



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

**Bid Document**  
**for**  
**Configuration and Implementation of**  
**Human Resource Management System**  
**(HRMS) Software along with Annual**  
**Licensing Cost for 5 (five) years**  
**(through e-tendering)**

**Bid document No: OMC/E-PROC/CMC/47/2021 dated 11.08.2021**

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## E-procurement notice

**Bid document No.:** OMC/E-PROC/CMC/47/2021 **dated** 11.08.2021

1	Work name	Configuration and Implementation of Human Resource Management System (HRMS) Software along with Annual Licensing Cost for 5 (five) years
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.08.2021; Time: 5:00 PM
3	Last date for sending queries to OMC	Date: 20.08.2021; Time: 5:00 PM; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
4	Pre-Bid Meeting	Date: 23.08.2021; Time: 11:00 AM; Venue: Virtually
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 27.08.2021
6	Bid Due Date	Date: 13.09.2021; Time: 3.00PM
7	Opening of Techno-Commercial Bid	Date: 13.09.2021; Time:5.00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Paper Fee(non-refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine Hundred only)including GST@18% Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )
10	Earnest Money Deposit (EMD)	Amount: INR 1,60,000/- (Rupees One Lakh Sixty 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 2377443, 2377488

## 1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 11.08.2021
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.08.2021; Time: 5:00 PM
3	Last date for sending queries to OMC	Date: 20.08.2021; Time: 5:00 PM; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
4	Pre-bid meeting	Date: 23.08.2021; Time: 11:00 AM; Venue: Virtually
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 27.08.2021
6	Bid Due Date	Date: 13.09.2021; Time: 3.00 PM
7	Opening of Techno-Commercial Bid	Date: 13.09.2021; Time: 5.00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

## 2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Configuration and Implementation of Human Resource Management System (HRMS) Software along with Annual Licensing Cost for 5 (five) years
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee(non-refundable) including GST	INR 5,900/- (Rupees Five Thousand Nine Hundred only)including GST@18% Payable online on the e-tender portal of Government of Odisha(www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	INR 1,60,000/- (Rupees One Lakh Sixty Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Security Deposit (SD)	5% of Configuration and Implementation Charges of HRMS(excluding GST) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8 or through NEFT or e-payment to OMC In case of NEFT or e-payment, OMC shall provide the necessary OMC's bank account details
8	Amount of Performance Security	10% of Total Annual Recurring Charges against Annual Licensing Cost of HRMS considering all 5 years (excluding GST) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8 In case of NEFT or e-payment, OMC shall provide the necessary OMC's bank account details
9	Nodal Officer	Name: Ashok Kumar Mishra Phone No.: 0674-2377490 e-mail: <a href="mailto:akmishra@odishamining.in">akmishra@odishamining.in</a> , <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
10	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
11	Bid document No.	OMC/E-PROC/CMC/47/2021

### 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
HRMS	Human Resource Management System
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
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 Selected 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/CMC/39/2021 dated 03.06.2021 for Configuration and

Implementation of Human Resource Management System (HRMS) Software along with Annual Support for 5 (five) years 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 “Selected Bidder” shall have the meaning given to it in Clause 8.21;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its PriceBid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

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

## 6. Scope of Services

- 6.1 The selected Service Provider shall procure and implement Human Resource Management System (HRMS) Software as well as provide services related to Annual Support.
- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

## 7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<p><b><u>Technical Criteria</u></b></p> <p>The Bidder must have experience of having successfully executed similar work on Human Resource Management System in State or Central Government organizations/ PSUs / Private organization during the last 5 (five) years in India, which shall be either of the following:</p> <p>i) Three similar completed Services of value not less than INR 32 Lakh each OR</p> <p>ii) Two similar completed Services of value not less than INR 40 Lakh each OR</p> <p>iii) Single similar completed Service of value not less than INR 64 Lakh</p> <p><b><u>Note:</u></b></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the work of implementation of cloud-based/ on-premise Human Resource Management System or Payroll management solution.</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2016-17, FY 2017-18, FY 2018-19, FY2019-20 and FY 2020-21)</p> <p>c. For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 Crore during any</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>

#	Criteria	Required Documents
	financial year preceding three consecutive Financial Years ending on 31.03.2020.	
7.2	<p><b>Financial Criteria</b></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1Crore.</p> <p><b>Note:</b></p> <p>a. Applicable 3 (three) years –FY 2017-18, FY 2018-19 and FY 2019-20.</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor stating that the audit for last financial year has not yet been completed.</p>
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	<p>Copies of</p> <p>a) 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> <p>b) Registered partnership firm</p> <ul style="list-style-type: none"> <li>• Registration certificate</li> <li>• Deed of Partnership</li> </ul> <p>c) LLP firm</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul>
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> <li>▪ Copy of PAN</li> <li>▪ Copy of GST registration certificate – REG 06</li> </ul>
7.3.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	<p>a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details</p> <p>b) Proof of payment of EMD; Please refer to Clause 8.7 for</p>

#	Criteria	Required Documents
		further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities
7.3.6	Bidder should have valid security and software development methodology certificate. The bidder should submit copies of relevant ISO and/or CMMI certificates	Copies of relevant ISO and/or CMMI certificates In case of the bidder as OEM, it should possess the mentioned certificate. In case of bidder as Implementation partner, it should either possess the mention certificate or produce the certificate on behalf of the OEM.

Note:

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of GST.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. 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. 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 technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

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

8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected 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 Selected Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Selected 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 Selected Bidder, does not comply with the requirements of the Price Bid;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

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

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

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

documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.

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

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

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

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

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

in this regard.OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha.The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
  - ii) Techno-Commercial Bid checklist as per Annexure 6
  - iii) Mandate Form for Bank payment through e-mode as per Annexure 7
  - iv) Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6
- 8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.

The Bidder shall quote the following:

- a. Configuration and Implementation Charges of Human Resource Management System
- b. Year-wise Annual Recurring Charges against Annual Licensing Cost of Human Resource Management System
- c. Man-day rate of deployment of on-site professional for implementation of Change Request tasks

- d. Man-day rate of deployment of off-site professional for implementation of Change Request tasks

For carrying out Change Request tasks, the agency shall deploy the requisite number of on-site and off-site professionals. Payment against such Change Request tasks shall be based on the man-day efforts approved by OMC. (Refer SCC for details)

However, for the purpose of computation of Price Bid, 50 days of deployment of on-site professionals and 100 days of deployment of off-site professionals shall be considered. The actual no. of days of deployment of on-site/off-site professionals during the Contract Period shall depend upon the requirement of Change Request tasks, which shall be mutually determined by OMC in accordance to the terms and conditions laid in this tender. Payment to the selected agency shall be based on such actual number of days of deployment of on-site/off-site professionals only.

The Price Bid shall be derived by considering the Grand Total Cost, which shall be computed by adding Configuration and Implementation Charges of Human Resource Management System, Annual Recurring Charges against Annual Licensing Cost of Human Resource Management System for all 5 (five) years and cost against deployment of on-site and off-site professionals for Change Request tasks for a period of 50 days and 100 days respectively.

#### 8.16 Material deviation

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

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.

- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

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

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

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

8.19 Evaluation of Techno-Commercial Bids:

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

- 8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.
- 8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria and which receive Technical Marks of <70 (seventy)> or higher out of 100 shall be considered to be technically qualified bids.



8.19.6 The Technical Scoring criteria is specified below:

#	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
<b>1</b>	<b>Organizational capability</b>	20		
1A	Average financial turnover of the Bidder during the last 3 (three) financial years  Applicable 3 (three) years - FY 2017-18, FY2018-19 and FY 2019-20	15	<ul style="list-style-type: none"> <li>• &gt;=INR 1 Cr: 5 marks</li> <li>• For every additional INR 50 lakh, 1 additional mark shall be awarded subject to max additional 10 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copies of audited financial statements (consisting of (i) balance sheet, (ii) profit &amp; loss statement and (iii) cash flow statement).</li> </ul>
1B	The bidder should have valid security and software development methodology certificate. In case of the bidder as OEM, it should possess the mentioned certificate. In case of bidder as Implementation partner, it should either possess the mention certificate or produce the certificate on behalf of the OEM.	5	<ul style="list-style-type: none"> <li>• ISO 27001 or SOC2 or CERT-IN – 3 marks</li> <li>• ISO 20000 – 1marks</li> <li>• ISO 9001 – 1marks</li> </ul>	Copies of relevant ISO and/or CMMI certificates.
<b>2</b>	<b>Technical capability</b>	40		
2A	No. of projects on HRMS in State or Central Government organizations/ PSUs / Private organization during the last 5 (five) years in India Applicable 5 (five) years –FY 2016-17, FY 2017-18, FY2018-19, FY2019-20 and FY2020-21  For the purpose of claiming experience in private organizations, only those private	20	<ul style="list-style-type: none"> <li>• &gt;=3 Projects &amp;&lt;5 Projects: 5 marks</li> <li>• &gt;=5 Projects &amp;&lt;10 Projects: 10 marks</li> <li>• &gt;= 10 Projects: 20 marks</li> </ul>	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate from their clients/employers, regarding successful completion of the services c) In case, the bidder fails to avail the completion certificate from their

#	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	organizations shall be considered whose turnover is above INR 100 Crore during any financial year preceding three consecutive Financial Years ending on 31.03.2020			client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted
2B	Prior experience in hosting of Web application in any cloud environment/ Data center.	5	<ul style="list-style-type: none"> <li>• Yes – 5 marks</li> <li>• No – 0 marks</li> </ul>	Self-attested copies of <ol style="list-style-type: none"> <li>a) Relevant contracts or work orders or agreements containing the scope of services; and</li> <li>b) Completion certificate from their clients/employers, regarding successful completion of the services</li> <li>c) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</li> </ol>
2C	No. of projects on HRMS in mining domain in State or Central Government organizations/ PSUs / Private organization during the last 5 (five) years in India Applicable 5 (five) years –FY 2016-17, FY 2017-18, FY2018-19, FY2019-20 and FY2020-21  Note: Projects mentioned against 2A may also be repeated here  For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose	5	<ul style="list-style-type: none"> <li>• 2.5 marks for each eligible project</li> <li>• Max 2 projects shall be considered</li> </ul>	

#	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	turnover is above INR 100 Crore during any financial year			
2D	No. of projects on integration of HRMS with any 3rd party /ERP applications  Note: Projects mentioned against 2A may also be repeated here	10	<ul style="list-style-type: none"> <li>• 5 marks for each eligible project</li> <li>• Max 2 projects shall be considered</li> </ul>	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate from their clients/employers, regarding successful completion of the services c) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted
<b>3</b>	<b>Approach and methodology/ presentation/ interview</b>	40		
3A	Technical presentation to be given by bidders	40	<ul style="list-style-type: none"> <li>• Demo of the application (existing product)</li> <li>• Bidder's understanding of the project and domain</li> <li>• Approach &amp; methodology</li> <li>• Comprehensiveness of the implementation plan</li> <li>• Support &amp; maintenance and exit Plan</li> <li>• Resource planning &amp;</li> </ul>	<ul style="list-style-type: none"> <li>• Only those Bidders who fulfill the requirements of the eligibility criteria (as given in Clause 7) would be asked to give a presentation on their approach &amp; methodology.</li> <li>• The venue of the presentation shall be the OMC office at Bhubaneswar. The Bidders may also be asked to give the presentation on virtual platforms.</li> </ul>

#	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			distribution of roles & responsibilities <ul style="list-style-type: none"> <li>• Risk management &amp; mitigation plan</li> <li>• Reporting mechanism</li> </ul>	
<b>Technical Marks</b>		<b>100</b>		

## 8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.20.2 The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score,  $F_s$  of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score,  $F_s$  based on the following formula:

$$F_s = \frac{100 \times \text{Lowest Price Bid received}}{\text{Amount of the Price Bid}}$$

### 8.21 Selected Bidder:

For each techno-commercially acceptable bids, the bid with the highest Technical Marks shall be assigned a Technical Score,  $T_s$  of 100.

All the other Technical Scores, corresponding to the techno-commercially acceptable bids shall be assigned a Technical Score,  $T_s$  based on the following formula:

$$T_s = \frac{100 \times \text{Technical Marks}}{\text{(Highest Technical Marks obtained by any bidder)}}$$

Then the Combined Score,  $S$  shall be calculated as follows:

$$S = T_s \times [70\%] + F_s \times [30\%]$$

The Bidder who achieves the highest Combined Score shall be the Selected Bidder.

OMC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected 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 may be cancelled and EMD of the Selected Bidder may be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has the next highest Combined Score,  $S$ . In case the Price Bid of such Bidder is higher than the Price Bid of the original Selected Bidder, and OMC may ask such Bidder(s) to match the Price Bid of the original Selected Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

### 8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have the same Combined Score, the Bidder with the highest Technical Score shall be considered as the Selected Bidder.

### 8.22 Signing of Agreement:

Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Security Deposit, the Agreement shall be signed by the Selected Bidder, failing which the Security

Deposit shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has scored the next highest Combined Score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Selected Bidder, OMC may ask such Bidder(s) to match the Price Bid of the original Selected Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21. Upon signing of the Agreement, the Selected 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.

Security Deposit: The formula for calculating the amount of the Security Deposit is indicated in the Data Sheet. The Selected 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 Bank Guarantee from any Nationalized/ 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. Security Deposit in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar. The Security Deposit shall be valid till 2 (two) months beyond the Go-Live date. 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 Contract, whichever is later.

- 8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days from the achievement of Go-Live. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security will be valid till 60 (sixty) days beyond the Contract Period. The Performance Security shall be released on completion of the Scope of Services, as evidenced by issue of Completion Certificate by OMC designated officer/ key contract for the Contract. 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 Contract, whichever is later.

## 9. Additional Instructions to Bidders

### 9.1 Pre-bid meeting:

9.1.1 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.

9.1.2 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 Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee 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 banks (State Bank of India/ ICICI Bank, HDFC Bank) are



integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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

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

- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dashboard under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Price Bid /BoQ submitted by all shortlisted Bidders.
- 10.11 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.
- 10.12 Upon approval and completion of the due process of OMC, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post

to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

## **Annexure 1: General Conditions of Contract-Services**

### **1. Definitions**

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

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

### **2. Scope of Services**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. Performance Security & Security Deposit**

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

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

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

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

- 8.4. Performance Security and or Security Deposit shall be extended by the Service Provider in the event of delay/incompletion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security and the Security Deposit shall not carry any interest.

## **9. Delivery of Services**

- 9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

## **10. Terms of Payment**

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

## **11. Subcontracting /Out-Sourcing/ Sub-letting/ Assignment**

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought.

However, the OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

## **12. Cancellation of Service Order /Agreement**

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

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

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed.



OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Providers such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 12.1.

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

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

### **14. Force Majeure**

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

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

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

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

14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid

document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **15. Dispute Resolution**

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

15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

## **16. Governing Language**

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

## **17. Notices**

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

## **18. Permits & Certificates**

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

## **19. General**

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

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

- 19.3. Losses due to non-compliance of Instructions

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

- 19.4. Recovery of sums due

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

## **20. Liability and Indemnity**

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

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order/ Agreement, or

breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and

- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order/ Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Service Order/ Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order/ Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC’s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

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

## **21. Publicity & Advertising**

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

## **22. Blacklisting**

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

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.

- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the OMC's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

### **23. Statutory and Legal requirements**

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

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

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

### **25. Safety**

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

## 26. **Manpower Deployment**

- 26.1. In respect of all manpower deployed by the Service Provider for the delivery of services to OMC, the Service Provider shall comply with all legislations and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract
- 26.2. The Service Provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract Labor(R&A)Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

## 27. **Statutory Laws**

- 27.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the Service Provider. In case of failure to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including

penalties from the Service Provider and/or take such action as deemed fit at its risk and cost.

- 27.2. In case the Service Provider fails to observe and perform and discharge its / his obligation under the applicable laws, OMC shall recover from the Service Provider any cost or expenses that it may have incurred or suffered on account of failure of the Service Provider.
- 27.3. The Service Provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the OMC and other authorities as and when required under any applicable laws
- 27.4. The Service Provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. OMC will not be held responsible in any manner whatsoever, in respect of the worker engaged by the Service Provider for carrying out the job in OMC.
- 27.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service Provider and payment to its workers to be made accordingly
- 27.6. There will be no relationship of Employer – Employee between the OMC and man-power engaged by the Service Provider under the contract. It shall be the responsibility of Service Provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OMC.
- 27.7. The Service Provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946

**28. Payment against Gratuity Act, 1972/ Bonus Act, 1956 and amendments thereof**

- 28.1. The Service Provider shall abide by the provision of the payment against Gratuity Act, 1972 / Bonus Act, Bonus Act, 1965 and amendments thereof and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before OMC and/or any other Authorities as per the Applicable Laws as and when required.
- 28.2. The Service Provider shall give an undertaking that he will discharge this liability without fail as well as furnish an indemnity bond indemnifying OMC from liabilities whatsoever.

## 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 work, service requirements including technical parameters

As part of the 5T initiative, OMC is currently planning to introduce Commercial off-the-shelf (COTS), state-of-the-art cloud-based Human Resource Management System (HRMS) integrating with SAP to streamline and track the activities of HR Department. The system shall replace the existing manual processes with a digital workflow mechanism starting from requisition of required manpower to retirement of employee.

OMC has envisioned that the HRMS functionalities will be configured and customized after doing the As-Is study and GAP analysis.

As OMC has currently using SAP with limited functionality and in coming days the recruitment will grow with the volume of production, the HRMS application will be a crucial tool in bring digitalization in HR section across all location OMC.

This implementation is not only expected to significantly minimize the use of physical files but also bring transparency and efficiency across the processes.

#### 2.1. Key Technical Objectives

The key objectives of this project are to:

- a. Provide a single platform to Cater to end-to-end provision of all services and processes involved in human resource
- b. Maintain a centralized database and provide real time access to all employee related information needed for monitoring and management decision making.
- c. Streamline and enhance the efficiency and effectiveness of HR administrative functions
- d. Facilitate business process re-engineering and automation of various HR processes to reduce administrative burden and faster processing
- e. Provide a 'Self Service' web-enabled feature for all the employees to initiate required processes and track their status.
- f. Provide connectivity across field offices and headquarters for sharing of information and speeding up transactions.
- g. Provide process visibility through active Dashboards, clearing out bottlenecks and enabling faster exception resolution
- h. Improve employee satisfaction



## 2.2. Capability of Proposed Solution

The new HRMS functionalities will help in controlling and streamlining of all processes of HR section. This will help OMC to increase in efficiency by streamlining and automating the processes by bringing in more visibility through better collaboration among stakeholders.

The proposed solution should:

- a. Be easy to use, intuitive, user friendly
- b. Have a well-defined workflow and maintenance structure
- c. Have a roadmap for future enhancements
- d. Ability to be extended, modified and integrated with other application(s) in the future without a reliance on single company or team.
- e. Have defined, genuine licensing model for the software used in the development of the application
- f. Have training manuals and structured training sessions for various categories of user and necessary stakeholders
- g. Total number of users is expected to be around 2000 with approximately 30% of the Users may access the applications (web and mobile) concurrently.

## 2.3. Existing ERP Application

OMC currently uses SAP ERP which is the key application for the organization to support its transactional processes including Procurement, Sales, Materials, Finance and Human Resources

Implemented SAP Modules across its businesses	SAP Modules support the business processes of OMC
Material Management	Purchase to Pay
Sales and Distribution	Order to Cash
Finance and Controlling	Record to Report
Asset Management	Build to Retire
Human Capital Management	Hire to Retire
Production Planning (SOP)	MIS and reporting

OMC has migrated its SAP system to HANA Enterprise Cloud with SAP ECC 6.0 EHP 8. SAP is hosted on cloud and has been extended to all operational locations of OMC.

### **SAP Landscape**

SAP R/3 is a 3-tier architecture consisting of 3 layers

- a. Presentation
- b. Application
- c. Database

- 2.4. For implementation of HRMS, the functional scope is mentioned at Appendix-1. The list is not exhaustive and it is indicative in nature. The Corporation reserves the right to add/delete and modify the above list and the same shall be included in the functional scope without any additional cost implication (Refer Clause 3.1.3c) of SCC)
- 2.5. The details of the technical features of the System is mentioned at Appendix-2.

### 3. Delivery period and contract period

The Service Provider shall complete the Configuration and implementation of the HRMS as well as achieve “Go-Live” with respect to both the systems within a timeframe of 35 (Thirty-five) weeks (“**Delivery Period**”) from the date of issue of LoA.

The Service Provider is expected to follow the following time schedule:

Sl. No.	Milestone	Time for Completion
1	Project Start	T= Date of issue of LoA
2	Requirements Study and Analysis	T+6 Weeks
3	SRS Finalization & Sign-off	T+9 Weeks
4	Software Customization	T+24 Weeks
5	Unit Testing	T+26 Weeks
6	Development of Training Plan & training material	T+28Weeks
7	Training to UAT users & UAT sign off	T+30Weeks
8	Training to other stake holders	T+32Weeks
9	Go-Live	T+35Weeks
10	Preparation of User Manual	T+35Weeks

#### 3.1. Deliverables

The HRMS implementation shall include (but is not limited to) the following key deliverables:

##### 3.1.1. Software

Commercial off-the-shelf (COTS), state-of-the-art cloud-based Human Resource Management System (HRMS) integrating with SAP.

##### 3.1.2. Implementation Service

The implementing agency for HRMS must develop a comprehensive and detailed approach and strategy along with software requirement study document for the implementation of HRMS for OMC including, but not limited to the following (HRMS Implementer may propose others, based on their strategy / methodology):

- a. Project Scope and Plan
- b. Overall implementation plan and work plan (in phases)
- c. Testing plan
- d. Training plan
- e. Go-Live plan
- f. Post Go-Live support

The successful bidder should factor for necessary effort and team deployment.

The methodology should address all stages including deployment, configuration, customization, and support services. Each step should detail the input, process and output.

The selected bidder should further provide the deliverables and sign-off process for each of the deliverables at various stages.

The selected bidder would need to deploy adequate team (including Project Manager) onsite at OMC, HO on full time basis during the implementation phase.

Customization/ Development should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions of the platform.

All the development must meet the requirements for security, performance, ease of use for operations, administration and management.

Typically, only industry standard methodologies should be used.

3.1.3. During the Configuration and implementation process of the Human Resource Management System, the Service Provider shall carry out the following:

- a) Prepare a Project Plan and Time schedule
  - 1. Indicative Plan is provided in Clause 3 of Special Conditions of Contract
- b) Study of the AS IS Process and process mapping
 

The activities shall include the following:

  - i) Study the activity of P&A and Mines/other sections and thereby mapping of all the upcoming tasks as per the requirement of OMC.
  - ii) Map the approval, reminder, and escalation matrix along with the responsible personnel
  - iii) System Requirement Specification (SRS) document shall be created and sign-off shall be taken from OMC
- c) Carry out the necessary Customization /Configuration/Development
  - i) Configuration/ Customization/ Development should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions/ feature rollouts of the platform.

- ii) All the Configuration/ Customization/ Development must meet the requirements of security, performance, ease of use for operations, administration and management.
- d) Carry out Testing (Functional Testing, Integration Testing and UAT)  
Service Provider shall conduct testing for the system, application and any customized components. Testing shall include, but not limited to the following (Service Provider may propose others, based on their strategy / methodology):
  - i) Unit Testing
  - ii) System Integration Testing
  - iii) Facilitation of User Acceptance Testing (UAT)
- e) Create Training plan and provide training to users
  - i) Service Provider shall provide training to all task Users, Section heads, contractual supervisors and other personnel involved in the activities related to Human Resource Management System/ its impact/ workflow/ any other activities required and the usage of software for ensuring effective compliance and tracking
  - ii) Service Provider shall impart Functional and technical training to business & IT staff in operating and using the System including database and application software.
  - iii) The mandatory training (functional and technical) to the OMC business and IT team shall be to the satisfaction of the OMC management. In case the training is found to be unsatisfactory, the training duration shall be suitably extended at no extra cost to OMC. The training shall be conducted in the OMC premises. However, keeping in mind, the prevailing situation due to Covid-19 pandemic restrictions, OMC may consider online mode of training based on mutual agreement with the Service Provider.
  - iv) The test environment required for the training must be set up by the Service Provider before the training commences. However, the Systems (Desktop Computers or Laptops) for UAT shall be arranged by OMC.
- f) Prepare User Manual documents for both Systems
  - i) The Service Provider shall provide the user manual for all the functionality in the Human Resource Management System and the same shall be shared with OMC after mutual discussion and finalization.

### 3.2. Functional Requirements Specifications study

The selected bidder will conduct a detailed systems requirement study (SRS) and provide a solution specific Business Blueprint (BBP) document for various activities and processes

performed within OMC. The BBP should include the As- is process, Gap analysis and proposed processes (To-Be) along with standard operating procedure proposed for the realigned process. The successful bidder is expected to assist OMC in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and automate the manual activities. The successful bidder shall provide the BBP to OMC for review and any comments/ suggestions of OMC will be incorporated therein. The BBP would be reviewed by OMC and the selected bidder is expected to remediate all gaps identified during evaluation process at no additional costs. The BBP will be deemed completed after signed-off from project steering committee of OMC.

### 3.3. Testing Services

Conduct testing for the system, application and any customized components. Testing shall include, but not limited to the following (Implementer may propose others, based on their strategy / methodology):

- a. Unit Testing
- b. System Integration Testing (HRMS Implementer)
- c. User Acceptance Testing (UAT) Facilitation
- d. Training

Functional and technical training to business & IT staff in operating and using the solution including database and application software. Implementer should provide training on the application software and other areas to the project team from OMC. The mandatory training (functional and technical) to the OMC business and IT team shall be to the satisfaction of the OMC management. In case the training is found to be unsatisfactory, the training duration shall be suitably extended at no extra cost to OMC. The training shall be conducted in the OMC premises.

The test environment required for the training has to be set up by the Implementer before the training commences. The Implementer should provide detailed training on the solution to officials of OMC

### 3.4. Managing Go-Live Event

HRMS Implementer will provide a detailed list of specific activities for go live event. The project plan submitted by the vendor must ensure that the activities are completed before the event.

The go-live event will be dependent on the successful UAT sign-off.

The implementer shall provide the user manual for all the functionality in HRMS and the same shall be shared with OMC after mutual discussion and finalization.

### 3.5. Data Migration

- a. Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment. The selected bidder will formulate the data migration strategy and process documentation after identifying the legacy data.
- b. The successful bidder will perform data mapping exercise between existing electronic data and proposed solution, provide checkpoint reports to ensure thorough reconciliation of the data, furnish the data in a format that can be loaded into the proposed application, perform the data upload activity and assist in performing checks to ensure data migration success.
- c. Selected bidder will give OMC adequate time to review and sign-off the Data Migration Strategy and process documents. All comments and suggestions of OMC must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
- d. It is selected bidder's responsibility to perform the data mapping and extraction in whatever formats the HRMS solution requires the data. OMC will not bear any additional cost for data migration, nor will be responsible for the same.
- e. Data will be extracted from manually captured data files in flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.
- f. Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process.
- g. The Company reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The selected bidder has to facilitate audit at no additional cost to the Company.
- h. Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.
- i. Selected bidder will be responsible for obtaining the data from OMC for the purpose of migration

### 3.6. Change Request Management

The Service Provider shall cater to Change Request Tasks that may be intimated by OMC throughout the Contract Period. Only those tasks shall be covered under Change Request Management where the efforts to carry out those tasks are expected to span more than 1 (one) man-day, which shall be mutually determined by OMC and the Service Provider.

The basic functionalities of the Change Request tasks are as follows:

- a. Functional changes in the application
- b. Development of new modules/Form/Report in the existing Software

- c. Changes in the Core application framework
- d. Integration with any new system

The process to address the change request is as follows:

- i. Documenting change request requirement: The details of scope of change will be analyzed and documented. The implementing Agency will submit the effort and timeline for incorporation of changes in the application.
- ii. Approval or disapproval of the change request: The Project team of OMC will discuss with the implementing Agency and approve or disapprove the change request submitted by the selected bidder.
- iii. The implementation of the change Request - After the final decision is taken implementing Agency shall start the process of incorporation of changes in the application. The change will be implemented in accordance to the agreed cost, effort, and schedule.
- iv. Validating CR implementation - The end user group/Project team of OMC will review the changes incorporated in the application and confirm on the same.
- v. CR Cost Request - The change request cost shall be calculated based on the man hour rate finalized in the tendering process. The bidder needs to quote the man-hour rate for Change Request component in the financial bid format. After receiving confirmation from OMC the implementing Agency shall raise the invoice

### 3.7. Post Go-Live Support

- a. The HRMS Implementer will provide onsite handholding support for at least twelve weeks after Go-live stage to resolve all implementation, operational and production issues, if any.  
(For the avoidance of doubt, it is clarified that Change Requests shall only be applicable post 12 weeks after the Go-live stage)
- b. The post Go-live support will address all user level queries, fixing bugs, incorporation of new requirements owing to legal, statutory and policy changes, upgrades, security, etc.
- c. For this purpose, the successful bidder is required to provide the detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The successful bidder must also submit an escalation matrix as part of deliverable. The successful bidder would also need to provide a detailed support plan with defined SLA's for issues reported by OMC, an escalation matrix for resolution as well as a plan to undertake any change requests that might be considered important.

### 3.8. Change Adaptability

Implementation of new or changed business processes will affect users in OMC and require change in the functional processes followed. During implementation, the HRMS Implementer will help in creating and maintaining effective communication and change management vital to the successful adoption of the new or changed processes.

The HRMS Implementer shall ensure change management to ensure the successful implementation and usage of the HRMS by the officials of OMC. Towards this end, the HRMS Implementer should detail out a plan to ensure change management focused on proper implementation in SAP

### 3.9. Documentation/ Manuals

Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution. In addition, online contextual help for every field on the user interface with search option has to be made available for all users in the applications. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period.

OMC may require the selected bidder to deliver the following documents both in hard and soft copy to OMC during implementation of the solutions and during the handing-over phase post completion of the contract period.

- a. Detailed project plan adhering to the high level roll out plan mentioned in “Scope of Work” section.
- b. Detailed SRS (System Requirement Specifications) Document.
- c. Business Blueprint document.
- d. Change Management Methodology Document.
- e. Security Audit Certificate Copy.
- f. Techno – Functional Risks and Mitigation Document.
- g. Test Plans.
- h. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested).
- i. User Management Guide.
- j. System Manual- Architecture, Entity-Relationship diagrams, Source Code [for all customization] (Soft Copy as well as Hard Copy).
- k. User Manual (Soft Copy as well as Hard Copy).
- l. Release Notes
- m. User Manual shall be updated periodically based as and when Change Requests are performed. The User Manual shall also get updated as and when product enhancements are carried out or there is a change in the software platform.

## 4. Payment terms

- 4.1. The Service Provider shall submit all the invoices/E-invoice (if applicable to vendor) in duplicate to the IT Section, Head Office. However, all invoices should be processed for payment after obtaining certification from the user section.



## **4.2. For Configuration and implementation of HRMS**

- 4.2.1. 90% of Configuration and Implementation Charges of HRMS, as quoted by/negotiated with the Service Provider shall be paid phase wise based on the approval of the deliverables: Requirement Finalization (Business Requirement Document (BRD) and Functional Specification Document (FSD) Sign-Off) – 10%, UAT Sign-Off – 50% and rest 30% after 3 (three) months post achievement of “Go-Live”. For the avoidance of doubt, it is hereby clarified that the Configuration and Implementation Charges of HRMS shall include the cost of the team deployed such as Project Manager for such purpose. (Refer Clause 3.1.2 of SCC)
- 4.2.2. Balance 10% of Configuration and Implementation Charges of HRMS shall be released 8 (eight) months post achievement of “Go-Live” or after three months post achievement of Go Live, on submission of BG of equivalent amount valid for 8 (eight) months post achievement of Go-Live(with Claim period of 12 months).

## **4.3. For Licensing Cost related to Annual Support of HRMS**

- 4.3.1. 100% of the Annual Licensing Cost as quoted by/negotiated with the Service Provider, shall be payable quarterly on successful completion of each quarter of Annual Support of HRMS. The Service Provider will submit all the invoices in duplicate to the IT Section, Head Office.

## **4.4. For Implementation of Change Request Tasks**

- 4.4.1. The Change Request amount shall be calculated based on quoted man-day rate of professionals and the approved effort for the specific Change Request. 100% Payment shall be done after satisfactory completion of Change Request tasks. The Service Provider will submit all the invoices in duplicate to the IT Section, Head Office. All documentary proof related to compliance of statutory provisions such as payment of wages, EPF deposits, ESI (as applicable) shall be submitted along with the invoices in respect of the manpower deployed.

## **5. Service level agreements (SLA) during period of maintenance and support -**

- a. The Service Provider shall carry out all support related services for HRMS on a real-time basis for a period of 5 (five) years (“Contract Period”) from 3 months after the date of achievement of “Go-live”.

Annual Support shall include

- i. Patch upgrade
- ii. Feature rollout
- iii. Support in product configuration: Service Provider to provide both Onsite and Remote support, as may be required, to resolve all implementation, operational and production issues
- iv. User Trainings to all the relevant stakeholders (existing and new users)

- b. Remedial Support in case OMC end-users encounter difficulties in HRMS application, any new government/ regulatory requirements that impact the provided solution to the organization need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to OMC at no additional cost during the period of the contract
- c. The AMC Period shall be for a total period of 5 (five) years and shall be extended year wise (annually) based on the satisfactory performance and at the sole discretion of OMC.
- d. The AMC period can be extended beyond the aforementioned period of 5 (five) years to another 3 (three) years on satisfactory performance as per mutually agreed rate.
- e. Updates will be installed by Service Provider's staff or automated processes. Updates will be scheduled to minimize disruption to OMC's end users. All updates will be installed within 30 days of public release. Neither Service Provider nor OMC shall unreasonably delay installation. Updates to related documentation will be provided in electronic form.
- f. The proposed HRMS Systems including the availability of services & support must ensure 95% Uptime (Refer Appendix-3 for Uptime calculation). The system should be capable of generating reports regarding down time/complaint resolution time and the period of non-availability should be clearly separated with specific reason like network down time, server down time, manpower service failure, etc.
- g. Under Remedial Support, the Service Provider shall respond and resolve OMC's requests/issues. The Maximum Response Time and Maximum Resolution Time depending upon the type of Issue are mentioned below

Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
<b>Critical</b>	Critical issue is defined as one that produces an emergency situation in which the HRMS application is substantially or completely non-functional or inoperable for normal business activities.	<b>2 Hours</b>	<b>6 Hours</b>
<b>Non-Critical</b>	Non-Critical issue is defined as one that produces a <b>detrimental</b> situation in	<b>8 Hours</b>	<b>24 Hours</b>

Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
	<p>which the HRMS application is usable, but materially incomplete.</p> <p>Performance (throughput or response) of the HRMS degrades substantially such that there is a severe impact on use under reasonable loads;</p> <p>One or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.</p>		

Note:

- a. The Service Provider must have a dedicated Support Center platform having dedicated customer care number to enable issue reporting by OMC.
- b. The categorization of issues into Critical and Non-Critical shall be decided by OMC/ designated officer of OMC

## 6. Liquidated Damages / Penalty

### 6.1. Delay in achievement of Go-Live

6.1.1. If the selected agency fails to achieve Go-Live of the HRMS within the corresponding 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 selected agency. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Agreement.

6.1.2. In case of delay in achievement of Go-Live for HRMS, the LD shall be calculated as 2% (two per cent) of the value of the Configuration and Implementation charges of HRMS (excluding GST) in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Configuration and Implementation charges of HRMS (excluding GST). GST on LD shall be recovered in addition to the LD amount

### 6.2. Failure to maintain the required Uptime

6.2.1. For each Contractual Year, the Liquidated Damages shall be computed as follows:

Sl. No.	System Uptime (to be computed on an annual basis)	Liquidated Damages amount
1	>= 95%	Nil
2	>= 90% but < 95%	2% of the Annual Licensing Charges for the applicable year
3	>=85% but < 90%	5% of the Annual Licensing Charges for the applicable year
4	>=80% but <85%	10% of the Annual Licensing Charges for the applicable year
5	< 80%	AMC would be liable to termination at the discretion of OMC

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

### 6.3. Failure to provide timely Remedial support

6.3.1. For Critical Issues: For every instance of delay in resolution beyond the maximum Resolution Time provided in Clause 5 (e) of SCC, liquidated damages @ INR 1,000 per instance shall be imposed on the agency.

6.3.2. For Non-Critical Issues: For every instance of delay in resolution beyond the maximum Resolution Time provided in Clause 5 (e) of SCC, liquidated damages @ INR 500 per instance shall be imposed on the agency.

## 7. Price Revision

**NO** price revision shall be applicable in throughout the Delivery Period and the Contract Period for the following.

- a. Configuration and Implementation Charges of HRMS;
- b. Annual Recurring Charges against Annual Support of HRMS;
- c. Man-day rates of on-site/off-site professionals for implementation of Change Request tasks.

## 8. Secrecy

9.1. The technical data and other related documents and such of those materials prepared by or made available to the Service Provider during the execution of the project shall not be used for any purpose other than for execution of this contract.

- 9.2. The Technical data and other related documents shall not be divulged and or disclosed to a third party or used for any other purpose whatsoever without OMC's previous consent in writing, except to the extent required for the execution of this contract.
- 9.3. Provisions of these clauses shall not be applicable for those information which are in public domain or already in possession of the Service Provider or independently developed by the Service Provider or obtained by the Service Provider from any third party

## **9. Patents/ Copy Rights/ Designs**

- 10.1. The Service Provider shall indemnify OMC in the event of contingencies arising on account of infringement of patent rights, copy rights or other intellectual property laws and other claims by third parties in respect of software design, data, drawings furnished by the Service Provider

## **10. Taxes & Duties**

### **10.1. Indirect Taxes**

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts
  - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
  - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
    - a. Name, address and Goods and Services Tax Identification Number of the Supplier;

- b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
  - c. Date of its issue;
  - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
  - e. 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 Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
  - v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
  - vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
  - vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.

- viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

## 10.2. Direct Taxes

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

## 11. Limitation of Liability

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

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

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

## Appendix – 1: Functional Scope of HRMS

The project scope would include but not be limited to providing solution for Human Resource Management System & related services under Software-As-a- Service (Saas) model and its maintenance & support for the tenure of the Contract.

The selected bidder's responsibility will also include providing access of HRMS Scope Document the application to users of the company at its Corporate office, regional offices and mines offices including testing, training and maintenance of the solution required as part of this RFP which also includes Configuration & customization of application software.

Following is the tentative minimum list of the company's functional requirements

#	Sub-Module	Main Process/ Sub-Process
1	Organizational Structure	<p>Capability to define the organizational structure (positions) and multiple reporting relationships and integrate with the respective employee data</p> <p>Capability to generate tree structure giving details of all role holders and reporting employees (defining reporting and reviewing relationship) at different levels like HO, RO, Mines, department, organizational level etc.</p> <p>Capability to define position wise/ person wise administrative powers (based on OMC Delegation of Power)</p>
2	Manpower Planning And Manpower Allocation	<p>Organization Chart, Sanctioned Posts and Staff in Position</p> <p>Preparation of annual manpower requirement, taking into consideration of various factors such as</p> <ul style="list-style-type: none"> <li>- Sanctioned strength</li> <li>- Person in position</li> <li>- Separation including Attrition</li> <li>- Transfer &amp; Promotions</li> <li>- Annual Business Plans etc</li> <li>- Other relevant factors</li> </ul> <p>Preparation of annual manpower budget and approval from the competent authority.</p> <p>Creation of new Posts and approval process</p>
3	Recruitment	<p>Details of vacancies w. r. t SC-ST-SEBC, PWD &amp; Ex-Servicemen Roster as per applicable guidelines.</p> <p>Decision note for mode of filling the vacancies (Transfer/ internal notification/ promotion/ direct recruitment/ deputation/ fixed tenure</p>



		<p>basis or any other source etc.)</p> <p>Advertisement(e-recruitment)  Facility to define the specifications of the vacancy in terms of qualifications, work experience, location considerations, skills/competencies required, additional certifications/ -professional qualifications, etc.  Approval from the Competent Authority.  Facility for generating advertisement for recruitment using templates for publication on HRMS portal, in media, on website and storing in Advertisement history  Facility for managing-recruitment for special categories requiring relaxation in norms.  Publishing the Advertisement  Receipt of Applications (manual /online including integration of the online recruitment portal)  Formation of Screening Committee  Facility to define the evaluation criteria and generation of results post - evaluation. Sorting of applications based on skills / qualifications and providing shortlist to selection committee on basis of parameters in advt. Scope for manual intervention in relaxation of eligibility criteria at any stage  Scrutiny of Applications and Digitalization of all the forms involved in the process, including enabling system for manual intervention.  Shortlisting of candidates  Written Test/ Skill Test/Trade Test/Proficiency Test/Personal Interview or any other mode, as applicable in combination or otherwise  Approval of the proceedings /Offer of Appointment.  Display of details of selected /appointed candidates in format specified by REC on internet  Selection Intimation  N B: This system should be compatible for integration with any 3rd party online recruitment module</p> <p>Appointment  Medical Examination as per applicable guidelines</p>
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		<p>Submission of Attestation Form online and enabling provision for hard copy.  Character &amp; Antecedent Verification &amp; including pre-employment background verification through third party,  Verification of caste, class, ex-serviceman, PWD, Sports person Certificates from the competent authority.  Appointment orders</p>
		<p>Completion of Joining Formalities  Orientation/Induction Program/On Boarding  Assessment Reports during training &amp; probation period (quarterly / half-yearly/ yearly)  Training Regularization, Probation Confirmation, or extension closure  Transfer of files with relevant documents to establishment section and original documents to be maintained by Recruitment section in Hard and soft copy.  Development &amp; Maintenance of E-Service Book and enabling provisions for satisfying the requirement of service book in physical form.</p>
4	Seniority List	Seniority List separately for Executives and Non-executives shall be available in the System.
5	Compensation	<p>Executive salary, perks and allowance system and its database  Non-executive salary perks and allowance system and its database.  Input for payroll processing to Payroll processing Dept.  API shall be available to integrate compensation data with SAP Payroll.</p>
6	Performance Management System	<p>Goal Setting and Mid-Year Review  Grading by immediate reporting officers  Review of grading by further superiors  Moderation process  Communication of grading to employee and representation if any  Disposal of Representation  Performance Appraisal Report Data to be used for promotion purpose</p>
7	Training & Development	<p>Training and development Process to be</p> <ol style="list-style-type: none"> <li>1. Automated starting from training need analysis</li> </ol>

		<p>to impact analysis of Training and its complete data base</p> <p>2. Capability of undertaking training need analysis for various units for creating. a training plan using multiple tools e.g. performance management, competency management, training needs/employee development part of appraisal forms in PMS module, succession planning, self-nomination (with approval through proper channel) etc.</p> <ul style="list-style-type: none"> <li>- Integrated Training Need Identification from Performance Appraisals</li> <li>- Individual requests (for limited programs)</li> <li>- HOD's recommendation</li> <li>- Other sources (MoU targets, New business ventures, etc.,)</li> <li>- Provision to define trainings - short term, longterm, study-tour: seminar/ workshop etc.</li> <li>- Provision to capture ad hoc course offered by various entities.</li> <li>- Preparation &amp; Notification of Online training calendar</li> <li>- Send timely reminders to nominated employees.</li> <li>- Capability to maintain Training Records/Training history like date and duration of training underwent by employees, types of training, name of conducting institutions,</li> <li>- approved training budget; training wise actual expenditure etc. Capability to capture expense details (course fee, travel, and other. Expenses incurred for the course) through interface with payroll module. Data Updation /MIS/Report</li> <li>- Generation Capability to monitor planned training against actual training conducted based on user</li> <li>- defined parameters such as number of trainings, budget, participants etc.</li> <li>- Capability to capture employee feedback after conduct of training. Provisions for availing employee/trainer's feedback and processing of Payment</li> </ul>
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		<p>3. Maintenance of data base under Apprentice Act and digitization of the same</p> <p>4. Provision for processing-Summer Internships/trainees engagement and Other training programs</p> <p>5. E-Learning System</p>
8	Promotions	<p>Promotions for workmen and executives separately</p> <p>Promotion Norms separately for workmen and Executives</p> <p>Determination of Vacancies for promotion.</p> <p>Screening of Data as per norms.</p> <p>Formation of Committees</p> <p>Scheduling of Trade Test / Interview or any other requirements.</p> <p>Preparation of Data Sheet. (PAR data to be used for Promotion purpose automatically)</p> <p>Ability to create assessment sheet for the Departmental Promotion Committee based on minimum marks required, service marks, interview marks etc. and calculate fitness for promotion with result in form of Yes/ No</p> <p>Results of Trade Test / Interview</p> <p>Promotion Notification/order</p> <p>Assumption / Relinquishing of charge</p> <p>Probation and closure of probation</p> <p>Pay Fixation option and calculation of arrears</p> <p>Change of Grade</p> <p>Change of Designation (If applicable)</p>
9	Transfer	<p>Transfer Process data entry and approvals including change of designations</p>
10	Establishment	<p>Employee Master/Human Resource Information Management System and integration with SAP source</p> <p>Personal details</p> <p>Official Details</p> <p>Family Details</p> <p>Dependent details under Medical Attendance Rule and other schemes/facilities</p> <p>Qualification &amp; Skills details</p> <p>Employment Details</p> <p>All details/ events on record that has happened in past and present employment.</p> <p>Service Book – covering employment details (Capability to maintain service files documents)</p>

	<p>in scanned form including date of birth, domicile, disciplinary cases details, photograph etc. Capability to track the physical location of the service file by recording the file number and place where it is kept so that after HRMS, no physical file movement may be required.)</p>
	<p>PF/G/P/ Nominations Entry of initial nomination Change in nomination</p>
	<p>Pay Fixation Fixation of pay on recruitment Fixation of pay on Promotion Arrears calculation Increments</p>
	<p>Leave Types &amp; Eligibility Balance &amp; Credit Process Request Revision Cancellation Recommendation &amp; Approval Clubbing of leaves Joining Report EOL&amp; Dies-non Leave Encashment</p>
	<p>Medical Facility Empanelment of facility Reimbursement both domiciliary and hospitalization Post-Retirement Medical Scheme Enrolment Form Life Certificate OPTB (Outpatient Treatment Benefit) claim Form</p>
	<p>Time Attendance Fetching Attendance records from Attendance System Intimation of absence / Late attendance Marking Unauthorized absence Absentee Statements &amp; Reports</p>
	<p>Loans &amp; Advances for Executives and Non-Executives Types &amp; Eligibility Application &amp; sanction Disbursement</p>

		<p>Recovery scheduling Permission for part / full Repayment</p> <p>LTC for Executives and Non-executives Periodicity &amp; Application Sanction &amp; note for payment</p> <p>All Reimbursement for Executives/Nonexecutives Claim Types &amp; Eligibility Application Sanction &amp; note for payment</p> <p>Additional Qualification Permission for Acquiring additional Qualification Approval for the permission Intimation of acquiring additional qualification</p> <p>Deputation Request for deputation Approval Salary adjustments during deputation Intimation for resuming after deputation</p> <p>Separation from service Resignation / Termination/ Voluntary Retirement Scheme (VRS) / Superannuation Vigilance Clearance Gratuity &amp; PF, Leave Encasements applicable Retirement benefits Post-Retirement Medical Scheme for retired employees. Family Pension under Employee Pension Scheme. Digitalization of any other super-annuation pension scheme as applicable</p>
11	Grievance Redressal	Employee Grievance Redressal Mechanism of the company
12	Employee Self Service Portal	Employee Portal The portal shall reflect Employee Demographics Details of employee by Grade/ Qualification/Age/ Gender/ Employee experience
13	Ex-Employee Portal	Ex-Employee Portal should be available to maintain the information of alumnae. They should be able to raise request for PF, Gratuity, F&F settlement.
14	Tour Management	Program & Booking Planning & Request of Tour Program Review & Approval of Tour Program

		Cancellation / Revision of tour Payment of Advance when applicable Request for Air Ticket Booking by applicant Booking, Receipt & circulation of Air Tickets Validation & Payment of Booking Agent's bill Cancellation / Revision of ticket-booking
		Claim Tour Claim Request Tour Claim Approval Scrutiny & Payment of Tour Claim
15	Contractual, Consultant & Advisors (To be part of employee master)	Consultant/ Agency Management Proposal for consultant and approval Appointment of consultants Attendance for the consultant Payment to the consultants Closure of Consultancy Services
16	HR initiatives	Various Initiatives like e-greetings for Birthday and Work Anniversary Rewards & Recognition
17	MIS & Dashboard	Chart/Graphical Dashboard

*\*The major responsibilities as specified are indicative only and are not exhaustive in any manner and the bidder is deemed and obliged to meet the functional requirement within the quoted cost for successful completion of the scope of work.*

## Appendix – 2: Technical Requirement

#	System features
<b>A</b>	<b>Hosting</b>
1.	Bidder should provide the cloud hosting services of the application on private cloud inside India with required data storage in data center inside Geographical Location of India for a period of 5 (Five) years.
2.	The Data Centre should comply with at least Tier III standard and should be compliant to TIA-942 norms.
3.	The Cloud service provider should be empaneled with Ministry Of Electronics & IT, Gol.– (Agreement copy between cloud service provider and the bidder)
4.	The bidder must ensure availability and uptime of the entire system landscape as per mentioned SLA parameter as mentioned in tender.
5.	The bidder should provide system architecture and cloud hosting landscape with all resource details before implementation of HRMS.
<b>B</b>	<b>Security and Audit trails</b>
1.	The application should have message unicast/ multi cast/ broadcast facility to users for proper information dissemination.
2.	The proposed solution should have facility to maintain audit log of changes carried out in the HRMS.
3.	Should be able to export logs as a file OR syslog for analysis, supporting log file formats such as RAW, .CSV, etc.
4.	All system generated reports should be compatible to be printed on industry standard printers.
5.	The application should be configured such that the access to the system must support user level authentication and access rights.
6.	The application should be configured to enforce role-based access based on users, groups, roles, etc. The application should be configured to setup users, groups, roles, and their permissions.
7.	The application should be configured to manage and provide access control to different modules so that not all users should be able to access all the modules.



#	System features
8.	The application should be implemented to delegate some additional functionality at the user level, e.g.: change password functionality should be given to user.
9. 10.	Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's activity.
<b>C</b>	<b>Solution Capabilities</b>
1.	The Solution should have an appropriate interface through which it can be integrated with SAP/ERP at the application level. The implementing agency must be able to integrate the HRMS with SAP with customizable interface at both SAP as well as HRMS level if needed.
2.	Offline synchronization facility shall be there in case of unavailability of SAP portals.
3.	Workflow should be an integral part of the solution and should interface with email systems supporting SMTP and IMAP for bulk emails, alert and notification.
4.	The product/ solution should have the ability to generate report output directly in excel, PDF, text and XML
5.	The system should have the ability to allow users to Select column, Apply filters and sort orders, apply Aggregate functions, Drill down / drill up for creating their own views or reports and charts with ease wherever necessary.
6.	The future versions of the solution should support functionalities provided in the earlier versions
7.	Ability to support remote operation of System administration
8.	Client software for system users should be browser based or smart client based supporting Microsoft Internet Explorer/Mozilla Firefox/Google Chrome.
9.	System should provide APIs for interoperability of the product with other systems
10.	The proposed solution should provide role based user level configuration and administration facility must be available in the proposed system. Major technical changes shall be managed through Change Requests (3 months post Go-Live)
11.	Configuration of workflow, dashboards & searches should be possible in the proposed solution.
12.	User interface design should cover addition of fields, controls, tabs & grouping into flexible sets of functions on each form.

#	System features
13.	All systemic changes or new requirements necessitated out of Government/ other regulatory guidelines as per the RFP are made available from day one of the solution going live.
<b>D</b>	<b>Application Compatibility with Mobile Devices</b>
1.	The proposed solution must provide HRMS application data and functionality to mobile devices through Mobile application for both Android and IOS and should be customizable as per future need of OMC.
2.	The proposed mobile application should provide a platform to perform various activities by employees as well as HR professionals.
<b>E</b>	<b>Web Portals</b>
1.	Must be able to extend capability to support secure (encrypted) access to the portal over the Internet/Intranet
<b>F</b>	<b>User Access and Security</b>
1.	User friendly GUI based user administration.
2.	Ability to group the customer based on commodity.
3.	Should support single sign-on and encrypt user password.
4.	Ability to configure the number of permissible log-in attempts
5.	Ability to configure automatic time out for entry transaction
6.	Ability to configure automatic time out (log out) for user
7.	Should maintain error log.
8.	Password policies should be configurable in the proposed solution.
<b>G</b>	<b>Scalability</b>
1.	The system should be scalable to allow increase in the number of users to at least 5 times the current number of users.
2.	The proposed application & infrastructure should have ability to On- demand storage enhancement.
3.	As per data retention policy the system should have provision of data archive.

#	System features
<b>H</b>	<b>Localization</b>
1.	The system should have adequate localization to handle specific requirements of Indian Laws and regulations (Central and state), taxes and duties, and other regulations applicable.

## 1. Other Requirements

### 1.1. Software Licenses:

- a. OMC will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against OMC for any license related issues, the selected bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected bidder.
- b. Further if the selected bidder has missed out providing any required licenses to OMC, then OMC will not bear any additional expenditure for procurement of such licenses at a later date.
- c. Selected bidder will be required to provide all necessary software required for making the cloud based HRMS solution functional for use by OMC within the quoted costs.
- d. Selected bidder is required to consider the technical support of the Solution and related application software for the period of contract from day one

### 1.2. Application Sizing

- a. The successful bidder has to size the solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by OMC.
- b. The selected bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter.
- c. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (corrigendum and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to OMC. Any assumptions, changes, deviations other than what is specified and accepted by OMC will not be considered for the purpose of this RFP.

### 1.3. Interfaces/ Integration Requirements

- a. The interfaces required for the solution need to be sized, developed, installed, tested, implemented and maintained by the selected bidder fully meeting the functional, technical and interfacing requirements. The selected bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in the RFP. The solution must enable all currently specified interfaces as well as allow for introduction of new interfaces/channels as the case may be. In addition to interfaces required for end to end solution for Human Resource Management System, the selected bidder must interface and

integrate the Solution (Online/offline) to the below mentioned current/ future applications of OMC:

- i. ERP Solution (SAP).
  - ii. Third party Bio-metric Attendance System.
  - iii. Document Management Systems.
- b. The selected bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the proposed solution.
  - c. When developing the interfaces, the selected bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer.
  - d. The selected bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation.
  - e. The selected bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
  - f. The selected bidder will be responsible for setting up the test environment for interface testing. The selected bidder will help/assist OMC in preparing the test cases for the testing.
  - g. During the period of the contract, based on its technical and functional requirements may intend to add additional third-party application(s) and interfaces to the HRMS solution. Vendor has to extend all necessary support and assistance for addition to the HRMS solution with the required third-party applications and interfaces desired by OMC at no additional costs.

## Appendix – 3: Uptime Calculation

$$\text{Up-time} = \text{MTBF} / (\text{MTBF} + \text{MTTR})$$

Where MTBF = Mean Time between Failures, MTTR = Mean Time to Repair.

<b>Uptime</b>	<b>Maximum allowed downtime per year</b>
95%	438 hours
94%	525 hours
93%	613.2 hours
92%	700.8 hours
91%	788.4 hours

The formula mentioned here shall be applicable in case there is NO other mutually agreed tools or methodology to calculate the downtime and uptime. However, OMC may consider any system generated data for the same. To calculate the quarterly allowed downtime, the annual allowed downtime shall be divided by 4.

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

Ref: [•]

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

### BETWEEN

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

### AND

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

### WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this Agreement, in particular:
  - (a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and

- (b) OMC shall make payments to the Service Provider in accordance with the provisions of this Agreement.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) After the issue of LoA, the initial agreement shall be signed for the period of completion of “Configuration and Completion of HRMS” till after 3 (three) months post achievement of Go-Live as per Clause 4.2 of the Special Conditions of the Contract.
- (d) After the completion of the 3 (three) months support period, as mentioned above, the agreement for providing AMC support shall be signed for 1 (one) year and renewed annually as per clause 5 (C) of Special Conditions of the Contract.
- (e) <Other important terms and conditions may be included>
- (f) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (g) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (h) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

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

Corporation

(Authorized Representative)

Name:

Designation:

Odisha Mining Corporation

OMC House, Bhubaneswar-751001

(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:

Address:

In presence of the following witnesses

Name:  
Designation:  
Odisha Mining Corporation  
OMC House, Bhubaneswar-751001

Name:  
Designation:  
Name of the Service Provider:  
Address:



### Annexure 3: Format for Power of Attorney

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

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

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

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

For

Witnesses

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

1.

2.

Accepted

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

## Annexure 4: Price Bid Format

### Item Rate BoQ

Tender Inviting Authority: Advisor(C and P)

Name of Work: Configuration and Implementation of Human Resource Management System (HRMS) Software along with Annual Licensing Cost for 5 (five) years

Contract No: NIT No: OMC/E-PROC/CMC/47/2021

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</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)						
No.	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE per each in Figures To be entered by the Bidder INR	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Description					
1.01	Configuration and Implementation Charges of HRMS	1.00	Set		0.00	INR Zero Only
2	Annual Recurring Charges against Annual Licensing Cost & Support of HRMS					
2.01	1st Year	1.00	Set		0.00	INR Zero Only
2.02	2nd Year	1.00	Set		0.00	INR Zero Only
2.03	3rd Year	1.00	Set		0.00	INR Zero Only
2.04	4th Year	1.00	Set		0.00	INR Zero Only
2.05	5th Year	1.00	Set		0.00	INR Zero Only
3	Man-day rate of deployment of on-site professional for implementation of Change Request tasks	50	Days		0.00	INR Zero Only
4	Man-day rate of deployment of off-site professional for implementation of Change Request tasks	100	Days		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	Zero Only
<b>Quoted Rate in Words</b>						

Signature of the Bidder with seal

**N.B-**

The bidder should indicate SSC/HSN code and rate of GST on the items detail below along techno commercial bid:

<b>Sl. No</b>	<b>Description</b>	<b>SSC/HSN code</b>	<b>Rate of GST</b>
1	Configuration and Implementation Charges of HRMS		
2	Annual Recurring Charges against Annual Licensing Cost of Human Resource Management System		
3	Man-day rate of deployment of on-site professional for implementation of Change Request tasks		
4	Man-day rate of deployment of off-site professional for implementation of Change Request tasks		

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 <sup>1</sup> / documents related-to exemption from the same		
7	Power of Attorney - Annexure 3		
8	<Copy of EPF registration certificate ESI registration certificate, latest EPF challan and list of employees working with the organization>		
9	<Copies of relevant ISO and/or CMMI certificates>		
10	Signed copy of check list with seal - Annexure 6		
11	Bank details – Annexure 7		
12	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		
13	<Integrity Pact - Annexure 10>		
14	Others		
15	<Consortium Operating Agreement – Annexure 11>		
16	SSC/HSN code and rate of GST in the format appended below the price bid format of Annexure-4		

Date

Signature of the Authorized Signatory of the Bidder with Seal

<sup>1</sup> In case EMD is in BG format, mention "Annexure 9"

## 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 Andhra Bank

### 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 the 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 Performance Security<sup>2</sup>

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

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

B.G. No.

Dated:

WHEREAS:

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

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<sup>2</sup>Shall be as per the latest BG Format of OMC



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

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

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed INR .....
  - ii) The Bank Guarantee shall be valid up to ..... (“Expiry Date including claim period” ..... of the Bank Guarantee).
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ..... (Claim Period of the Bank Guarantee) at our Branch at \_\_\_\_\_ Bhubaneswar.
  - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities there under, 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 (ANDHRA BANK, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code ANDB0001059)

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.....