30	30	30	30
		Banspani		20	24	29	35	42
		Dubuna		27	31	35	38	41
2	Seremda	SB-BK Mines/SB-	Supply of allopathic	30	35	37	40	42

	<b>Mines</b>	Prospecting / RO, Barbil	medicines and surgical items by operating pharmacy outlet on consignment basis					
		Guali	Supply of allopathic medicines and surgical items from Seremda Mines outlet on fortnight/ monthly basis	66	75	84	96	110
		RO,Koira (Kasira Dispensary)		7.35	7.72	8.10	8.51	8.93
		Kurmitar		72	84	96	96	96
<b>3</b>		<b>Supply from Agency's outlet at Rayagada</b> to RO, South Zone, Rayagada	Supply of allopathic medicines and surgical items by agency's pharmacy outlet at Rayagada on fortnight/monthly basis	24	24	24	24	24
		<b>Supply from Agency's outlet at Rayagada</b> to Kodingamali Bauxite Mines		36	36	36	36	36
<b>Total Approximate Annual Requirement</b>				<b>399</b>	<b>447</b>	<b>500</b>	<b>544</b>	<b>592</b>

**Note:** For Rayagada Region, the agency shall supply the medicines and surgical items from its own outlet either existing or new establishment at Rayagada. In case the agency decides to establish a new outlet in Rayagada, the cost for establishment of the same shall be borne by the agency. Further, if the agency shall be unable to open the Pharmacy outlet at Rayagada, the agency shall supply the medicines and surgical items at RO, Rayagada by its own arrangement (for RO, Rayagada & Kodingamali Mines) from its other outlet. In this case, Kodingamali Mines shall take the medicines and surgical items from RO, Rayagada by their own arrangement.

- 6.2 The detailed scope and specifications of the medicines and surgical items to be supplied and the scope of supply, along with the inspection requirements, requirements of special tests and test certificates (if any) and requirements of statutory and compliance related approvals is given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Goods” 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 Purchase Order 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>i) The Bidder shall be a Distributor/ Wholesaler/ Authorized Dealer/ Stockiest/ Retailer of Medicines in India and should have valid Drug License Issued by the Drugs Controller.</p> <p>ii) The bidder should have at least 10 (ten) operating pharmacy outlets in India during last 5 years including current financial year.</p> <p><b><u>Note:</u></b></p> <p>a. Applicable 5 (five) years shall be FY2018-19, FY2019-20, FY2020-21, FY2021-22 and FY 2022-23)</p>	<p>Self-attested copies of</p> <p>i) Proof of being Distributor /Wholesaler/ Authorized Dealer/ Stockiest/ Retailer of medicines in India.</p> <p>ii) (a). Drug license issued by the Drugs Inspector/Competent authority for at least ten (10) outlets.</p> <p>(b).Documentary proof (Retail License of same firm/proprietorship) for operating at least ten operating pharmacy outlets in India during last five years</p>
7.2	<p><b><u>Financial Criteria</u></b></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least 10 Crores.</p> <p><b><u>Note:</u></b></p> <p>a. Applicable 3 (three) years –FY2019-20, FY2020-21and FY2021-22</p>	<p>i) Copies of audited financial statements</p>
7.3	<p><b>Other Criteria</b></p>	
7.3.1	<p>The Bidder can be either</p> <p>i. a Company (Private or Public), or</p> <p>ii. a registered partnership firm, or</p> <p>iii. an LLP firm</p> <p>iv. Proprietorship</p>	<p>Copies of</p> <p>i. 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
		ii. Registered partnership firm <ul style="list-style-type: none"> <li>• Registration certificate/ Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul> iii. LLP firm <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul> iv. Proprietorship <ul style="list-style-type: none"> <li>• GST Registration certificate</li> <li>• Deed of Proprietorship</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. c) <b>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.</b> Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform in last 3 (three) Financial Years will not be eligible to participate in the bidding. <b>Note:</b> a. Applicable 3 (three) financial years –	Decision of OMC in this regard is final & binding on all such entities

#	Criteria	Required Documents
	FY2019-20, FY2020-21 and FY2021-22	

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 the bidder is a Company, the person executes the power of Attorney on behalf of the bidder in favour of its authorized signatory, should have authorization through a Board Resolution for signing 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, 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 techno-commercially disqualified Bidders shall be returned after declaration of the list of such techno-commercially 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 Security Deposit.
- 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 Purchase Order within the timeframe allowed by OMC;
  - iii) if the Preferred Bidder fails to submit the Security Deposit 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;
  - 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 supply of goods <and installation>and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for supplying of the required goods in accordance with the tender documents 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 issue of Purchase Order 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 BoQ provided.

#### 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 through email of the Nodal officer. The Bidders shall be allowed a maximum time period of 3 (three) working days for 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 techno-commercially 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 techno-commercially qualified Bidders through e-procurement portal; the Price Bids of only techno-commercially qualified Bidders shall be opened. A comparative statement shall be prepared as per Clause 8.15.2

8.21 Preferred Bidder: The Bidder who quotes highest % of weighted average discount on MRP of medicines & surgical items for both Outlet & Supply taken together, as per the formula mentioned below 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 issuance 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 Security Deposit, failing which the issued LoA shall be liable for cancellation and EMD of the Preferred Bidder shall be forfeited by OMC. In such a case depending on situation, OMC reserves the right to approach the techno-commercially qualified Bidder who has submitted the next highest weighted average discount % and ask such Bidder to match the awarded discount and on acceptance of the same, issue of a fresh LoA to such Bidder and proceed as per the Clause 8.21.

### **Weighted average % Discount=**

**(% Discount quoted on operating pharmacy outlet +4.12X% Discount Quoted on supply of medicines & surgical Items to the Mines)/5.12**

However, final discount shall be applicable after negotiation for both operating pharmacy outlet & supply of medicines with surgical items for awarding the contract.

#### 8.21.1 Tie-Bidders:

In the event that 2 (two) or more techno-commercially 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 Award of Contract: Within 15 (fifteen) days of receipt of the signed copy of the LoA, along with the Security Deposit, the L1 Bidder (quoted highest weighted average discount) shall be awarded by OMC.

Within 15 (FIFTEEN) days of receipt of the signed copy of the LoA, along with the Security Deposit, the Agreement shall be signed by the Preferred Bidder, failing which the EMD shall be forfeited and appropriated by OMC. In such a case depending on situation, OMC reserves the right to approach the techno-commercially qualified Bidder who has submitted the next highest weighted average discount % and ask such Bidder to match the awarded discount and on acceptance of the same, issue of a fresh LoA to such Bidder and proceed as per the 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 Security Deposit: The amount of the Security Deposit is indicated in the Data Sheet. The Preferred Bidder shall submit the Security Deposit at the Head Office, OMC upon issue

of LoA within a period of 15 (fifteen) days. The Security Deposit shall be in the form of a DD or 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. The Security Deposit shall be valid for the entire contract period and shall be released at H.O, OMC after receiving confirmation to release from the concerned authorities of Regional offices. The BG shall be kept valid till completion of the agreement/contract period, and should have a claim period of Two(2) months from the expiry of validity of BG. In case there is delay in finalization of the agreement/contract then the agency shall extend the validity of BG till finalization of such agreement/contract at its own cost.

## 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.

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. The bidders may reach out to the concerned officer of OMC mines/ Regional Offices as given below for any queries related to site visit.

#	Region	Name of the Head C&P	Mobile No.
1	Barbil	Sri P.K Panigrahi	+91-9437389487/6371811766
2	Koira	Sri S.K Sethi	+91-9439316976/8917318599
3	Rayagada	Sri Amitav Nanda	+91-9437385530/8144267900

9.1.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

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

### 9.2 Pre-bid meeting:

9.2.1 A pre-bid meeting shall be organized by OMC; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.

9.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder

## 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 Purchase Order/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 Bidis to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
  - 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 bank(ICICI Bank) is 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 Paper cost &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 Deleted

10.7 Price Bid: The price bid containing the percentage of discount on MRP shall be in Excel format (or any other format) and shall be uploaded by OMC during tender creation. This shall be downloaded by the Bidder and shall be used to quote the Price Bid. Thereafter, the Bidder shall upload the same Excel file during bid submission in Cover-II. The L1 price shall be decided for module as stipulated in the tender. The Price Bid of the

Bidders shall 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. 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 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 techno-commercially 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 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 mail & registered/speed post to the office address of the Preferred Bidder.

## Annexure 1: General Conditions of Contract-Goods

### 1. Definitions

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

- 1.1. "Purchase Order Price" or "Purchase Order Value" shall mean the price payable to the Seller under the PO / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Country of origin": For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied;
- 1.3. Deleted
- 1.4. "Inspector" shall mean any person nominated by or on behalf of OMC to inspect supplier's Stores or works under the PO / Agreement or his duly authorized agent;
- 1.5. "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the PO / Agreement documents;
- 1.6. "Purchase Order (PO)" or "Agreement" shall mean the PO / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.7. "Site" shall mean the place or places named in the PO / Agreement or such other place or places at which any work has to be carried out as may be approved by OMC;
- 1.8. "Supplier" or "Seller" shall mean the person, firm or company with whom the PO / 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;
- 1.9. "Stores" or "Material" or "Goods" or "Equipment" means the goods specified in the supply order or schedule which the Seller has agreed to supply under PO / Agreement;
- 1.10. "Test" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

## **2. Scope of Supply**

- 2.1. Scope of Supply shall be as defined in the Special Conditions of Contract and Annexure thereto.
- 2.2. The Goods / Equipment supplied under the PO / Agreement shall conform to the standards mentioned in Special Conditions of Contract, or such other standards which ensure equal or higher quality.

## **3. Instructions, Direction & Correspondence**

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

## **4. PO / Agreement Obligations**

- 4.1. If after award of the LoA, the Seller does not acknowledge the receipt of award or fails to furnish the Security Deposit 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 PO / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 4.3. The PO/ 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 PO / Agreement**

5.1. All modifications leading to changes in the PO / Agreement with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by OMC by issuing amendment to the PO / 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 PO / Agreement in any manner except to the extent mutually agreed through a modification of PO / Agreement.

5.2. OMC shall not be bound by any printed conditions or provisions in the Seller's Bid Forms or acknowledgment of PO / Agreement, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to PO / Agreement.

## **6. Use of PO / Agreement Documents & Information**

6.1. The Seller 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 Seller in the performance of the PO / 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 Seller 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 PO / Agreement.

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

7.1. Seller hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Seller 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 Seller shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods / Equipment or any part thereof.

7.3. Seller 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. Security Deposit**

8.1. The Seller shall furnish Security Deposit as per the terms and conditions provided in the Bid document.

8.2. The Security Deposit shall be for due and faithful performance during the project execution period 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 Seller abandons the work before its completion, or during its extended period, or
- If the work performed by the Seller is not as per the Technical specification as agreed by the Seller, or
- On breach of PO / Agreement by the Seller

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

8.4. Security Deposit shall be extended by the Seller in the event of delay in completion of work, as defined in the PO / 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 PO / Agreement, whichever is later.

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

**9. Deleted**

**10. Deleted**

**11. Delivery & Documents**

- 11.1. Delivery of the Goods / equipment shall be made by the Seller in accordance with terms specified in the Special Conditions of Contract, and the Goods / Equipment shall remain at the risk of the Seller until delivery has been accepted by OMC.
- 11.2. Delivery shall be deemed to have been made on receipt of Goods / Equipment by OMC at the designated site(s).
- 11.3. 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 void unless accepted by OMC.
- 11.4. The documentation shall be delivered in due time, in proper form and in the required number of copies as specified in the Special Conditions of Contract.

**12. Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges**

Details regarding Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges shall be specified in the Special Conditions of Contract.

**13. Terms of Payment**

- 13.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this PO / Agreement shall be specified in the Special Conditions of Contract.
- 13.2. All payments shall be made in INR only and shall be made directly to the bank account of the Seller.
- 13.3. No advance shall be paid and no letter of credit shall be issued.
- 13.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 13.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 13.6. Defective bills shall be returned to the Seller within 7 (seven) working days. No payment shall be made on defective/incomplete bills.
- 13.7. Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the notice inviting tender.

#### **14. Subletting & Assignment**

- 14.1. The Seller shall not without previous consent in writing of OMC, sublet, transfer or assign the PO / Agreement or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Seller from any obligation, duty or responsibility under the PO / Agreement.

#### **15. Delivery Period**

- 15.1. The delivery period shall be as given in Special Conditions of Contract. Extension in delivery period may be granted by OMC only in cases where the delay is not attributed to the Seller.
- 15.2. It may be noted that any extension of delivery period shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

#### **16. Cancellation of Purchase Order /Agreement**

- 16.1. If the Seller fails to fulfil the terms and conditions of the Purchase Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Purchase Order / Agreement and award the total or balance work (if any) to any other Seller at the risk and cost of the said Seller after giving 30 days' notice to the Seller as to why the said work shall not be awarded to another entity at his risk and cost. Further the Purchase Order / Agreement could be terminated by OMC if:
- i) There is a force-majeure situation,
  - ii) Seller has given false declaration or document including affidavit,
  - iii) Due to conflict of interest between OMC & Seller during the Purchase Order / Agreement execution,
  - iv) The Seller defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Purchase Order / Agreement,
  - v) The Seller or firm or any of the partner represented by the Seller, in the subject Purchase Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Seller entity has been wound up and dissolved,
  - vi) The Seller assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,

- vii) The Seller 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 Purchase Order / Agreement as the case may be,
- viii) Seller is an individual or a proprietary concern and the individual or the proprietor dies.
- ix) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Purchase Order / Agreement.

Termination of the agreement shall not relieve the Seller 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 Seller, shall not relieve the Seller of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Seller prior to the effective date of termination or arising out of such termination. Even if Purchase 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 Seller. OMC may also impose further penalties on the Seller 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 16.1.

## **17. Right to risk purchase**

If the supplier fails to fulfill the terms and conditions of the PO, OMC shall have the right to procure the goods from any other party for the execution/ completion of the scope of supply and installation (as the case maybe) under the PO and recover from the supplier all charges/expenses/losses/damages suffered by OMC, at the risk and cost of the supplier, after giving 15 (fifteen) days of notice to the supplier. This will be without prejudice to the rights of OMC for any other action including termination of the PO.

## **18. Force Majeure**

18.1. "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 PO / Agreement.

18.2. 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.

18.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this PO / 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.

18.4. 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 PO /Agreement or continue the PO / Agreement on mutually agreed revised terms.

## **19. Dispute Resolution**

19.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the PO (including its interpretation) between OMC and the Seller, 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 supplier 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.

19.2. Governing law and jurisdiction: This Purchase 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 Purchase Order/ Agreement.

## **20. Governing Language**

The PO / 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 PO / 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.

## **21. Notices**

Any notice given by one party to the other pursuant to the PO / 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.

## **22. Permits & Certificates**

- 22.1. Seller 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 Seller 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.

## **23. General**

- 23.1. The Seller shall be deemed to have carefully examined all PO / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the PO / Agreement documents.

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

- 23.3. Losses due to non-compliance of Instructions

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

- 23.4. Recovery of sums due

All costs, damages or expenses which OMC may have paid, for which under the PO / Agreement, the Seller 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 Seller under this PO / Agreement or other POs / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Seller be not sufficient to recover the recoverable amount, the Seller shall pay to OMC, on demand, the balance amount.

## **24. Fall Clause**

The price charged for the medicine and surgical items supplied by the supplier shall in no event exceed the lowest price at which the supplier sells the goods or offers to sell goods of identical description to any person(s)/ organization(s) including OMC or to the Central Government or State Government departments or any Public Sector undertakings of the Central or a State Government, as the case may be, during the period till the completion of the entire scope of supply and installation (as the case may be) under this PO / Agreement. If the supplier reduces its price or sells or even offers to sell the same goods, at a price lower than the price under this PO / Agreement, to any person or organization during the currency of this PO / Agreement, the price of the PO / Agreement shall be automatically reduced with effect from that date for the subsequent supply of all goods under this PO / Agreement shall be amended accordingly.

## **25. Liability and Indemnity**

25.1. Seller 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 Seller of any of its obligations under the PO / 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 PO / Agreement, or breach of statutory duty on the part of OMC, its suppliers and contractors, 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 Seller of any of its obligations under this PO / 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

PO / Agreement, or breach of statutory duty on the part of OMC, its suppliers or contractors, 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 PO / 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 Seller 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 Seller shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

25.2. OMC remains indemnified (even if the PO / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Seller and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **26. Publicity & Advertising**

Seller 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 PO / Agreement in any publication, publicity or advertising media.

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

## Annexure 2: Special Conditions of Contract

### 1. General

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 Supply, Specifications including technical parameters

#### 2.1. Scope of Supply

Odisha Mining Corporation, A Govt. of Odisha undertaking having its Head Office at Bhubaneswar, Regional Offices and Mines at different locations in Odisha intends to engage an agency to meet the requirement of allopathic medicines and surgical items of its employees by operating pharmacy outlets on consignment basis at Jilling Langalota & S eremda Mines and to supply allopathic medicines and surgical items on fortnight / monthly basis to the concerned mines under the pharmacy outlets mentioned below for 5 years. **The concerned mines shall take delivery of the medicines and surgical items by their own arrangement from the respective outlets:**

Sl. No.	Place of Operating Pharmacy Outlets	Mines / Locations	Details of Work	Approximate Annual Requirement of Medicines & Surgical Items(in INR Lakhs)				
				2023	2024	2025	2026	2027
1	Jilling Langalota Mines	Jilling Langalota	Supply of allopathic medicines and surgical items by operating pharmacy outlet on	40	48	58	70	84

			consignment basis					
		Khandbandh	Supply of allopathic medicines and surgical items from Jilling Langalota outlet on fortnight/ monthly basis	20	20	25	25	25
		Tiringpahar Mines		7	8	9	10	11
		BPJ		20	24	29	35	42
		Mahaparat/ Unchabali		30	30	30	30	30
		Banspani		20	24	29	35	42
		Dubuna		27	31	35	38	41
2		SB-BK Mines/SB-Prospecting / RO, Barbil	Supply of allopathic medicines and surgical items by operating pharmacy outlet on consignment basis	30	35	37	40	42
		Guali	Supply of allopathic medicines and surgical items from Seremda Mines outlet on fortnight/ monthly basis	66	75	84	96	110
		RO,Koira (Kasira Dispensary)		7.35	7.72	8.10	8.51	8.93
		Kurmitar		72	84	96	96	96
3		<b>Supply from Agency's outlet at Rayagada to RO, South Zone, Rayagada</b>	Supply of allopathic medicines and surgical items by agency's pharmacy outlet in Rayagada on consignment as well as fortnight/monthly basis	24	24	24	24	24
		<b>Supply from Agency's outlet at Rayagada to Kodingamali Bauxite Mines</b>		36	36	36	36	36
	<b>Total Approximate Annual Requirement</b>			<b>399</b>	<b>447</b>	<b>500</b>	<b>544</b>	<b>592</b>

The required drug licenses for the outlets shall be obtained and maintained by the agency. The agency shall keep sufficient stock of allopathic medicines and surgical items in the dispensaries at its own cost which shall be supplied to the employees/dependents of the OMC employees as per the prescription slips of the Doctor during the hospital hours.

For Rayagada Region, the agency shall supply the medicines and surgical items from its own outlet either existing or new establishment at Rayagada. In case the agency decides to establish a new outlet in Rayagada, the cost for establishment of the same shall be borne by the agency. Further, if the agency shall unable to open the Pharmacy outlet at Rayagada, the agency shall supply the medicines and surgical items at RO, Rayagdaby its own arrangement (for RO, Rayagada &Kodingamali Mines) from its other outlet. In this case, Kodingamali Mines shall take the medicines and surgical items from RO, Rayagada by their own arrangement.

OMC, at its discretion may change the Dispensary /Hospital timing and the location of the outlet and the agency shall be binding to the changed timing and location. However, if required the outlet can be opened for 24 hours with consent of OMC with mutually agreed basis. Agency shall appoint the manpower including pharmacist at his own cost required for maintaining the outlet. During dispensary/hospital working hours, at least one pharmacist shall remain present which is mandatory.

The qualification certificates of the pharmacist and the identity of the other employees to be engaged by the agency shall be submitted to OMC prior to the execution of the agreement.



## 2.2. Obligations of OMC

- i. The space and electricity shall be provided for the outlet by OMC at free of cost. The electricity supplied shall be used exclusively for the purpose of maintaining the pharmacy. However, one quarter at each location, if available, shall be provided to the agency on chargeable basis for accommodation of their employees.
- ii. The racks, bins, refrigerator, and other assets as available shall be handed over by OMC to the agency. If the agency is not willing to take all or any of the assets then it shall give its intention in writing to OMC. Any other assets required for functioning of the Pharmacy Outlets shall be procured and maintained by the agency at its own cost. At the end of the term of contact or on the event of cancellation of the contract, the assets taken from OMC shall be returned back to OMC in good condition. However, any additional assets/ facilities developed by the agency shall be returned to the agency.

## 2.3. Obligations of Agency for Operating Outlets

- i. The agency shall be required to maintain adequate inventory of medicines as per the list to be provided by the Medical Officer, OMC considering the requirement of the beneficiaries.
- ii. The license for opening of the retail outlets and the required drug license if any shall be obtained by the agency within 45 days of receipt of the work order /LoA.
- iii. The agency is required to operate the pharmacy outlets observing all statutory clearances within 45 days of receipt of the work order/ LoA.
- iv. The contract shall be awarded on the basis of the final discount on MRP (i.e., Maximum Retail Price which is printed on the packing/ flaps/ bottles.) after negotiation for both operating pharmacy outlet & supply of medicines & surgical items.
- v. **Mode of delivery of medicines and surgical items for Pharmacy Outlet:**
  - a. The agency shall have to maintain sufficient stock of medicines and surgical items after taking into account the list of medicines and surgical being used to avoid inconvenience to the OMC beneficiaries.

The OMC Doctor shall give a prescription slip detailing the quality and volume of the medicines to the concerned employee/ dependents. The contents of the slip shall be entered in the concerned register by OMC staff and the Sl. No. of the entry shall be written in the slip. The

slip shall be produced by the OMC patients or their dependents (beneficiaries) in the pharmacy outlet maintained by the agency. The agency shall issue the prescribed medicines to the concerned patient with due signature of patients or dependents on back of the slip. The medicines delivered by the agency shall be checked by the pharmacist of OMC. The batch no and MRP shall be recorded on the slip. If the prescribed medicines are not available in the outlet then the agency shall ensure availability of the medicines within 24 hours.

- b. **Example:** If medicines requisitioned in the first shift of a day are not available then the same to be made available in the 1st shift of the next day. Similarly, if the medicine requested in the 2nd shift of a day not available then the same to be made available by 2nd shift of the next day. If a specific medicine is not available in the Odisha market, then OMC may allow reasonable time for getting the medicine through courier from the other state.
- c. The agency shall indicate batch number and MRP in the prescription slip against each medicine at the time of supply. Medicines prescribed should be supplied without any substitute.
- d. In case it is found that any medicine is substandard or spurious or beyond the expiry period, the agency is liable to be blacklisted along with forfeiture of the Security Deposit, besides taking any other legal action as admissible under the law.
- e. In case of failure or refusal to supply the medicines by the agency, it will be treated as negative performance. Due to unavoidable reasons, if it is not possible to supply the medicines by the agency to the beneficiaries and the beneficiaries are compelled to procure the same from other sources/ local chemist/ stores and the price is paid by them, the price will be payable to the beneficiary by the agency for those medicines as per actual in the bill. In turn the payment against that bill shall be made to the agency by OMC at the quoted discounted rate.
- f. Engagement of qualified personnel at the outlet: The consignment agency shall have to engage qualified and all other mandatorily required personnel at the outlet during all shifts of the day for dispensation of medicines and all other related materials.

- g. No substitute medicines will be accepted under any circumstances unless prescribed by the OMC doctor. If the agency is unable to supply medicines from its own stock, the agency may make arrangement for supply from other pharmacy / sources at the same discount mentioned in the agreement.
- h. The contract shall be liable to be terminated at the option of OMC if non-observance of the condition is noticed or detected by OMC Doctors and other authorized officers.

#### **2.4. Obligations of Agency for Supply of Medicine and Surgical Items**

- i. The agency is required to supply medicines on fortnightly/ monthly basis as per the indent received from the Dispensaries within 10 days from the date of issue of indent and strictly as per the make and brand indicated against each item.
- ii. No substitute medicines will be accepted under any circumstances unless prescribed by the OMC doctor. If the agency is unable to supply medicines from its own stock, the agency may make arrangement for supply from other pharmacy / sources at the same discount mentioned in the agreement.
- iii. In case the agency fails to supply medicines in time thrice, the contract shall be reviewed and shall be liable for cancellation. In case the contract is cancelled the Security Deposit shall be forfeited.

#### **2.5. Agreement Period**

The agreement shall be for a total period of 5 (five) years which shall be renewed on year-to-year basis with same terms & conditions subject to satisfactory performance of the agency during the immediately preceding year. In case the performance of the agency is not satisfactory, the agreement can be terminated by OMC giving one-month prior notice with forfeiture of security deposit.

Also, if OMC management decides that it no longer requires the services of the agency, OMC may terminate the agreement at its own discretion by giving one-month prior notice without the forfeiture of security deposit. However, the agency can also terminate the agreement by giving 4 months prior notice with forfeiture of security deposit submitted by the agency.

#### **2.6. Variation of quantity and Location**

**2.7.** Variation of quantity before placement of Purchase Order (PO): OMC reserves the right to vary the quantity and delivery location for outlets, medicine and surgical items to be procured, depending on the actual requirements. OMC may vary the quantity of medicine and surgical items to be procured by up to 20% of the indicative annual estimate as per clause 2.1 of SCC.

**2.8. Price**

Percentage (%) of discount on MRP should be quoted in Price Bid (BoQ) available in the tender considering the outlets and associated areas:

The bidder offering highest percentage (%) of discount on the MRP (Maximum retail Price) of medicines and surgical items shall be declared the successful bidder.

**3. Payment terms:**

**3.1. Pharmacy Outlets:** The bill towards supply of medicines and surgical items at Pharmacy outlets shall be raised by the agency monthly (once in a month). The agency shall present the bill for each month's supply at pharmacy outlets within seven days of the closing day of the respective month. The bill shall be raised considering the supply of medicines and surgical items made each day. The bill shall be signed by the pharmacist & countersigned by the Medical Officer (I/c.). The content of medicines and surgical items in the bill shall be checked by the pharmacist/ authorised representative of OMC to that in the prescription slip. The bill shall be forwarded to the C&P Section of the concerned Region for processing for payment. The agency is required to submit the bill to the Medical Officer (I/c.) of OMC. In the absence of Medical Officer (I/c.)/ Pharmacist OMC may designate any other person to receive and sign on the bill so as to avoid delay.

**3.2. Supply of Medicine & Surgical Items:** The bills towards supply of medicines and surgical items shall be raised by the agency monthly (once a month) separately against the indent received from the respective dispensaries/ mines. The agency shall present the bills for each month's supply within seven days of the closing day of the respective month. The agency is required to submit the bills to the Medical Officer (I/c.) of the concerned Dispensary. The bills shall be signed by the pharmacist & countersigned by the Medical Officer (I/c.). The bills shall be forwarded to the C&P Section of the Region for processing for payment at respective Regional Office. In the absence of Medical Officer (I/c.)/ Pharmacist OMC may designate any other person to receive and sign on the bills so as to avoid delay.

**3.3.** The payment shall be released by OMC within 30 days of receipt of the correct invoice from the agency at the respective Regional Office.

3.3.1. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act and relevant rules as applicable.

3.3.2. All payment shall be released against Invoices raised as per GST Act and Rules.

#### **4. Price Revision:**

The discount quoted by the bidder shall remain firm & fixed during the entire period of contract and shall not be subject to reduction on any account except on variation due to Govt. taxes and duties. The price approved by the OMC for award of this contract will be inclusive of all levies, taxes and duties. Any upward or downward change in rate of GST during the contract period shall be to the account of OMC.

#### **5. Taxes & Duties**

##### **5.1. Indirect Taxes**

A) The Seller 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 PO / 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) Obligations relating to Goods and Services Tax (GST)

- i) The Seller should have registration under GST Acts
- ii) The Seller 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. Harmonised 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 Seller 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 Seller, Input credit of the GST amount paid on Invoices raised by the Seller is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Seller or the Seller has to deposit an equivalent amount.
  - vi) The Seller has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
  - vii) The Seller will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
  - viii) The Seller hereby undertakes to indemnify OMC, from any liabilities

arising in future due to noncompliance by the Seller of the GST Acts, Rules and any other Acts currently in force and applicable to the Seller in relation to the job assigned to the Seller by OMC.

## **5.2. Direct Taxes**

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

## **6. Liquidated Damages on Supply of Medicines and Surgical Items**

- 6.1.** If the Agency fails to supply medicines and surgical items within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the agency. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the PO.
- 6.2.** If the agency fails to supply medicines in time, Liquidated Damages shall be imposed & the agency will be liable to pay Liquidated Damages for such delay which will be @ 0.5% of the value of the items (excluding taxes and duties) of delayed portion per each week or part thereof of delay (07 days week) subject to maximum of 5% the total ordered value excluding taxes and duties. GST on the LD shall be recovered in addition to the LD amount.
- 6.3.** The delivery period shall start from the date of the indent received from dispensaries.
- 6.4.** OMC shall have full liberty to realise the LD through the following ways:
- A) Appropriation of the Security Deposit/Performance Security; OR
  - B) Appropriation the of EMD (in case provision of Security Deposit does not exist); OR
  - C) Reduction of the invoice/document value and release of the payment accordingly
- 6.5.** Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

If at any time during the PO / Agreement, the Seller encounters conditions that may impact the timely supply and installation (as the case maybe) of goods, the Seller shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Seller's notice, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Seller.

**7. Designated nodal officer and key contacts of OMC**

**8. Limitation of Liability**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Purchase Order / Agreement or otherwise shall be limited to 100% of Purchase 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.

**9. Others**



### 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 Goods – [•]”, 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)

## Annexure 4: Price Bid Format

**Tender Inviting Authority: Advisor(Contract & Procurement)**

**Name of Work: Operating Pharmacy Outlets & supply of Medicines with Surgical items at Different Locations of OMC**

**Notice No: OMC/E-PROC/C&P/59/2023 Dtd:16.02.2023**

<b>Name of the Bidder/ Bidding Firm / Company :</b>			
<p><b><u>PRICE SCHEDULE</u></b></p> <p><b>The Bidder who quotes highest % of weighted average discount on MRP of medicines &amp; surgical items for both Outlet &amp; Supply taken together shall be the Preferred Bidder</b></p> <p><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded 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)</b></p>			
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Percentage (%) of Discount on MRP To be entered by the Bidder</b>	<b>Weighted average % of Discount</b>
<b>1</b>	<b>2</b>	<b>13</b>	<b>53</b>
1	<b>Description</b>		
1.01	Supply of allopathic medicines and surgical items to the beneficiaries from the Pharmacy outlets as per scope of work  Mode of Supply : From Pharmacy outlet inside OMC Premises		<b>0.00</b>

1.02	Supply of allopathic medicines and surgical items to different mines of OMC from the Pharmacy Outlets as per scope of work  Mode of Supply : Direct to different mines of Barbil & Koira Reigion from Pharmacy outlet inside OMC Premises / Agency's outlet (for Raygada Region)		
			<b>0.00</b>

**Note:** The Bidder who quotes highest % of weighted average discount on MRP of medicines & surgical items for both Outlet & Supply taken together, as per the formula mentioned below shall be the Preferred Bidder.

**Weighted average % Discount =**

(% Discount quoted on operating pharmacy outlet + 4.12 X % Discount Quoted on supply of medicines & surgical Items to the Mines)/5.12

Signature of the Bidder with seal

## 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, here by 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:

## 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 related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Integrity Pact - Annexure 11		
11	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 7: Mandate Form - on the letterhead 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

## Annexure 8: Format for Security Deposit <>

*BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable 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 Security Deposit <> 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 relieved 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.....

## 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

## Annexure 10: Integrity Pact

### Integrity Pact

Between

Odisha Mining Corporation Limited (OMC) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

### Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

### **Section 1 - Commitments of the Principal**

- 1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the Contract execution.

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material or other benefit which he/ s he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
  - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings in the manual of OMC.

### **Section 4 - Compensation for Damages**

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

#### **Section 5 - Previous transgression**

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of OMC.

#### **Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

- 1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, OMC.

#### **Section 8 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/ Chairman/ CMD of OMC.

#### **Section 9 - Other provisions**

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.



- 2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_

(For & On behalf of the Principal)

(Office Seal)

\_\_\_\_\_

(For & On behalf of the Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_