



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

**Notice Inviting Tender
for
Engagement of an Agency to provide
Facility Management and Support
Services in OMC
(through e-tendering)**

NIT No: OMC/e-Proc/CMC/17/2020 dated 28.09.2020

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CORRIGENDUM

E-procurement notice

Dated: 16.10.2020

NIT No.: OMC/e-Proc/CMC/17/2020 dated 28.09.2020

In continuation to the NIT No: OMC/e-Proc/CMC/17/2020 dated 28.09.2020, the tender schedule is revised as detailed below based on pre-bid meeting held on 12.10.2020

#	Item	Particulars
1	Name of work	Engagement of an Agency to provide Facility Management and Support Services in OMC
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16.10.2020; Time: 6:00 PM
3	Last date for bid submission	Date: 28.10.2020; Time: 3:00 PM
4	Opening of Techno-Commercial Bid	Date: 28.10.2020; Time: 5:00 PM
5	Opening of Price Bid	To be informed to the Technically Qualified Bidders
6	Tender Document Cost (non-refundable) including GST	INR 11,800 (Rupees Eleven Thousand Eight and Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Earnest Money Deposit (EMD)	INR 17,00,000 (Rupees Seventeen Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

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) and on the website of OMC (www.omcltd.in). OMC reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

CGM (Material)

Head (Contracts & Procurement)

The Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

1. Schedule for the Tender

#	Parameter	Name
1.	Date of publication of NIT	Date: 16.10.2020
2.	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16.10.2020; Time: 6:00 PM
3.	Bid Due Date	Date: 28.10.2020; Time: 3:00 PM
4.	Opening of Techno-Commercial Bid	Date: 28.10.2020; Time: 5:00 PM
5.	Opening of Price Bid	To be informed to the Technically Qualified Bidders

2. Data Sheet

#	Parameter	Name
1.	Name of tender	Engagement of an Agency to provide Facility Management and Support Services in OMC
2.	Type of tendering	Open tendering
3.	Mode of tendering	e-tender
4.	E-tender site	www.tendersodisha.gov.in
5.	Tender Document Cost (non-refundable) including GST	INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6.	Earnest Money Deposit (EMD)	INR 17,00,000 (Rupees Seventeen Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7.	Amount of Performance Security	10% of the annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8.	Nodal Officer	Name: Mr. Malay Kar Phone No.: 0674 - 2377521
9.	e-Mail address for submitting Pre-Bid queries	mrkar@odishamining.com and cmc@odishamining.com
10.	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
11.	NIT No.	OMC/e-Proc/CMC/17/2020 dated 28.09.2020

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT 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 NIT 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 NIT. The assumptions, assessments, statements and information contained in the NIT 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 NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT 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 NIT, or any matter deemed to form part of this NIT, 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 NIT. 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 NIT.
- 3.6 The Bidder should confirm that the NIT 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 OMC immediately at the following address:

The Odisha Mining Corporation Limited
(A Govt. of Odisha Undertaking)
OMC House
Bhubaneswar 751 001

Odisha, India
Phone No.: 0674 - 2377521
e-Mail: cmc@odishamining.in

- 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 NIT 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 NIT 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 NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT 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 NIT 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 NIT.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT 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 NIT 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 NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. 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
DGMS	Directorate General of Mines Safety
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
HO	Head Office
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MO	Mines Office
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	The Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RO	Regional Office
RTGS	Real Time Gross Settlement

SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority
VDA	Variable Dearness Allowance

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 under “Instruction to Bidders”;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, 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 NIT 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 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by OMC notifying the Preferred Bidder/ Service Provider 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 “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide NIT No. OMC/e-Proc/CMC/17/2020 dated 28.09.2020 for Engagement of an Agency to provide Facility Management and Support Services in OMC and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by OMC subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “OMC” means The 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 between OMC and the bidders for clearing doubts if any;
- 5.16 “Preferred Bidder” shall have the meaning given to it in Clause 8.21;
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “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 NIT and is qualified for opening of its Price Bid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Document Cost” 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 NIT. 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 failing that in General Clauses Act, 1897.

6. Scope of Services

- 6.1 The selected Service Provider shall provide the following services to OMC as per the below mentioned timeframe:

#	Name/ type of services	Contract period	Location for providing the services
1	Housekeeping services: Cleaning & Sweeping, Garbage collection & Disposal, Pest Control and Garden & Park maintenance	5 years (Extendable up to another 5 years on year to year basis subject to assessment of the performance of the Service Provider)	Various locations throughout the State of Odisha (mentioned in Special Conditions of Contract)
2	Canteen / Hospitality services: Wholesome and Hygienic Food preparation at Canteens, Guest Houses and Transit Houses and its serving as well as Hospitality Services at Guest Houses and Transit Houses		
3	Maintenance services: Electrical/ Mechanical and Civil maintenance		
4	Additional Support Services: Provide manpower related to support services such as attendants, drivers, data entry operators, supervisors, pharmacist, laboratory technicians, nurse, teacher and any other categories of manpower		

- 6.2 The detailed scope and specifications of the services to be provided, 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 NIT 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	<u>Technical Criteria</u>	
7.1.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:</p> <p>i) Three similar completed Facility Management Services of annualized value not less than INR 4 crore OR ii) Two similar completed Facility Management Services of annualized value not less than INR 5 crore OR iii) Single similar completed Facility Management Service of annualized value not less than INR 8 crore</p> <p><u>Note:</u></p> <p>a. "Facility Management Services" shall mean services related to</p> <ol style="list-style-type: none"> Cleaning & sweeping/ garbage collection/ pest control; Garden and park maintenance; Food preparation; Hospitality services; Electrical / mechanical /civil maintenance; Any other combination of the activities listed down at # 1 to 5 <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20)</p>	<p>Self-attested copies of</p> <ol style="list-style-type: none"> Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and Completion certificate from their clients/employers, regarding successful completion of the services. 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 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
7.1.2	The Bidder shall have at least 10 (Ten) years of experience in providing Facility Management Services in State or Central Government	<p>Self-attested copies of</p> <ol style="list-style-type: none"> Relevant contracts or Work Orders or Agreement containing the scope of

#	Criteria	Required Documents
	organizations/ PSUs / Private organizations.	<p>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>(In case of any on-going contract, if the bidder needs to quote such contract for claiming experience, the completion certificate shall clearly, and in no uncertain terms, mention the scope of work delivered, and the value of the work executed till that point in time)</p>
7.1.3	The Bidder should have a minimum strength of 5,000 workers under its payroll.	<ul style="list-style-type: none"> ▪ Copy of latest Electronic Challan Cum Return of EPF to be enclosed ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. ▪ However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OMC may carry out verification of the same if required
7.1.4	The Bidder must have minimum quality certification of ISO 9001: 2015	<ul style="list-style-type: none"> ▪ Certificate copies should be submitted, and it should be valid till the date of publication of RFP

#	Criteria	Required Documents
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 200 crore</p> <p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>iii) Bidder should submit a solvency certificate issued by any Nationalized/ Scheduled Commercial Bank for an amount at least INR 1 crore. The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p><u>Note:</u></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.</p> <p>c) Solvency certificate as set out in Clause 7.2 (iii) hereof, issued by any Nationalized / Scheduled Commercial Bank.</p>
7.3	Other Criteria	
7.3.1	The Bidder should be a Company as defined in Section 2 (20) of the Companies Act, 2013(Private or Public)	<p>Copies of</p> <ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Memorandum of Association ▪ Articles of Association
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
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	Declaration to this effect, as per the format given in Annexure 5
7.3.4	Tender Document Cost, EMD amount and Power of Attorney	<p>a) Proof of payment of Tender Document Cost; Please refer to Clause 8.6 for further details</p> <p>b) Proof of payment of EMD; Please refer to Clause 8.7 for further details.</p> <p>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</p>

#	Criteria	Required Documents
7.3.5	The Bidder ought to have been covered by the labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License
7.3.6	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

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder should 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 should have completed the entire range of services as specified in the NIT, 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 NIT). The part completion certificate should also highlight the satisfactory performance/ progress of the Bidder with respect to the services under consideration.
- 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.) 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 should be in the name of the Bidder, whereas the DSC holder should 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) and the website of OMC (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 Document Cost 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 Clause 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) respectively christened as such. 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 NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid should be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 **Tender Document Cost**
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Document Cost"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet
- 8.6.2 The Bidders, who are exempted to deposit Tender Document Cost 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 Document Cost claiming exemption but does not submit relevant document, is ineligible for bidding and his 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).

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 State 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 his bid shall be summarily rejected.

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

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

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or in case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;

- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
 - v) If the Bidder has otherwise committed any breach of the terms of this NIT;
 - vi) in case the Preferred 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 OMC; 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 a reasonable amount 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 NIT.
- 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 and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided 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, 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 NIT, 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 consists 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 should 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
- v) Annexure 9: Machine hiring charge for Additional equipment

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall comprise of the following components:

- i) PART-A: Service charge (in %) for “**Housekeeping Services**”
- ii) PART-B: Service charge (in %) for “**Canteen/Hospitality Services**”
- iii) PART-C: Service charge (in %) for “**Maintenance Services**”
- iv) PART-D: Service charge (in %) for “**Additional Support Services**”
- v) PART-E: Machine hiring charges for the following equipment:

- a) Vacuum cleaner
- b) Lawn mower
- c) Motorized grass cutter
- d) Vehicle for garbage collection
- e) Disposal and tea/coffee vending machine.

The machine hiring charge amount in Rupees shall be quoted by the Bidder per machinery per month. The machine hiring charge of a particular equipment shall remain same for all the areas/locations where it shall be deployed.

The Service charge for “Housekeeping Services” shall also be applicable on manpower cost of Horticulturists, Site coordinators (FMS) and Facility manager, that would be deployed as per the provisions of this NIT.

The Bidder shall quote the rate as per the Price Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rates, the rate mentioned in word shall prevail.

In addition to this, the Bidder shall quote the machine hiring charge per equipment per month for additional equipment as mentioned in Annexure 9. The charges quoted by the Bidder will not be part of Price Bid. These charges will be negotiated with the Preferred Bidder before signing of the Agreement. The machine hiring charge of a particular equipment shall remain same for all the areas/locations where it shall be deployed.

In addition to the equipment mentioned in Annexure 9, OMC can instruct the agency to hire other equipment as required during contract execution. The Machine hiring charge per equipment per month for such other equipment will be negotiated with agency as and when required.

The Service charge under PART-A, PART-B, PART-C and PART-D quoted shall be inclusive of

- 1) Profit
- 2) Benefit under Employees Compensation Act wherever applicable
- 3) Insurance
- 4) Administration Expenses
- 5) Interest Cost (if any)
- 6) Contingency
- 7) Conveyance
- 8) Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by OMC
- 9) Tools and tackles (to be considered for quoting Service charge for Maintenance Services)
- 10) Any other that the Bidder would like to factor to deliver the Scope of work

The Machine hiring charges under PART-E shall be inclusive of wages of operators engaged for this purpose as well as other associated statutory /obligatory liabilities and fuel and lubricants.

Also while quoting of Price Bid, Clause 5.2.5 of Special Conditions of Contract must be referred.

8.16 **Material deviation**

8.16.1 Material deviations in the bids received 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 bids 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 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 of the Material deviation.

8.19.3 If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents. 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 of Techno-Commercial Bid.

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 Score, Ts 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 a score 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 as part of the Techno-Commercial Bid
1	Organizational capacity	30		
1A	Average turnover of the bidder in the last 3 (three) Financial Years (FY2017-18, FY2018-19 and FY2019-20)	10	<ul style="list-style-type: none"> • INR 200 crore: 5 marks • Additional 1 mark for each additional turnover of INR 50 crore subject to a max. of 5 additional marks 	Audited Balance Sheet and profit & loss statement for the relevant Financial Years
1B	Relevant quality certificate from a recognized institution for related product or service	5	<ul style="list-style-type: none"> • For ISO 9001: 2015 certification – 3 marks • For ISO 45001:2018/ OHSAS certification - 2 marks 	Certificate copies should be submitted, and it should be valid till date of publication of RFP
1C	Number of Workers on bidders' payroll	10	<ul style="list-style-type: none"> • 5,000: 5 marks • 1 mark for additional 1,000 workers subject to a maximum of 5 marks 	<ul style="list-style-type: none"> • Latest EPF Challan /ECR copy • Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. • However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OMC

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
				may carry out verification of the same if required
1D	No. of years of experience working with Odisha based clients	5	<ul style="list-style-type: none"> • ≥ 5 and < 10 years: 3 marks • ≥ 10 years: 5 marks 	Relevant Work order along with completion certificate or Continuation certificate
2	Technical Capability	30		
2A	<p>Number of years of Experience in providing Facility Management Services</p> <p><u>Note:</u> Facility management services shall mean services related to</p> <ol style="list-style-type: none"> 1. Cleaning & sweeping/ garbage collection/ pest control, 2. Garden and park maintenance; 3. Food preparation; 4. Hospitality services; 5. Electrical / mechanical /civil maintenance; 6. Any other combination of the above 5 activities 	10	<ul style="list-style-type: none"> • 10 Years: 5 marks; • 1 mark for additional 1 year of experience subject to maximum of 5 additional marks 	Work order along with completion certificate or Continuation certificate
2B	<p>Undertaken projects with annualized contract value of not less than INR 4 crore during the last Five financial years in the following fields:</p> <ol style="list-style-type: none"> 1. Cleaning & sweeping / garbage collection/ pest control: max. 2 	20	<ul style="list-style-type: none"> • 2 marks for each eligible project • Maximum 2 projects shall be considered under each field 	<ul style="list-style-type: none"> • Work order along with completion certificate or Continuation certificate • In case, the bidder fails to avail the completion certificate from their

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	<p>projects</p> <p>2. Garden and park maintenance: max.2 projects</p> <p>3. Food preparation: max.2 projects</p> <p>4. Hospitality services: max.2 projects</p> <p>5. Electrical / mechanical /civil maintenance: max.2 projects</p> <p><u>Note:</u></p> <p>1. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20)</p> <p>2. For the purpose of evaluating projects under 2B, a single project can be considered for multiple fields, in case the value of work order is at least (INR 4 crore * No of fields referenced by Bidder).For example, in case a bidder wishes to avail marks under Garden and park maintenance, Food preparation and Hospitality services by providing credentials of a single project, then the project Work order Value must</p>			client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	not be less than INR 12 crore (INR 4 crore x 3) (excluding taxes)			
3	Presentation	40		
3A	<p>During presentation, the bidder shall be evaluated on the following:</p> <ol style="list-style-type: none"> 1. Understanding of the assignment – 6 marks 2. Approach and Methodology – 6 marks 3. Standard operation procedures adopted – 7 marks 4. Quality control and testing procedures – 7 marks 5. Technological solutions – 7 marks 6. Training to personnel – 7 marks 	40	<ul style="list-style-type: none"> • Bidders will be called to make a presentation to OMC. • The eligible bidders shall be requested to make a presentation on their proposal, to an Evaluation Committee constituted for the purpose • The presentation will be done via a Video Conference with the Bidders 	
Technical Score, T_s		100		

8.20 Opening and Evaluation of Price Bids

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

8.21 Preferred Bidder:

For determination of the Preferred Bidder, all 5 components (PART-A, PART-B, PART-C, PART-D and PART-E as described in Clause 8.15.2) shall be considered. The overall quoted price of each technically qualified Bidder shall be computed in the following manner:

Quoted Price =

{(% Service charge quoted under PART-A) X INR 36,94,270} +

{(% Service charge quoted under PART-B) X INR 18,51,846} +

{(% Service charge quoted under PART-C) X INR 25,09,450} +

{(% Service charge quoted under PART-D) X INR 33,10,972} +

{Overall monthly charges quoted under PART-E}

Note: The details of monthly manpower cost have been provided in Annexure 10 for reference.

The Bidder with the lowest Quoted Price shall be the Preferred Bidder. The Preferred Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder may be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) with the next lowest Quoted Price and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Quoted Prices, the Bidder having higher technical score shall be considered as the Preferred Bidder.

8.22 **Signing of Agreement:** Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) with the next lowest Quoted Price and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.

8.23 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Head Office, OMC upon issue of LoA within a period of 7 (seven) days. 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 shall remain valid for 15 (fifteen) months for each contractual year from the start of each year. Upon receiving the letter of acceptance from OMC to commence work for the next contractual year’s operation, the performance security shall be recalculated for the concerned Contractual year as per the formula:

Amount = 10% of Annual Contract Value of the relevant Contractual Year

The Service Provider shall then provide the Performance Security of the revised amount within 15 (fifteen) days of the start of the relevant Contractual Year. Upon submission of the Performance Security of the revised amount and acceptance of the same by OMC, the previous Performance Security shall be returned.

The Performance Security for the final contractual year shall be released only after release of Security Deposit of the final contractual year. It shall be released from HO, after recommendation from the Nodal Officer, OMC.

8.24 The Successful Bidder should have an office in Odisha. In case the Successful Bidder does not have a prior office in Odisha, it has to open an office in Odisha within one month of signing of agreement with OMC. Relevant GST registration document should be submitted in this regard.

8.25 The Successful Bidder shall submit the Indemnity Bond in the Format as at Annexure-11 at the time of execution of agreement.

- 8.26 The Successful Bidder shall have to deploy all the facility management personnel within 30 (thirty) days of issue of LoA in accordance to the provisions of this NIT.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders may visit the sites and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the sites. OMC will only facilitate their visit.
- 9.1.3 The date of the site visit is provided in the Schedule for the Tender. Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

9.2 Pre-bid meeting:

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.

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

10.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). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria is 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 Document Cost 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) 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 Document Cost and EMD:** Tender Document Cost 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) is integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder

holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their 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 Pool Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.

10.6 Deleted Clause

10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for each item/module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.

10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.

- 10.9 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.10 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.20. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) 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 Document Cost. 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.
- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be visible to the

participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.1.

- 10.13 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

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 the person, 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 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, 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. Performance Security

- 7.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 7.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
- If the successful Bidder denies undertaking the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion, or during its extended period
 - 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
- 7.3. The proceeds of Performance Security shall be forfeited and 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.
- 7.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8. Delivery & Documents

- 8.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 8.2. 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.

9. Terms of Payment

- 9.1. 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.
- 9.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 9.3. No advance shall be paid and no letter of credit shall be issued.
- 9.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 9.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

10. Subcontracting /out-sourcing/ sub-letting/ Assignment

- 10.1. 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.

11. Cancellation of Service Order / Agreement

- 11.1. If the Service Provider fails to fulfil 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 it 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) Due to 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 contractor entity 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 damage suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 11.1.

12. Right to risk for procurement

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 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.

13. Force Majeure

13.1. “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.

13.2. 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.

13.3. 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.

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

14. Dispute Resolution

14.1. 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 shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar within the period as specified under the Law of Limitation. 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.

- 14.2. 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.

15. 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.

16. 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.

17. Permits & Certificates

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

18. General

- 18.1. 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.

18.2. 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.

18.3. 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 him.

18.4. 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.

19. Liability and Indemnity

19.1. 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 contractors, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the 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 contractors, employees, servants or agents or any of the representations; and

- c) to the extent of the value of free issue materials to be issued till such time the entire 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.

- 19.2. 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.

20. Blacklisting

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

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

21. Insurance

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

22. Statutory and Legal requirements

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

23. Compliances to policies and standards adopted or to be adopted by OMC

- 23.1. 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.

- 23.2. 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.

24. Safety

- 24.1. 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 creates no hazards or disturbance for the surrounding inhabitants and areas.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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 or by its contractors or sub-contractors. If OMC is made liable for any such claim by the court of law or any other authority, the same should 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.

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 take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, service requirements including technical parameters

2.1. Purpose/ Objectives of the Assignment:

2.1.1. The Service Provider shall provide facility management Services at various locations of OMC in different parts of the State of Odisha. The Service Provider shall deploy the following Facility Management personnel at Head Office, Regional Offices, Mine Offices and colonies. Facility management services will include:

- a. **Housekeeping Services:** Cleaning & Sweeping, Garbage collection & Disposal, Pest Control and Garden & Park maintenance
- b. **Canteen / Hospitality Services:** Wholesome and Hygienic Food preparation at Canteens, Guest Houses and Transit Houses and its serving as well as Hospitality Services at Guest Houses and Transit Houses
- c. **Maintenance Services:** Electrical/ Mechanical and Civil maintenance
- d. **Additional Support Services:** Provide manpower related to support services such as attendants, drivers, data entry operators, supervisors, pharmacist, laboratory technicians, nurse, teacher and any other categories of manpower.

2.1.2. The Service Provider shall provide facility management services at the following areas, as applicable:

a. Head Office (HO)

- i. HO Building including OMC House and Boyan Bhawan

b. Regional Office (RO)

- i. Chrome Zone (including RO JK Road, MOs South Kaliapani, Sukurangi, Kalarangi, Kathapal, COBP, Chirugunia)
- ii. RO, Daitari
- iii. RO, Angul
- iv. Shipment Office, Paradip
- v. RO, Bangur

- vi. RO, GIOM
- vii. RO, Barbil
- viii. RO, Koira
- ix. RO, Rayagada (incl. Bhawanipatna)

c. Mines Office (MO)

- i. MO, Kurmitar
- ii. MO, Kodingamali (incl. Lakmipur, Civil)
- iii. MO, Tiringpahar / Khandabandh
- iv. MO, SGBK, Guruda/Mahaparbat
- v. MO, Dubuna
- vi. MO, BPJ
- vii. MO, Serenda/JB
- viii. MO, Khondalite

The facility management services shall also be provided in OMC colonies (as applicable) in each of the areas mentioned above.

2.1.3. The Service Provider shall deploy the following facility management personnel at the areas mentioned at Clause 2.1.2:

- a. Facility Management workers (Unskilled, semi-skilled, skilled and Highly-skilled categories)
- b. Horticulturists
- c. Site coordinator (FMS)
- d. Facility Manager

OMC shall, from time to time define / specify the skill-levels/certification requirement (as applicable) for different categories of manpower.

The skill-category of the manpower to be deployed by the Service Provider shall be decided in consultation with OMC subject to adherence to the Central government notifications/guidelines.

The deployment of Horticulturists, Site coordinators (FMS) and Facility Manager shall be as per Clause 2.3 of SCC.

OMC shall have the liberty to increase/decrease the areas for deployment of personnel. The Service Provider will have to deploy the personnel at the designated areas/new areas as decided by OMC within one month of notice.

OMC also reserves the right to seek engagement of any other category of personnel, that would be provided by the Service Provider. For such personnel, OMC shall fix the qualification/experience/skill level requirements, the remuneration/other benefits and the applicable Service charge.

- 2.1.4. The facility management personnel so deployed will be under obligation to discharge any other facility management duty as required by the OMC or their Officers in charge.
- 2.1.5. The selected Service Provider shall be held responsible for conduct, deeds of its facility management personnel deployed in areas as per Clause 2.1.2 of SCC.
- 2.1.6. All facility management personnel deployed by the selected Service Provider shall at all point of time continue to be the employees of the selected Service Provider for all purposes and the selected Service Provider shall employ and maintain the facility management personnel at its own cost and expenses and shall:
 - i. Keep the facility management personnel and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of safety/health & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Service Provider will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner.
 - ii. Provide to the facility management personnel uniforms free of cost without recovery from them. The clothes worn by the facility management personnel while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every facility management personnel, while on duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner.
 - iii. The selected Service Provider shall ensure submission of all statutory monthly/ weekly / half yearly/Annually returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to the OMC along with payment particulars. If the selected Service Provider fails to comply and effect payment to the aforesaid competent authorities, then the OMC shall be at liberty to withhold payment of invoice till payment to the

competent authority by the selected Service Provider. But the OMC is in no way liable for these lapses on part of the selected Service Provider.

2.1.7. The following performance & parameters will be adhered to:

- i. The place of duty and nature of duty will be fixed by the OMC as per their requirements. The selected Service Provider will replace any facility management personnel within 48 hours if the OMC finds that their performances not satisfactory. For any breach of contract by any facility management personnel deployed by the Service Provider, OMC shall maximum give 3 warnings (no. of warnings shall depend upon the nature of the breach), after which the selected Service Provider shall be asked to replace the concerned personnel.
- ii. The Service Provider shall increase or decrease the strength of facility management personnel as per the requirement of the OMC within one month of notice.
- iii. The Service Provider shall transfer the facility management personnel periodically to obviate their collusion/ association / intimacy with the OMC/Staff/dealers/transporters/Suppliers or their agents and brokers.
- iv. The Service Provider shall not allow its facility management personnel to collude/align with the employees of the OMC/dealers/ transporters/supplies and their agents and brokers or to join in any trade union or take part in any agitation

2.1.8. The Service Provider shall use the premises of various facilities / infrastructure only for the purpose for which they have been provided for.

2.1.9. In addition to the equipment mentioned in Appendix-B of SCC and Annexure 9 of NIT, OMC can instruct the Service Provider to hire other equipment as required during contract execution. The Machine hiring charge per equipment per month for such other equipment will be negotiated with agency as and when required.

2.2. Detailed Scope of Work

2.2.1. Housekeeping Services

The detailed scope of services to be provided for Housekeeping services shall be the following:

A. Cleaning and Sweeping

Area	Details on scope of work
Façade Cleaning (Inside & Outside)	Inside Buildings <ol style="list-style-type: none"> 1. Rooms/Chambers/Labs cleaning 2. Corridor floor cleaning (after morning) 3. Staircase Cleaning 4. Door & door handles cleaning 5. Cleaning of Drinking water area 6. Lift door cleaning from outside

Area	Details on scope of work
	<ol style="list-style-type: none"> 7. Garbage collection and disposal 8. Glass and glass partition cleaning 9. Fire Extinguishers/hydrants and hose reels cleaning 10. Any type of furniture 11. Glasses /Nameplates 12. Telephone/Computers 13. Cobwebs & doormats 14. Electric Switches 15. Terrace Cleaning 16. Waste material cleaning <p><u>Outside Buildings</u></p> <ol style="list-style-type: none"> 1. Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights 2. Cleaning of Paved corridors 3. Cleaning of Outside glass 4. Cleaning of Outside walls 5. Sweeping of Parking area & Internal road cleaning(cycle/ Motorcycle/car) 6. Sweeping of All other roads 7. Sweeping of All the sewerage lines and drains 8. Roadsides bush cutting/ grass cleaning
Attached and General Toilets	<ol style="list-style-type: none"> 1. Toilet cleaning with toilet cleaning 2. Agents (deodorant phenyl/washing powder/acid with placement of naphthalene balls) 3. Floor cleaning 4. Side wall cleaning 5. Doors & door handle cleaning 6. Wash basin and surrounding area 7. Cleaning 8. External tap cleaning 9. Mirror cleaning 10. Commodes cleaning 11. Urinals cleaning 12. Dustbin clearance & cleaning 13. Hand drier machine cleaning if any

B. Garbage collection & Disposal, Pest control

Area	Details on scope of work
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Garbage collection / Disposal.	<ol style="list-style-type: none"> 1. Pest control spray shall be made in all the office rooms, record rooms & stores. 2. Disposal of all wastage to be tied up with state collection and transportation system and not left here and there within and around Office, dispensary and transit house premises
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C. Garden & Park maintenance

Area	Details on scope of work
Garden & Lawn Maintenance	<ol style="list-style-type: none"> 1. De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels. 2. Making beds, mulching for trees, shrubs & ground covers at beds, mixing of manure for trees and required. 3. Manual watering 4. Replacement of damaged grass, trees, power plants, shrubs and hedges in and around garden/park 5. Anti-termite treatment for damages leaves and branches. 6. Dusting of each and every benches and dust bin 7. Wiping the chairs 8. Cleaning, Repairing work for benches, dust bin/ fountains/ rows/ swings/ play equipment of parks and gardens 9. Upkeeping of gardens, seasonal plants to be planted in the lawns/ beds/ orchid areas etc. 10. Maintenance of potted plants both indoors and outdoors 11. Removal of fallen dry/ leaves and all types of waste materials laying in park/ garden, conveying and disposing collected wastes in a demarcated space

Note:

- 1) Cleaning & Sweeping shall be to be carried out in the following areas (as applicable) at each of the areas mentioned in Clause 2.1.2 of SCC
 - a) Administrative Office
 - b) Vocational Training Centre
 - c) Guest House / Transit House
 - d) Dispensary / Hospital
 - e) Canteen
 - f) Weighbridge area
 - g) Parking Plaza
 - h) Rest shelter

- i) Security Barracks and Posts
- j) Community Center
- k) Schools
- l) Roads & Drains (Colony included)

The list is not exhaustive and further new areas may be added as and when required by OMC.

2) **Schedule for Housekeeping Services:** The schedule for providing Housekeeping services is mentioned in Appendix – A, Appendix - H and Appendix – I of SCC.

3) **Manpower for Housekeeping Services:**

- a. The Service Provider shall deploy manpower across all the offices / areas mentioned with required skill-sets to carry out the scope of work pertaining to Housekeeping Services. Area-wise tentative number of deployment of such manpower is provided at Appendix – E of SCC (PART – 1).
- b. OMC in its discretion may increase/decrease the manpower to render the housekeeping services throughout the period of contract.

4) **Cleaning material/consumables:**

- a. The list including material for pest control shall be decided by a Committee of Stores, Finance and Section In-charge (of relevant area/office) every quarter and shall be procured by OMC.
- b. The Cleaning material/consumables (including consumables for pest control) shall be provided to the Service Provider.

5) **Housekeeping equipment:**

- a. The Service Provider shall deploy all the housekeeping equipment as per the requirement mentioned in Appendix – B (Part-1) of SCC for effective rendering of housekeeping services.
- b. The Service Provider shall be paid the quoted/negotiated monthly machine hiring charges against the total number of equipment deployed and the period for which equipment have been deployed.
- c. OMC, in its own discretion, may increase the number of housekeeping equipment that shall be deployed by the Service Provider. OMC may also increase the number of areas/locations where the housekeeping equipment needs to be provided. The Service Provider shall adhere to OMC's instruction of increasing the number of equipment within 15 days of intimation by OMC.
- d. At the same time, OMC shall also have the option to provide its own equipment to the Service Provider. In such an event, the Service Provider may be asked to use the same and decrease the number of equipment that it has hired on its own. The Service Provider shall adhere to OMC's instruction of decreasing the

number of equipment within 15 days of intimation by OMC. OMC shall not pay the monthly machine hiring charges for such equipment post expiry of these 15 days.

- e. A log book will be maintained by the Service Provider for the all the equipment deployed and it shall be checked by OMC (Relevant area).

6) Additional considerations:

- a. The agency shall ensure that proper covered Big Size Dust Bins with garbage bags (disposable bags) are provided and placed at different locations of the buildings. In case of non-availability of such bins, the agency shall intimate OMC about the same.
- b. In case of non-supply of water to the toilets or breakage of toilets, it should be reported to the OMC. The repairing should be done quickly in coordination with Civil Section of OMC.
- c. The entire morning cleaning of the buildings must be completed before opening of offices/buildings. The timings shall be intimated by OMC.

2.2.2. Canteen / Hospitality Services

The detailed scope of services to be provided for Canteen / Hospitality Services shall be the following:

A. Food preparation

- i. The manpower provided by the Service Provider shall prepare wholesome and hygienically prepared meals and other eatables, snacks, beverages (tea, coffee), etc. as per the Menu provided by OMC.
- ii. For Canteens, Menu and price shall be fixed by Canteen management committee in presence of Service Provider's representative. For Guest House / Transit House, Menu and price shall be fixed by the concerned Unit Head through a well-constituted Committee where the representative of Service Provider shall be a member.
- iii. Furniture, Fixtures, utensils, gas, space for canteen operations, electricity and raw hot water for washing to be provided by OMC
- iv. Raw material list and quality of raw materials will be decided by
 - 1) For Canteens: Canteen management committee accompanied by members from Materials/Stores, Finance and concerned Officer in-charge and representative of Service Provider
 - 2) For Guest House / Transit House: Committee of Stores, Finance, Service Provider and Section In-charge (Relevant area)

Such list/quality shall be decided at the start of every month. Procurement of raw materials will be done by Service Provider. The Service Provider shall maintain the required quantity of provisions, vegetables and other items as

decided by the respective Committee to run the Canteen / Guest House / Transit House smoothly without any hindrance and without giving any reasons for shortage at any time. The Service Provider shall maintain proper hygienic conditions. All the materials should be handled carefully and consumption of provisions should be recorded on a daily basis.

- v. Collection of fees for food items will be done by Service Provider directly from users in case of canteens. In case of Guest House / Transit House, collection of fees for food items will be done by Service Provider from OMC. The Service Provider will raise the bill for Guest House / Transit House mentioning the food items supplied during the month (date-wise and guest-wise) at the end of the concerned month.
- vi. The Service Provider is required to meet the day to day requirements like breakfast, lunch (veg/non-veg), tea, snacks, coffee, cold drinks, dinner etc. as applicable and should have catering arrangements on requirement basis. The timing of operations will be notified to the Service Provider by OMC.
- vii. The Service Provider must supply Tea, Coffee, Snacks etc. regularly in the canteen during the timings as notified by OMC at canteen and as required in guest houses/ transit houses to cater to the requirement of the interested employees.
- viii. The Service Provider should install tea/coffee vending machines at locations specified at Appendix – B (Part-2) of SCC. Functioning of the tea/coffee vending machines including manpower and raw material for tea/coffee shall be the responsibility of the Service Provider. Raw/input material for tea/coffee shall be provided by the Service Provider. Fees for tea/ coffee will be collected by the Service Provider. The electricity required to run the vending machines shall be provided by OMC.
- ix. The Service Provider will be required to display the price list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen.
- x. Serving of Tea/Coffee, biscuits and snacks etc. during official meetings/conferences and seminars in as and when required basis (including Sunday/ Holiday) will be done by Service Provider
- xi. The Service Provider must keep and supply packed items like Cold drinks, Biscuits, Cashew nut and other dry fruits and dry snacks in the canteen for the employees as well as for official meetings. The cost of such packed items shall not be more than the MRP (Maximum Retail Price).
- xii. The Service Provider will be under obligation to arrange for any lunch/dinner parties on official order at a cost to be decided mutually and reimbursed by OMC.
- xiii. The kitchen, dining area, dish wash area, etc. must always be kept clean washed with water and soap solution and mopped regularly. The kitchen,

dining area and the dish wash area must be disinfected at least once in a month or as and when required. This will be done by the Service Provider.

- xiv. The Service Provider will arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
- xv. After every meal (breakfast & lunch), all the plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept. This will be done by the Service Provider.
- xvi. The food must be prepared in clean, hygienic and safe conditions as per the menu and the Service Provider must use the best quality of oil, rice, dal and others ingredients/food items, that shall be reviewed by the Canteen Committee of OMC on a weekly basis
- xvii. Cleaning material will be decided by a Committee of Stores, Finance and Section In-charge (Relevant area) every quarter and shall be procured by OMC
- xviii. The Service Provider shall clean the kitchen floors and premises daily before starting of every operation shift.
- xix. The Service Provider would be held responsible for use of bad quality food stuffs; for use of adulterated ingredients, non-standards oil etc. Action as deemed proper would be taken against him including termination of the contract.
- xx. A complaint box will be kept in the canteen for recording any complaint or suggestions from any officer of OMC and will be regularly inspected by canteen committee. Decision taken by committee shall be final in all these complaints/suggestions
- xxi. The Service Provider shall comply with the applicable provisions under the Mines Rules and Contract Labour (R&A) relating to operation of canteen at Mines / RO.

B. Hospitality services

- i. The Service Provider shall provide hospitality services at the Guest Houses/ Transit Houses of OMC.
- ii. OMC shall provide all equipment and consumables required for effective rendering of Hospitality services to the Service Provider.

Note:

1) Manpower for Canteen / Hospitality Services:

- a. The Service Provider shall deploy manpower across all the offices / areas mentioned with required skill-sets to carry out the scope of work pertaining to

Canteen / Hospitality services. Area-wise tentative number of deployment of such manpower is provided at Appendix – E of SCC (PART – 2).

- b. OMC at its discretion may increase/decrease the manpower to render the Canteen / Hospitality services throughout the period of contract. The Service Provider shall adhere to the instructions of OMC within 15 days of such notification.
- c. It shall be the sole responsibility of the Service Provider to maintain hygiene protocols as per Appendix – G.
- d. OMC, in its own discretion, shall provide head gears, hand gloves and PPEs to the manpower deployed for Canteen / Hospitality services.

2.2.3. Maintenance Services

The detailed scope of services to be provided for Maintenance Services shall be the following:

A. Electrical/ Mechanical Maintenance

Areas of work	Details on Scope of Work
Electrical Maintenance	<u>Overhead line</u> <ol style="list-style-type: none"> 1. Inspect Line for any damage to Pole 2. Inspect Line for any tree touching 3. Check status of Stay Wires 4. Check Line for any damage to Conductor 5. Bush Cutting & Tree trimming 6. Change faulty Insulator 7. Stringing of sag cable properly as per clearances 8. Testing of the Earthing IR value. 9. Painting the pole if required. 10. Cable change if required.
	<u>Substation</u> <ol style="list-style-type: none"> 1. Taking of the reading of Incoming/Outgoing voltage/current, APFC panel reading. 2. Inspect the Transformer oil level and winding temperature. 3. Inspection of APFC, Relays, Battery & Battery Charger and LT Panel Healthiness, indicator status and Alarm. 4. Cleaning of the panel and Tightness check of all panel control supply, if required control TB should be change. 5. Inspection of the Transformer silica gel and oil level. 7. Inspection of the outdoor type VCB, CT&PT and all types of insulator condition. 8. Check the Space Heaters located at its control panel for proper functioning. 9. Inspect the PT, CT and to be sure that no oil leak or series

Areas of work	Details on Scope of Work
	<p>accumulation of soot, dust or salt composite is present.</p> <ol style="list-style-type: none"> 10. Carryout the maintenance of operating mechanism. 11. Cleaning of insulator if any unnecessary an excessive amount of dirt has accumulated. 12. Checking and testing of the grounding system. 13. Cleaning and tightness check of all control /interlocking supply. 14. Visual inspection & examination of all wiring connections. 15. Check insulator support, clean or apply HVIC if necessary. 16. Check the physical condition of bus and tightness also. 17. Check and test the grounding system. 18. Carryout the maintenance of operating mechanism. 19. Check the tightness, clean and greasing the PT, CT, AB switch /isolator and VCB. 20. Clean insulator if necessary, an excessive amount of dirt has accumulated., 21. Test the IR value of the Earthing. 22. Change the insulator, conductor and any accessories if required. 23. Painting the structure if required. 24. Test all closing /tripping coil, protection/measuring CT&PT IR value and its healthiness. <p><u>Transformers</u></p> <ol style="list-style-type: none"> 1. Checking of oil level, it should be as per specified level. 2. Checking of the oil leakage any point of the transformer. If leakage is observed suitable action to be taken for attending oil leakage. 3. Checking of the oil and winding temperature. 4. Checking of the loading ampere of the transformer against rated figures. 5. Checking the abnormal sound. 6. Checking of oil level in cap under silica gel breather. If it is found below the specified level, oil to be top up as per specified level. 7. Checking the breathing holes in silica gel breather& clean properly if required for proper breathing action. 8. Silica gel breather should be of blue colour. If colour is pink, then replacement or heating of silica gel is required. 9. Checking of the oil level in the bucholz Relay. 10. Checking for dirt deposition on bushings and tightness of its oil filling plug & examine for any crack in porcelain discs.

Areas of work	Details on Scope of Work
	<ol style="list-style-type: none"> 11. Checking of the BDV(≥ 60 KV) and PPM(≤ 10 PPM) of transformer oil and tap changer oil. 12. Checking of step by step mechanism operation & end position limit switches in ON load/OFF load tap changer. 13. Checking of transformer oil for acidity(≤ 0.03 mg KOH/g), sludge content, flash point. Dielectric dissipation factor(tan delta). Interfacial tension and specific resistance. 14. Cleaning of all the relays, alarms and control switches along with their circuit, in relay control panel by appropriate cleaning agent. 15. Checking of pockets fit OTI & WTI on the transformer top cover and replace oil if required. 16. Checking of proper function of pressure release device. 17. Checking of insulation resistance and polarization of transformer. 18. Checking of IR value of Earthing systems. 19. Checking DGA of transformer oil annually for higher KV rating transformer and once in 2 years for lower KV transformer. 20. Checking of the proper sealing of terminal Box. 21. Checking all protections and alarm circuits by actual external initiation with relay operation. 22. Checking of painting and surface finish. 23. Checking of tightness of bolts in gasket joints. <p><u>Motors</u></p> <ol style="list-style-type: none"> 1. Motor cleaning and checking of the cooling fan condition. 2. Checking of the running status and take the current taking at load, voltage. 3. Checking of the vibration of driving, non driving end. Check the bearing and body temperature. 4. Inspection of abnormal sound from the motor. 5. Checking of the coupling status of the motor. 6. Cleaning the motor terminal and check the tightness of Incoming/Outgoing cable. 7. Check the motor cooling fan condition. 8. Motor cleaning and checking of the cooling fan condition. 9. Greasing of the motor. 10. Motor cleaning and checking of the cooling fan condition. 11. Greasing of the motor. 12. Testing of the incoming cable IR value, motor winding IR. 13. Cleaning of the motor terminal box and sealed properly.

Areas of work	Details on Scope of Work
	<p>14. Painting of the motor if necessary.</p> <p><u>HT & LT Panels</u></p> <ol style="list-style-type: none"> 1. Inspection and taking the voltage/current. 2. Checking of the abnormal sound from panel. 3. Checking of the power/control cable condition. 4. Checking of the Relay meter and indicator status. 5. Checking of the control supply ,alarm and axu contactor status. 6. Cleaning the panel 7. Tightness check of control/power supply 8. Checking of the connector and TB status. 9. Placing of the rat kill cake at the panel and check the hole seal properly. 10. Motor cleaning and checking of the cooling fan condition. 11. Greasing of the motor. 12. Cleaning of the panel 13. Incomer VCB/ACB maintenance to be done, and its release test to be done by a third party vender once in a year. 14. Bus CRM/IR test to be done by the third party vendor once in a year. 15. Incoming /Outgoing cable tightness and IR test. 16. All protection/measuring CT,PT and control Transformer test as per the standards. 17. Panel space Heater and temperature detector should be test as per the standards. 18. Place the rat kill cake at the panel and check the hole seal properly. 19. Earthing IR test and nomenclature should be done with name plate. <p><u>Streetlights</u></p> <ol style="list-style-type: none"> 1. Inspection of the luminaries physical status. 2. Inspection the lighting DB physical status 3. Checking and managing of illumination standard as presecribed by DGMS using lux meter . 4. Cleaning of the lighting DB and check its tightness of power ckt cable terminal. 5. Inspection the Earthing system and surge protector. 6. Greasing and oiling the movable parts /mechanism. 7. Checking of the Timer status and set as required. 8. Checking and testing of the Earthing IR value.

Areas of work	Details on Scope of Work
	<ol style="list-style-type: none"> 9. Testing of the incoming/outgoing cable IR 10. Greasing and oiling of the movable parts /mechanism. 11. R/M of existing luminaries if required replace by the new 12. Checking of the power ckt contactor/timer/MCB healthiness if required replace the new one. 13. Checking of motor IR value and clean the terminal box. Seal motor terminal properly. <p><u>DG sets</u></p> <ol style="list-style-type: none"> 1. To coordinate with the external and internal customer to facilitate smooth functioning of the DG Sets 2. Battery check for electrolyte level. 3. Specific gravity check. 4. Oil level and temperature check. 5. Check for any Fuel Leak 6. Cooling Hose check. 7. Oil pressure check. 8. Voltage and current check in each phase 9. Engine run hour and RPM. 10. Energy Generation Meter reading & Check 11. Checking the engines for its smooth running, observing for any unusual noise and color of the smoke from the exhaust. 12. Checking general functioning of all DG Set observe noise and vibration levels. 13. Regular visual inspection of all mechanical parts 14. Lub Oil Level 15. Coolant Level 16. Quarterly or Running Hour Based as per OEM Manual 17. Check & Change Coolant 18. Check & Change all Lub Oil Filter 19. Check & Changer Fuel Filter 20. Check & Tighten Fan Belt 21. Check & Changer Airl Filter 22. Clear air inlet and outlet restrictions and tighten all electrical connections and terminations. 23. Electrical Control Panel Check battery charging system and take corrective action, check electrical measuring instruments, indicative lamps for proper functioning, tighten power distribution wiring and connections, testing of relay and other protection and safety devices for proper working, checking for MCCB tripping mechanism, cleaning of bus bars and clammers and tightening of nuts and bolts, tighten of all

Areas of work	Details on Scope of Work
	<p>electrical connections and terminations.</p> <ol style="list-style-type: none"> 24. Drain lubricating oil sump, clean sump strainers, renew lubricating oil 25. Carrying out valve tappet setting 26. End plays checking of crankshaft, accessory drive and turbo charger 27. Checking of proper functioning of various instruments, instrument panel and changing them as required. 28. Diagnosis of various faults and their rectification 29. Checking and fault finding of the electrical system associated with the engine 30. General cleaning and greasing of the alternator when required. 31. Cleaning battery terminals for sulphate formation and checking its state. 32. Maintenance of instruments, relays and connectors fitted in Gen set control Panel and changing them. 33. Checking of wiring system for its loose and dry connections. 34. Checking tightness of mounting bolts. 35. Checking rotating diode assembly of alternators. 36. Fault simulation and verification, functioning of relays, MCB/MCCB and contactors. Insulation testing of alternators once in six months 37. Replacement of lubricating oil, filters, coolant, Replacement of all hoses, belts, gaskets, safety controls, fuel pump, injectors, self starter and charging alternator, trouble shooting, replacement of spares(all spare parts of AMF panel mcb, mccb, contactors, pushbutton, display, battery charger electronic switch, fuse), engine and alternator minor adjustment , radiator cleaning, fuel tank cleaning, panel repairing, AVM fitting job as and when required. 38. Check and reset injector pressure 39. Check and reset injector pump timing 40. Retighten cylinder head nuts 41. Adjust engine valve clearance 42. Radiator Repair for leakages etc 43. All Enginer Safety Test 44. AVR & Diode check & rectification 45. Controller for operation check & maintenance <p><u>Air conditioners</u> Air conditioners(Spllt & Window AC Maintenance)</p>

Areas of work	Details on Scope of Work
	<ol style="list-style-type: none"> 1. Check & Clean Filter 2. Check Current of Compressor & record 3. Check blower motor condition 4. Check swing motor condition 5. Check Cooling effect 6. Power Connection Checking 7. Check & Clear Outdoor Coil condition 8. Check & Clean Indoor Coil 9. Drain Chocking cleaning 10. Tubes inspection and rectification 11. Condensate drain inspection 12. Checking of refrigerant (Gas pressure, Leak test) 13. Frost deposition checking and rectification 14. Fan tightness and cleaning 15. Sealing of passage/holes for indoor/outdoor machine equipment 16. Attending Leakages 17. Identification and rectification of leakages. 18. Vacummising the gas circuit and inspection of leakages. 19. Gas re-charging <p>Air conditioners(Package AC & Cassete AC Maintenance)</p> <ol style="list-style-type: none"> 1. Check & Clean Filter 2. Check Current of Compressor & record 3. Check blower motor condition 4. Check swing motor condition 5. Check Cooling effect 6. Power Connection Checking 7. Check & Clear Outdoor Coil condition 8. Check & Clean Indoor Coil 9. Drain Chocking cleaning 10. Tubes inspection and rectification 11. Condensate drain inspection 12. Checking of refrigerant (Gas pressure, Leak test) 13. Frost deposition checking and rectification 14. Fan tightness and cleaning 15. Sealing of passage/holes for indoor/outdoor machine equipment 16. Attending Leakages 17. Identification and rectification of leakages. 18. Vacummising the gas circuit and inspection of leakages.

Areas of work	Details on Scope of Work
	<p>19. Gas re-charging</p> <p>Colony Quarter</p> <ol style="list-style-type: none"> 1. Replace & Repair Fitting of Lights as per requirement 2. Replace defective wiring of the Houses if found faulty 3. Change Switches, Regulators, Holders, Sockets etc if found defective. 4. Replace Light fitting of common areas & other areas of township & offices etc 5. Replace Fues, MCB etc if found faulty 6. Replace Lights of Common Area, Colony & Dispensary Club etc

Note for Electrical/ Mechanical Maintenance:

- 1) Electrical/ Mechanical Maintenance shall be carried out at all offices / colonies
- 2) Tools and tackles for Electrical/ Mechanical Maintenance shall be provided by the Service Provider at all offices / colonies. The list of such Tools and tackles are mentioned in Appendix – D of SCC.
- 3) Preventive maintenance will be undertaken by Service Provider as per guidelines from equipment suppliers / manufacturers and as per the O&M manuals provided by the relevant equipment suppliers / manufacturers or as deemed fit by Service Provider
- 4) In case of Breakdown maintenance:
 - i. Case 1: For equipment covered under DLP or warranty - Service Provider has to coordinate with contractor for rectification of defect.
 - ii. Case 2: For equipment not covered under DLP of warranty: If the defect is not covered under DLP or warranty, Service Provider has to coordinate with OMC and AMC agencies for replacement of item. Procurement of replacement items will be done by OMC
- 5) For the purpose of Point 3) and 4) mentioned above, “Preventive Maintenance” shall mean the planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers.. “Breakdown maintenance” shall mean the maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or

material, it would be covered under defect liability period or equipment warranty period as may be applicable.

- 6) The Electrical manpower engaged against wireman / lineman should have valid ELBO licence and shall comply with any required licences.

B. Civil Maintenance

Areas of work	Details on Scope of Work
Civil Maintenance	<p>UG TANKS & WATER SUPPLY System (As per scope of work)</p> <ol style="list-style-type: none"> 1. Maintenance of submersible pumps. 2. Painting and erection of MS Ladder or replacement if required and if found theft or damaged. 3. Chemical treatment of water for purification. 4. Maintenance of manhole cover including replacement if found damaged or theft <p>SW DRAIN AND SEWAGE SYSTEM</p> <ol style="list-style-type: none"> 5. Cleaning of bed properly including removing of mud, soil etc. 6. Regular maintenance of drain covers including replacement if found damaged <p>OTHERS</p> <ol style="list-style-type: none"> 7. Repair and maintenance of sanitary fixtures, lavatories 8. Removal and replacement of damaged sanitary fixtures and lavatories if required. 9. Regular maintenance of plumbing fixtures. <p>PUMP ROOMS</p> <ol style="list-style-type: none"> 10. Regular maintenance of water pumps with all connections and attachments, damaged part should be repaired or replaced at that time immediately <p>DRINKING WATER</p> <ol style="list-style-type: none"> 11. Regular cleaning, maintenance of water cooler and purifier (RO) as per the need. Repairing work if not in working condition 12. Painting inside outside as per approved paints on railings and outer concrete face <p>PLUMBING SYSTEMS</p> <ol style="list-style-type: none"> 13. Regular maintenance and cleaning of all valves. 14. Regular maintenance for all main line, sub lines water supplies. 15. Regular maintenance for all automation system including all decoders, sensors,

Areas of work	Details on Scope of Work
	16. cables, solenoids valves. 17. 'Replacement of damaged pipes, valves, cables, decoders if found damaged or theft. BOUNDARY WALL 18. Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns. OTHERS 19. Pipeline, bush cutting beside roads, sub-stations, weighbridges, office premises, colony area etc. 20. Carpentry activities as and when required 21. Masonry activities as and when required 22. Painting activities as and when required

Note for Civil Maintenance:

- 1) Civil Maintenance shall be carried out in at all offices / colonies.
- 2) Tools and tackles for Civil maintenance including carpentry, plumbing and masonry shall be provided by the Service Provider.

Overall Note for Maintenance:

1) Manpower for Maintenance services:

- a. The Service Provider shall deploy manpower across all the offices / areas mentioned with required skill-sets to carry out the scope of work pertaining to Maintenance services. Area-wise tentative number of deployment of such manpower is provided at Appendix – E of SCC (PART – 3).
- b. OMC in its discretion may increase/decrease the manpower to render the Maintenance services throughout the period of contract.

2) Consumables/ Spares:

- a. The list of such Consumables/Spares shall be decided by a Committee of Stores, Finance and Section In-charge (of relevant area/office) every quarter and shall be procured by OMC.
- b. The Consumables/Spares shall be provided to the Service Provider.

2.2.4. Additional Support Services

- 1) OMC, if such need arises, may ask for providing additional manpower, related to support services such as attendants, drivers, data entry operators, supervisors, pharmacist, laboratory technicians, nurse, teacher and any other categories of manpower.
- 2) OMC shall separately provide payments for the same as per the provision of this contract.
- 3) For manpower to be deployed for Additional Support Services, the wages / remuneration shall be as per their respective skill category prescribed under the applicable laws or as shall be decided by OMC.
- 4) Area-wise tentative number of deployment of such manpower is provided at Appendix – E of SCC (PART – 4).

2.3. Deployment of Horticulturists, Site coordinators (FMS) and Facility Manager

- 2.3.1. The Service Provider shall deploy Horticulturists , Site coordinators (FMS) and Facility Managers at various locations mentioned in Appendix – E of SCC (PART – 5). These personnel shall possess the qualifications and skills as provided in Appendix – F (Sl. No. 1 to Sl. No. 4). The Horticulturists, Site coordinators (FMS) and Facility Manager shall be deployed only after obtaining prior approval from OMC post selection process.
- 2.3.2. The Horticulturists to be deployed shall be responsible for ensuring proper maintenance and upkeep of plantations, gardens, parks, lawns, etc. It shall provide the necessary supervision for all the workers deployed for this purpose.
- 2.3.3. Site coordinators (FMS) will attend call from the premise on all the services mentioned in the agreement and direct the complaint to concerned personnel. They shall be available on 24 x 7 basis and shall be entirely responsible to maintain uninterrupted services.
- 2.3.4. The Facility Manager shall be In-charge of overall facility management and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of the Nodal Officer, Head Office, OMC.

2.4. Obligations of Service Provider towards deployment of facility management personnel

- 2.4.1. The Service Provider shall ensure that the facility management personnel deployed are healthy. The Service Provider will get their antecedents; character and conduct of individual facility management personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to OMC failing which these individuals cannot be employed as facility management personnel. Any individual found unfit by the Nodal Officer, Head Office, OMC shall be replaced immediately (within 48 hours).

2.4.2. The full particulars of the personnel to be deployed by the Service Provider shall be furnished to the Nodal Officer of OMC for approval along with testimonials before they are actually deployed for the job. The selected Service Provider shall furnish OMC and/or the authorized officers the following documents in respect of each facility management personnel:

- a. Proof of Permanent Address
- b. Proof of Temporary / Local address.
- c. One pass-port size photograph.
- d. Photo ID card provided by the Service Provider.
- e. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
- f. Police verification certificate.
- g. Existing UAN number of each facility management personnel
- h. Certificates of training undertaken by each facility management personnel
- i. Certificate of valid medical examination certificate (IME / PME) under Mines Rules

The Service Provider shall ensure selection of right kind of personnel as per the skill / certification requirement, in consultation with OMC.

2.4.3. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of the Nodal Officer, Head Office, OMC. In case of separation of any existing facility management personnel due to resignation/ termination/ death or any other reason whatsoever the same needs to be substituted as per the eligibility criteria.

2.4.4. The Service Provider shall deploy facility management personnel trained in all respects of facility management work and the Service Provider shall provide necessary documentary evidence in this regard.

2.4.5. A senior level representative of the Service Provider shall plan periodical visits to the site to review the service performance. The feedback of such visits/reviews shall be recorded for all future references. The periodicity of such review shall be finalized by OMC.

2.4.6. The Service Provider shall ensure that any replacement of the personnel, as required by OMC for any reason specified or otherwise, shall be effected promptly without any additional cost to the OMC. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior concurrence of the OMC at the Service Provider's own cost.

2.4.7. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of the OMC. The personnel shall abide by the provisions of law. Police verification is mandatory for employment.

2.4.8. Under no circumstances the dependent, family members of existing OMC employees/ Ex-employees shall be deployed as facility management personnel in same station where the employees of OMC is working and in case any dependent/family members deployed as facility management personnel at any places, the same shall be intimated to the Nodal Officer , OMC.

2.5. **Training**

2.5.1. The required facility management personnel may be required to various training programmes in each year. For this purpose, the Service Provider has to take prior approval of OMC for facility management personnel to whom training is to be provided.

2.5.2. Copy of the details of trainings undertaken by the facility management personnel as well as relevant certificates must be submitted to the Nodal Officer, Head Office, OMC for inspection and verification

2.5.3. OMC shall reimburse Annual Training allowance of INR 500 per facility management personnel undertaking training per year. The amount shall be paid at the end of each contractual year subject to furnishing of required documentary evidences by the Service Provider and certification from Nodal Officer, Head Office, OMC regarding satisfactory conduct.

2.5.4. The Service Provider shall separately ensure that all manpower deployed are trained under the provisions of mines vocational training rules. The Annual Training allowance mentioned in Clause 2.5.3 shall not be applicable for this.

2.6. **Accommodation:**

The Service Provider shall take care of the accommodation of facility management personnel that would be deployed across various location at its own cost and expense. OMC may provide accommodation depending upon the availability. The rent for such accommodation shall be recovered from the invoices along with applicable GST.

2.7. **Medical:**

2.7.1. Medical facilities

The Service Provider has to provide all medical facilities to their employees at its own cost and expense. If they are treated and supplied medicines at OMC's dispensary, the cost of the medicines so supplied shall be recovered from the invoices along with applicable GST.

2.7.2. Medical Examination:

The Service Provider at his cost shall arrange for initial and periodical medical examination of his employees as well as other special tests from time to time as per Mines Rule'1955 and subsequent DGMS guidelines. However, in case the Service

Provider does not do the same, OMC Ltd may do the same on behalf of the Service Provider and the entire cost so borne shall be deducted from the payables of the Service Provider.

However, the Service Provider must immediately after deploying the workers get their initial / periodical examination as per the Mines Rules and subsequent DGMS guidelines at the hospital authorized by the DGMS for this purpose.

2.7.3. Epidemic/ Contagious diseases:

The Service Provider shall report immediately to OMC Ltd, every case of Epidemic/ Contagious diseases occurring in colonies occupied by his employees. Failure to do so will render the Service Provider liable to OMC Ltd for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

2.6. Other Terms and Conditions:

- 2.6.1. The number of manpower to be deployed in the tender document is indicative and will be finalized by a committee formed at OMC at the start of every quarter. OMC shall have the liberty to increase/decrease the number of personnel. Service Provider will have to deploy the personnel as decided by OMC within one month of notice. Such increase/decrease of manpower for any facility management shall only be done after receiving intimation / confirmation from Nodal Officer, HO. In such case, the monthly payment will be made on a pro rata basis to the Service Provider.
- 2.6.2. The successful Service Provider shall deploy its manpower within 15 (Fifteen) days signing of Agreement.
- 2.6.3. The Service Provider shall continue the existing PF UAN No of existing facility management personnel in case they are continuing the deployment.
- 2.6.4. The personnel shall be deployed daily, and the working hours will not exceed 48 hours in a week. The selected Service Provider shall not claim any extra charges for deployment of facility management personnel on National /Public holidays (if required).
- 2.6.5. The Service Provider shall provide the following accessories to each facility management personnel on yearly basis at its own cost.

#	Item	Quantity	
1	Uniform	2 Pairs	
2	Shoes	1 Pair	
3	Identity Card	1 Piece	
4	Rain coat	1 Piece	

#	Item	Quantity	
5	Apron, Head gears, hand gloves and PPEs for relevant facility management personnel engaged for providing Canteen/ Hospitality Services	As required	

The design of uniform, shoes, identity card and Rain coat shall be approved by OMC before they are issued to the facility management personnel. OMC can instruct the Service Provider to provide different designs of uniform to different categories of facility management personnel. The Service Provider shall have to comply with the same.

The above mentioned items shall be issued in the presence of a committee as prescribed by Nodal Officer, Head Office, OMC. The items shall be issued in the first month of each Contractual Year.

OMC shall separately reimburse outfit allowances to the Service Provider subject to the following ceilings:

- a. INR 6,000 per personnel per annum – inclusive of GST

The reimbursement shall be on the basis of the actual items issued to the number of facility management personnel provided in the deployment plan (Refer Appendix-E of Special Conditions of Contract) subject to above mentioned ceiling. The Service Provider shall provide necessary supporting documents to claim the above reimbursement.

In case any facility management personnel is replaced by the Service Provider during any Contractual Year and OMC has already reimbursed the Outfit allowance for such facility management personnel, then OMC shall not be liable to pay the Outfit allowance again for the new facility management personnel deployed

In the event of termination of the contract in the middle of a Contractual Year, the outfit allowances reimbursed by OMC, during the relevant Contractual Year, shall be recovered from Performance Security / the invoices payable to the Service Provider.

In case OMC decides to increase the number of personnel, OMC shall pay the Outfit allowance for the additional facility management personnel deployed.

2.6.6. The following leave benefits extended to its employees shall be reimbursed by the OMC as in the Price Bid:

- a. Earned Leave: 1 day for every 20 days worked
- b. National and Festival Holidays: 7 days per year

The other statutory leaves such as Casual Leave, Sick Leave, Holiday wages, etc. shall be on the account of the Service Provider.

- 2.6.7. The Service Provider shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Service Provider shall give an Undertaking in this respect and payment can be released basing upon the Undertaking.
- 2.6.8. In case of any loss that might be caused to OMC due to lapse on the part of the facility management personnel discharging their responsibilities, such loss will be borne by the Service Provider and in this connection, the OMC shall have the right to recover the loss including by deducting appropriate amount from the invoice of facility management Service Provider to make good such loss to the OMC besides imposition of penalty. In case of frequent lapses on the part of the facility management personnel deployed by the Service Provider, OMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever
- 2.6.9. In the event of any facility management personnel being on leave (including Casual Leave & sick /absent), the Service Provider shall ensure suitable alternative arrangement to make up for such absence at this own cost. To meet such eventualities the Service Provider shall make provision for leave reserve and provide the same under intimation to OMC.
- 2.6.10. The Service Provider shall ensure that in the event of shortage of facility management personnel on duty, the work shall be executed effectively by engaging substitute personnel at its own cost and expenses.
- 2.6.11. As and when required for augmentation of facility management either on temporary/ permanent/ emergent basis, the Service Provider will provide such facility management personnel under the same terms and conditions. If the facility management personnel deployed by the Service Provider any time are found absent from duty or sleeping or found engaged in irregular activities, Unit Head /RM/Nodal Officer in case of HO shall deduct the requisite amount at the pro-rata rates from the invoice of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
- 2.6.12. The Service Provider shall arrange to maintain at the facility management desk/booth, the daily shift-wise attendance record of the facility management personnel deployed by it showing their arrival and departure time. The daily location-wise attendance shall be maintained with due certification of the concerned Office in-charge of OMC. The Service Provider shall submit to the OMC an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the Unit Head /RM/Nodal Officer in case of HO .

- 2.6.13. The facility management personnel deployed by the Service Provider shall be literate so as to be able to write their names in the attendance register and mark their arrival and departure by signing in the register.
- 2.6.14. In case of non-compliance/ non-performance of the services according to the terms of the contract, the Nodal Officer, OMC shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- 2.6.15. The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Bidder shall fully indemnify the concerned Offices of OMC against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in premises/facility.
- 2.6.16. The decision of OMC in regard to interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the Service Provider.
- 2.6.17. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 2.6.18. The Service Provider shall report occurrence of all accidents of their employees arising in the course of work and shall effect payment of compensation as per the Employee's Compensation Act (amended) – 2010 as amended from time to time with the prescribed time limit. In case of any accident, the Service Provider must immediately bring the said fact to the notice of the concerned Unit Head, RM and Nodal Officer) in writing, who shall send necessary notice to concerned authorities within 24 hours of accordingly.
- In the event of Service Provider's failure to pay/ deposit with the commissioner, the amount of compensation payable under the Employee's Compensation Act (amended) – 2010, the OMC shall have the right to set apart the relevant amount from pending invoices or other assets of the Service Provider with them for the settlement of the claim arising under the said Act as Rules at their own discretion and the Service Provider shall bear the full responsibility in this behalf, in case the Service Provider fails to report within 2 hours after occurrence of accident, then the non-reporting will be taken as violation of the present agreement by the Service Provider and OMC Ltd. reserves the right to take action as recommended under the mines statute and this will be treated as breach of agreement provision/ terms.
- 2.6.19. Manpower required for execution of the entire work including transport shall be arranged by the contractor.
- 2.6.20. The Service Provider shall obtain written permission in respect of all its staff and officer for entry and working inside the office buildings and shall maintain records in this regard. Unauthorized entry and deployment of unauthorized person without proper

permission from the authority is prohibited. Identity Cards shall be provided by the service provided to all the staff deployed for service.

- 2.6.21. The Service Provider shall maintain an Attendance Register of Personnel. The above register of personnel shall subject to check by the Housekeeping in-charge/ Unit Head /RM/Nodal Officer in case of HO .
- 2.6.22. The Service Provider shall comply with all the relevant statutory conditions and all the disputes arising out of non-compliance of relevant statutory provisions, if any, has to be dealt with by the Service Provider alone and the OMC will not be a party in such cases.
- 2.6.23. OMC shall provide storage space to the Service Provider at a suitable place inside the office campus area. The Service Provider shall ensure that all the machinery/equipment along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by the OMC. The Service Provider shall be solely responsible for the safe custody of all the machinery/equipment deployed for the purpose of facility management.
- 2.6.24. The Service Provider will maintain a register in respect of cleaning and maintenance. The daily cleaning and maintenance work executed shall be recorded in the register. The entries in the register will be signed by the authorized supervisor of the Service Provider and authorized officer from OMC. The Service Provider shall maintain cleaning register indicating consumable materials brought in and consumables issued for each cleaning session. It will also include manpower deployed and cleaning work executed for each cleaning session. Each entry of the register will be signed both by the Site coordinators (FMS) of the Service Provider and authorized officer of OMC. If any deficiency in services is observed by housekeeping in-charge/ Unit Head /RM/Nodal Officer in case of HO, he will indicate the same in the register and put up the same for imposing appropriate penalty amount for the deficiency.
- 2.6.25. The Service Provider shall ensure that proper discipline is maintained by the staff and Horticulturists /Site coordinators (FMS)/Facility Manager deputed by the Service Provider, and they shall conduct soberly at all times while functioning inside the buildings. The conduct, safety and security of the staff and officials shall be the sole responsibility of the Service Provider.
- 2.6.26. The facility management personnel deployed should not squatter in the open verandah/lawns during leisure hours. Dignity and discipline of OMC should be maintained always.
- 2.6.27. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the OMC at the risk and cost of the Service Provider through alternate

Service Provider and differential cost, if any, incurred by OMC in the processes shall be recovered from the Service Provider from the bill of the same month.

- 2.6.28. If there is any damage to the OMC property or any other financial burden on the OMC because of willful or negligent action by the Firm or its personnel, the OMC shall be entitled to recover the same by means of compensation from the Service Provider.
- 2.6.29. The Service Provider shall provide First Aid facilities at the workplace.
- 2.6.30. The Service Provider, its facility manager, its Site coordinators (FMS), its Horticulturists, its employees and any other acting for the purpose of the agreement shall maintain strict confidentiality of the information belong to OMC that may have come into its/their possession or knowledge in the course of the service rendered by them under this agreement. Such information shall not be diverted or disclosed to any other third party under any circumstances. The firm shall not hold it out as associated with OMC in any manner other than for the purpose of rendering the service under this agreement.
- 2.6.31. The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or subcontract any of its rights and obligations to any third party without the prior written permission from competent authority of OMC.
- 2.6.32. OMC shall not be responsible for any damage caused to the Service Provider by natural calamities like flood, earthquake, Cyclone or any other act of god, explosion, fire and riot etc.
- 2.6.33. In case of breach of agreement by the Service Provider, OMC shall have a right of lien over all the properties of the firm lying in its premises in addition to other remedies like forfeiture of Performance Security, legal action for recovery of money and OMC shall be at liberty to terminate the agreement.
- 2.6.34. The scope provided above is indicative but not exhaustive. This does not exonerate the Service Provider from any responsibility, tasks which may be required / deemed to be essential for efficient operation of the services and any tasks that may be assigned to the Service Provider by OMC from time to time.

3. Contract period

- 3.1. The selected Service Provider shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of 5 (five) years ("Contract Period") which may be extended by another 5 (five) years on year to year basis at the sole discretion of OMC, subject to annual assessment of the performance.
- 3.2. The Contract Period shall commence from the date of signing of the Agreement (the "Commencement Date").

- 3.3. OMC shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OMC will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.
- 3.4. If the selected Service Provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case the OMC Ltd. will be free to award the balance tendered work to other Service Providers at L-1/ negotiated prices.
- 3.5. At any point of time or at the end of any year, OMC can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.
- 3.6. The Contract Period may be extended for another five (5) years at the sole discretion of OMC based on annual assessment of the performance on the same terms & conditions.

4. Licensing requirements, statutory compliances and certifications

- 4.1. The Service Provider must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.
In case any other permission or Certificate is required for providing Contract Labour to the Company, the Service Provider will be required to submit the same within a month of award of the work. The Service Provider would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photo-copy of Registration with Government Labour Department and shall obtain a License under Contract Labour (R&A) Act from appropriate authorities and submit it to OMC.
- 4.2. The Service Provider shall obtain license under Food Standard and Safety from the concerned authorities (FSSAI).
- 4.3. The Service Provider shall deploy personnel having valid supervisor/ workman's license from ELBO, Govt. of Odisha performing electrical maintenance work.

5. Statutory and Legal requirements

5.1. **Manpower deployment:**

- 5.1.1. 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.
- 5.1.2. 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.

5.2. **Statutory Laws**

- 5.2.1. 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.
- 5.2.2. 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.
- 5.2.3. 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
- 5.2.4. 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.

- 5.2.5. 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.
- 5.2.6. There will be no relationship of Employer – Employee between the OMC and manpower 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.
- 5.2.7. The Service Provider shall make his own standing orders for the employees engaged by him & get the same approved through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.

5.3. Payment against Gratuity Act, 1972 / Bonus Act, 1965 and amendments thereof

- 5.3.1. 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.
- 5.3.2. 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.

6. Payment terms:

- 6.1. The Service Provider shall be provided the following payments
- i. Payments against deployment of facility management personnel
 - a. For Housekeeping Services - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed as per Clause 6.2 of SCC, etc. along with the Service charge for “**Housekeeping Services**”
 - b. For Canteen / Hospitality Services - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed as per Clause 6.2 of SCC etc. along with the Service charge for “**Canteen/ Hospitality Services**”
 - c. For Maintenance Services - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed as per

Clause 6.2 of SCC etc. along with the Service charge for “**Maintenance Services**”

- d. For Additional Support Services - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed as per Clause 6.2 of SCC etc. along with the Service charge for “**Additional Support Services**”
- e. For Horticulturists, Site coordinators (FMS) and Facility Manager - based on the actual number of personnel deployed for this purpose, attendance, consolidated salaries mentioned in Clause 6.2 of SCC, etc. along with the Service charge for “**Housekeeping Services**”
- ii. Reimbursement of Minimum Bonus @8.33% and Gratuity of all the eligible employees those have been deployed by the Service Provider. The Service Provider shall pay such Bonus/Gratuity as applicable to its eligible employees. However, Bonus @ 8.33% and Gratuity as applicable shall be reimbursed by OMC on submission of supporting documents for the period pertaining to Bonus year / Contract of the Service Provider with OMC.
- iii. Payments against deployment of equipment/ machinery – based on the Quoted/Negotiated Machine monthly hiring charges, records in logbook, etc. Pro-rata Machine hiring charges shall also be paid depending upon the deployment of the equipment/ machinery as per logbook.
- iv. Reimbursement of Outfit allowance - in accordance to Clause 2.6.5 of Special Conditions of Contract
- v. Reimbursement of Annual Training allowance - in accordance to Clause 2.5 of Special Conditions of Contract

No Service charge shall be applicable on reimbursements mentioned in Sub-Clause (ii), (iv) and (v) above.

6.2. The Service Provider shall be paid for each category of personnel at the following rates plus applicable Service charge (either Service charge for “Housekeeping Services” or Service charge for “Canteen/ Hospitality Services” or Service charge for “Maintenance Services” or Service charge for “Additional Support Services”)

# (a)	Description (b)	Unskilled (Rs.) (c)	Semi – skilled (Rs.) (d)	Skilled (Rs.) (e)	Highly - Skilled (Rs.) (f)	Horticulturists (Rs.) (g)	Site coordinators (FMS) (Rs.) (h)	Facility Manager (Rs.) (i)	Grand Total (in Rs.) (j)
1	Basic Wages per day	350	437	523	610				
2	VDA per day	77	97	116	135				
3	Total per day (Basic + VDA)	427	534	639	745				
4	EPF, EDLI & Admn. Charges @ 13.00 of SL No. 3 above or as stipulated by Govt. of India from time to time.	55.51	69.42	83.07	96.85				
5	ESI wherever applicable @ 3.25% of SL No. 3 above.	13.88	17.36	20.77	24.21				
6	Leave/Holidays Salary @ 6.03 % of SL No-3 above, if applicable.	25.75	32.20	38.53	44.92				
7	Total cost/ head/ day	522.14	652.98	781.37	910.98				
8	Total cost/ head per month (26 days)	13,575.64	16,977.48	20,315.62	23,685.48	45,000 (consolidated)	45,000 (consolidated)	1,00,000 (consolidated)	
9	Total Facility Management Manpower Cost	13,575.64 x --- nos. of personnel	16,977.48 x --- nos. of personnel	20,315.62 x --- nos. of personnel	23,685.48 x --- nos. of personnel	45,000 x --- nos. of Horticulturists	45,000 x --- nos. of Site coordinators (FMS)	1,00,000 x --- no. of facility manager	i = (c+ d+ e+ f + g + h) of Col.11

Note:

- i. Retention amount @ 6.03% of basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Leave/ Holiday wages.
(However, this shall be released after meeting the concerned liability/loss, if any, and submission of proper documentary evidence at concerned RO/HO level)
- ii. Basic wages indicated above are as per rates effective w.e.f. 01.10.2020
- iii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iv. The strength of facility management personnel may vary (i.e. increase/decrease) and subject to review once in every quarter.
- v. Applicable Income Tax and GST shall be deducted at source.
- vi. OMC shall pay consolidated monthly payments. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.
- vii. For manpower to be deployed for Additional Support Services, the wages / remuneration shall be as per their respective skill category prescribed under the applicable laws or as shall be decided by OMC.
- viii. Also, for any other personnel that may be engaged, as mentioned in Clause 2.1.3 of SCC, the wages / remuneration and applicable service charge shall be fixed by OMC.

- 6.3. The Service Provider shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice. However, ESI contribution may be applicable if the workplace/ Mines is covered / notified under ESI. If ESI is not applicable in the particular Mines, Insurance coverage under work Men/ Employee Compensation Act shall be ensured.
- 6.4. The salary of all employees deployed at various locations shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to OMC. No cash payment is allowed.
- 6.5. The Service Provider will keep OMC indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 6.6. The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 6.7. The Service Provider shall ensure that the facility management services are rendered uninterruptedly. The same shall not be affected by any kind of strike, rally, bandh or dharana or protest staged by any stakeholder during the contract period.
- 6.8. The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the Service Provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of facility management personnel. The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the facility management personnel & drivers have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 6.9. The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof which may arise.

- 6.10. Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. shall be to the account of OMC Limited.
- 6.11. In addition to the above, GST as applicable will be paid to the Service Provider on gross monthly invoice amount subject to submission of required proof as per rule. The Service Provider shall raise the invoice as per GST Act and Rules
- 6.12. The Service Provider will submit the invoice in duplicate to the concerned Regional Office/Mines Office/ Head Office, OMC in every month. The Service Provider shall submit invoices separately against each of the services that it has provided for the relevant month. The submission of the invoices shall be along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
- a. attendance record of the employees for the relevant month – duly certified by the concerned OMC official and concerned Unit Head as a mark of acceptance and verification
 - b. the wages sheet of the employees for the relevant month
 - c. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank
 - d. PF Deposit Challan & ECR copy of the month preceding the relevant month.
 - e. Challan and ESI Deposit (if applicable) of the month preceding the relevant month
 - f. GST deposit challan of the month preceding the relevant month
 - g. Logbook record for all housekeeping equipment / machineries / vehicle deployed
 - h. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance) of Regional Office/ Head Office
 - i. and any other statutory deductions if so, will be submitted for the preceding month with the invoice

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the facility management personnel and consolidated wages provided to Horticulturists, Facility Manager and Site coordinators (FMS).

- 6.13. Monthly payments (unit-wise) will be released at RO / HO on the certification of concerned officer in-charges / Unit Head /RM/Nodal Officer in case of HO that the Service Provider has complied with all the statutory or obligatory or both provisions/benefits of the personnel deployed by the Service Provider.

- 6.14. In case that invoices of the Service Provider are not submitted in time or submitted with improper documentations, the respective Regional Managers and Mines Managers shall intimate the same to Nodal Officer, OMC on quarterly basis. Based on this report the extension of contract shall be decided. Similarly, any legitimate dues which are not paid by the Service Provider shall be intimated to Nodal Officer , OMC by respective Regional Manager/Mines Manager.
- 6.15. Unit Head /RM/Nodal Officer in case of HO will certify that payments are made on due time and other dues are fulfilled as per contract Terms & Conditions.
- 6.16. Security Deposit (SD) @ 6.03% on Basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Leave/Holiday wages. The SD shall be released at HO after completion of the each contractual year upon release of Leave/Holiday wages in accordance to Clause 2.6.6. of SCC, to all the personnel deployed. However, this can be refunded after meeting the concerned liabilities/loss and submission of proper documentary evidence at concerned RO/HO level.
- 6.17. Before releasing the SD, the LW personnel/Unit Head / Regional Head & Nodal Officer (HO) shall bear in the mind that after payment of above dues, no such liability shall remain for the future of OMC in respect of the above work under this contract.
- 6.18. For releasing of SD in final Contractual year, the service provider shall submit a No-claim Certificate to OMC stating that the service provider shall no claim against this Contract ,other than SD and Performance Security.
- 6.19. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning OMC's work order number and the documentary evidence of such exemption is to be submitted for availing the exemption

7. Price Revision

There shall be no revision on the final % Service charge for "Housekeeping Services", % Service charge for "Canteen/ Hospitality Services", % Service charge for "Maintenance Services" and % Service charge for "Additional Support Services"

Escalation/ De-escalation only as per below clauses shall be payable:

7.1. Payments against facility management personnel:

- a. Facility Management Personnel: In the event of revision of minimum wages (Basic wages + VDA) by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India , the manpower cost as per Clause 6.2 of SCC shall be accordingly revised.

- b. Horticulturists, Site coordinators (FMS) and Facility Manager: Yearly hike of 10 (ten) percent on respective consolidated wages as mentioned in Clause 6.2 of Special Conditions of Contract

7.2. **Machine Hiring Charges:**

Escalation/ De-escalation for the Machine Hiring Charges (quoted/negotiated Machine Hiring Charges per equipment per month provided by the Service Provider and Machine Hiring Charges per equipment per month for additional equipment as per Annexure 9) shall be linked with the WPI (Wholesale Price Index) for “All commodities”. For 1st Contractual year, there shall not be any escalation/de-escalation. For subsequent Contractual years, the Machine Hiring Charges shall be escalated /de-escalated in accordance to the following:

Revised Machine Hiring Charge per equipment per month (in Rs.) = Quoted/negotiated Machine Hiring Charges per equipment per month provided by the Service Provider (in Rs.) x [WPI (B) – WPI (A)/ WPI (A)]

Where

- Revised Machine Hiring Charges per equipment per month: Machine Hiring Charges per equipment per month applicable for the relevant Contractual year
- Quoted/negotiated Machine Hiring Charges: Machine Hiring Charges per equipment per month as quoted/negotiated with the Service Provider
- WPI (B): All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of start of relevant Contractual year
- WPI (A): All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of submission of Bid

7.3. **Outfit allowance:**

Escalation/ De-escalation for the ceilings of outfit allowance (mentioned in Clause 2.6.5 of Special Conditions of Contract) shall be linked with the WPI (Wholesale Price Index) for “All commodities”. For 1st Contractual year, there shall not be any escalation/de-escalation. For subsequent Contractual years, the ceilings of outfit allowance shall be escalated /de-escalated in accordance to the following:

Revised Ceiling of Outfit allowance = Base Ceiling of Outfit allowance x [WPI (B) – WPI (A)/ WPI (A)]

Where

- Revised Ceiling of Outfit allowance: Ceiling of Outfit allowance applicable for the relevant Contractual year
- Base Ceiling of Outfit allowance: Ceiling of Outfit allowances in accordance to Clause 2.6.5 of Special Conditions of Contract
- WPI (B): All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of start of relevant Contractual year
- WPI (A): All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of submission of Bid

7.4. Annual Training Allowance

No escalation shall be applicable for this allowance.

8. Liquidated damages/Penalty clause:

8.1. In case of any loss/theft

- 8.1.1. In case of any loss/theft, concerned officer of OMC will consider the circumstances leading to the loss/theft and submit a report to the Nodal Officer, OMC and for fixing responsibility and if the responsibility is fixed upon the Service Provider, the Service Provider shall make good the loss within the period specified by OMC or else deduction of the cost shall be made from the following month's invoice.

8.2. In case of downtime more than 3 days in a month for machinery/equipment provided by Service Provider

- 8.2.1. The agency is to maintain all equipment/machineries provided by it in good working condition by maintaining downtime of not more than 3 days in a month. The downtime will be calculated on monthly basis and deductions will be made for such equipment for which downtime is more than 3 days in a month. The deductions are as under:
 - a. 0 days to 3 days downtime will attract no deduction
 - b. > 3 days downtime will attract deduction as under

$$(\text{Number of days of downtime in a month}) * (\text{Monthly hiring charge of equipment}) / (\text{Number of days in a month})$$

8.3. Liquidated Damages / Penalty Clause in case of lapses in duty and breach of contract

- 8.3.1. For any breach of contract, the head of the concerned region on behalf of the OMC, shall be entitled to impose a penalty to the extent of INR 10,000/- on the first instance upon the Service Provider in the event of breach, violation or contravention of any of the terms and conditions contained herein after bringing it to the notice of the Nodal Officer, OMC and obtaining his approval.

8.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. However, the Service Provider can appeal for waiver of penalty to MD/Chairman, OMC who is the final authority for taking decision in this respect. The decision of the Odisha Mining Corporation Ltd. in this regard shall be final and binding upon the Service Provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.

- a. If the cleaning schedule for inside buildings, outside buildings, garden/park maintenance, waste disposal and pest control is not adhered to
- b. If canteen services at all offices and hospitality services at guest houses and transit houses are not provided satisfactorily on a daily basis
- c. If the schedules for preventive maintenance for electrical equipment and civil maintenance is not adhered to
- d. If the personnel are not found in proper uniform and displaying Photo Identity Card/ nameplate.
- e. If the personnel are found indulging in smoking/drinking/sleeping during duty hours
- f. The selected Service Provider is supposed to provide housekeeping personnel. If the selected Service Provider is not able to provide the required number quantity and quality of personnel, a penalty for shortage of attendance will be imposed
- g. If the behavior of the personnel is found to be discourteous/disrespectful
- h. If any personnel performing duty submits a fake name and address
- i. If any personnel is found on duty other than those mentioned in the approved list supplied by the Service Provider
- j. If any personnel is found indulging in unlawful activities

Moreover, penalty shall be imposed on the Service Provider in case of the below deviations:

- a. ESI and EPF contribution not being deposited regularly by Service Provider to statutory authorities
- b. EPF amount deducted from wages of facility management personnel and deposited less in the account of facility management personnel by Service Provider
- c. Wages are not paid in time to the facility management personnel
- d. Salary Slip not issued to the facility management personnel deployed by the Service Provider
- e. Payment to facility management are made in Cash or by Cheque

8.3.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum

limit of deduction is reached, OMC at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination

8.4. In the event of delay in manpower deployment

8.4.1. In the event that required manpower (or part thereof) is not deployed within the timeframe of 4 weeks duration from the date of intimation, the OMC, at its discretion can terminate the contract, alongside forfeiture of the Service Provider's Performance Security.

8.4.2. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by OMC

9. Taxes & Duties

9.1. 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 Bills.
 - 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.

9.2. 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.

10. Compliances to policies and standards adopted or to be adopted by OMC

10.1. 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 - A: Schedule for Housekeeping Services

A. Cleaning and Sweeping (Buildings)

#	Activity	Method	Frequency
A	INSIDE BUILDINGS		
1	Rooms/Chambers/Labs cleaning	Sweeping and Mopping with Phenyl	Once daily in morning
		Sweeping	Once in afternoon
2	Corridor floor cleaning (after morning)	Dry & Wet moping/Vacuuming if required (fully mechanized)	In two hourly bases
3	Corridor floor cleaning	Scrubbing and drying with Auto Scrubber	Once in a week
4	Staircase Cleaning	Sweeping and Mopping with phenyl	Once daily
5	Door & door handles cleaning	Wet & Dry wiping	Once daily
6	Drinking water area	Wet & Dry wiping	Once daily
7	Lift door cleaning from outside	Wet & Dry wiping	Once daily
8	Garbage collection and disposal	Manual	Once daily
9	Glass and glass partition cleaning	Wet & Dry wiping	Once daily
10	Fire Extinguishers/hydrants and hose reels cleaning	Wet & Dry wiping	Once daily
11	Any type of furniture	Dusting	Once daily
12	Glasses /Nameplates	Wet & Dry wiping	Weekly
13	Telephone/Computers	Dusting/Vacuuming/Cleaning	Weekly
14	Cobwebs & doormats	Removal of cobwebs and removal of doormats	Weekly
15	Electric Switches	Dry cleaning	Weekly
16	Terrace Cleaning	Wet & Dry Cleaning	Monthly

#	Activity	Method	Frequency
17	Waste material cleaning	Manual	Daily
B	OUTSIDE BUILDINGS		
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights		Once per month
2	Paved corridors cleaning	Sweeping High pressure washing	2 times a day Once in a week
3	Outside glass cleaning	Wet & dry wiping	Once in a week
4	Outside walls	High pressure washing	Once in a week
5	Parking area & Internal road cleaning (cycle/ Motorcycle/car)	Mechanized and manual sweeping	Once a day
6	All other roads	Mechanized and manual sweeping	Once a day
7	All the sewerage lines and drains	Sweeping + sprayed with Bleaching powder	Once in every week

B. Cleaning and Sweeping (Attached and General Toilets)

#	Activity	Method	Frequency
1	Toilet cleaning with toilet cleaning Agents (deodorant phenyl/ washing powder/ acid with placement of naphthalene balls)	Sweeping and mopping	Every 2 hours and as & when required
2	Floor cleaning	Scrubbing & drying	Once a day
3	Side wall cleaning	Scrubbing & drying	Once a day
4	Doors & door handle cleaning	Wet & dry wiping	Once a day
5	Wash basin and surrounding area Cleaning	Wiping	Two times a day
6	External tap cleaning	Dry wiping	Two times a day
7	Mirror cleaning	Damp wiping	Two times a day

#	Activity	Method	Frequency
8	Commodes cleaning	Wiping	Every 2 hours
9	Urinals cleaning	Wet/Dry cleaning	On Hourly basis
10	Dustbin clearance & cleaning	Collection and wiping	Every 4 hours
11	Hand drier machine cleaning if any	Wiping	Every 4 hours
12	Exhaust Fan cleaning	Wiping	Weekly
13	Tube light or any other light cleaning	Dry wiping	Weekly
14	Electric Board and Switches cleaning	Dry dusting	Weekly
15	Spray of Air Freshener	Manual	Once daily
16	Hand wash on basins		As per requirement

C. Garbage collection & Disposal, Pest control

#	Activity	Frequency
1	Pest control spray shall be made in all the office rooms, record rooms & stores.	Once in a month
2	Disposal of all wastage to be tied up with BMC's collection and transportation system and not left here and there within and around Office, dispensary and transit house premises.	Once daily

D. Garden & Park maintenance

#	Activity	Frequency
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily
3	Manual watering	Whenever Required

#	Activity	Frequency
4	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)
6	Dusting of each and every benches and dust bin	3 Times / Day
7	Wiping the chairs	1 Time / Day
8	Cleaning, Repairing work for benches & dust bin.	On alternate days

Appendix – B: Machineries to be deployed across locations

PART -1: Housekeeping equipment

#	Location	Number of Commercial Vacuum Cleaners	Lawn Mower	Motorized Grass cutter	Vehicle for garbage collection and disposal
1	HO Building	3	1	1	1
2	HO Colony	1	-		
3	Shipment office, Paradip	1	-	1	1
4	Chrome Zone (including MO JK Road, South Kaliapani, Sukrangi, Kalarangi, Kathapal, COBP Chiguria)	7	2	3	2
5	RO Daitari	2	1	1	1
6	RO Angul	1	-		-
7	RO Barbil	2	1	1	1
8	MO, SGBK, Guruda/Mahaparnat	2	-	1	1
9	MO, BPJ	1	-	1	1
10	MO, Tiringpahar / Khandabandh	2	-	1	
11	MO, Serenda/JB	2	-	1	Once a week
12	MO Dubuna	1	-	1	Once in 15days
13	RO, GIOM	2	1	1	1
14	RO, Raygada (incl. Bhawanipatna)	1	-	1	-
15	MO, Kodingamali (incl. Lakmipur, Civil)	1	-	1	1
16	RO, Koira	2	-	1	-
17	MO, Kurmitar	1	-	1	1
18	RO, Bangur	2	-	1	1
19	MO Khondalite	-	-	-	-

PART -2: Tea/Coffee Vending Machines

#	Location	Number of Vending machine
1	HO Building	4
2	HO Colony	-
3	Shipment office, Paradip	-
4	Chrome Zone (including MO JK Road, South Kaliapani, Sukrangi, Kalarangi, Kathapal, COBP Chiguria)	4
5	RO Daitari	2
6	RO Angul	
7	RO Barbil	1
8	MO, SGBK, Guruda/Mahaparnbat	-
9	MO, BPJ	-
10	MO, Tiringpahar / Khandabandh	-
11	MO, Serenda/JB	-
12	MO Dubuna	-
13	RO, GIOM	2
14	RO, Rayagada (incl. Bhawanipatna)	1
15	MO, Kodingamali (incl. Lakmipur, Civil)	1
16	RO, Koira	1
17	MO, Kurmitar	1
18	RO, Bangur	1
19	MO Khondalite	-

PART -3: Minimum Specifications and Make of the equipment/machine mentioned under PART-1 and PART-2

#	Name of equipment	Brand (As per list or equivalent)	Minimum Specifications
1	Vacuum Cleaner	Johnson Diversey / Eureka Forbes/IPC	Industrial – minimum 50 L
2	Lawn Mover	Mirage 2000	Petrol driven. Grass box capacity – minimum 50 L
3	Motorised grass cutter	Kass	Petrol driven. 4 Stroke, Over Head Cam Single Cylinder

#	Name of equipment	Brand (As per list or equivalent)	Minimum Specifications
4	Vehicle for garbage collections and disposal	Tata/ Mahindra	-
5	Tea/Coffee vending machine	Café Coffee Day/ Lavazza/ HUL	Service capacity (150 cups per day)

Appendix – C: Schedule for Maintenance Services (Electrical/Mechanical and Civil)

PART – 1: Electrical/Mechanical Maintenance

A) Overhead line

11 kV & 0.415 kV Transmission Line Schedule Maintenance	
I	LT Line
A	Monthly
1	Inspect Line for any damage to Pole
2	Inspect Line for any tree touching
3	Check status of Stay Wires
4	Check Line for any damage to Conductor
B	Half Yearly
1	Bush Cutting & Tree trimming
2	Change faulty Insulator
3	Stringing of sag cable properly as per clearances
B	Yearly
1	Bush Cutting & Tree trimming
2	Change faulty Insulator
3	Stringing of sag cable properly as per clearances
4	Testing of the Earthing IR value.
5	Painting the pole if required.
6	Cable change if required.
Vehicle having telescoping boom for overhead work, Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Crimping Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of Over-Head Line maintenance	

2) Substation

Substation Schedule Maintenance	
I	33 & 11 kV Substations
A	Daily

1	Taking of the reading of Incoming/Outgoing voltage/current, APFC panel reading.
2	Inspect the Transformer oil level and winding temperature.
B	Weekly
1	Taking of the reading of Incoming/Outgoing voltage/current, APFC panel reading.
2	Inspection of APFC, Relays, Battery & Battery Charger and LT Panel Healthiness, indicator status and Alarm.
C	Monthly
1	Cleaning of the panel and Tightness check of all panel control supply , if required control TB should be change.
2	Inspection of the Transformer silica gel and oil level.
3	Inspection of the outdoor type VCB ,CT&PT and all types of insulator condition.
4	Check the Space Heaters located at its control panel for proper functioning.
5	Inspect the PT,CT and to be sure that no oil leak or series accumulation of soot, dust or salt composite is present.
D	Half Yearly
1	Carryout the maintenance of operating mechanism.
2	Cleaning of insulator if any unnecessary an excessive amount of dirt has accumulated.
3	Checking and testing of the grounding system.
4	Cleaning and tightness check of all control /interlocking supply.
E	Yearly
1	Visual inspection & examination of all wiring connections.
2	Check insulator support, clean or apply HVIC if necessary.
3	Check the physical condition of bus and tightness also.
4	Check and test the grounding system.
5	Carryout the maintenance of operating mechanism.
6	Check the tightness, clean and greasing the PT ,CT,AB switch /isolator and VCB.
7	Clean insulator if necessary, an excessive amount of dirt has accumulated.,
8	Test the IR value of the Earthing.
9	Change the insulator, conductor and any accessories if required.
10	Painting the structure if required.
11	Test all closing /tripping coil, protection/measuring CT&PT IR value and its healthiness.
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Crimping Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of Substation maintenance.	

3) Transformers

Transformer Schedule Maintenance	
I	Transformers 33/11 kV, 33/0.415 kV, 11/ 0.415 kV
A	Daily
1	Checking of oil level it should be as per specified level.

2	Checking of the oil leakage any point of the transformer. If leakage is observed suitable action to be taken for attending oil leakage.
3	Checking of the oil and winding temperature.
4	Checking of the loading ampere of the transformer against rated figures.
5	Checking the abnormal sound.
B	Monthly
1	Checking of oil level in cap under silica gel breather. If it is found below the specified level, oil to be top up as per specified level.
2	Checking the breathing holes in silica gel breather & clean properly if required for proper breathing action.
3	Silica gel breather should be of blue color. If colour is pink, then replacement or heating of silica gel is required.
4	Checking of the oil level in the bucholz Relay.
C	Quarterly
1	Checking for dirt deposition on bushings and tightness of its oil filling plug & examine for any crack in porcelain discs.
2	Checking of the BDV(≥ 60 KV) and PPM(≤ 10 PPM) of transformer oil and tap changer oil.
3	Checking of step by step mechanism operation & end position limit switches in ON load/OFF load tap changer.
D	Half Yearly
1	Checking of transformer oil for acidity (≤ 0.03 mg KOH/g), sludge content, flash point. Dielectric dissipation factor(tan delta). Interfacial tension and specific resistance.
E	Yearly
1	Cleaning of all the relays, alarms and control switches along with their circuit, in relay control panel by appropriate cleaning agent.
2	Checking of pockets fit OTI & WTI on the transformer top cover and replace oil if required.
3	Checking of proper function of pressure release device.
4	Checking of insulation resistance and polarization of transformer.
5	Checking of IR value of Earthing systems.
6	Checking DGA of transformer oil annually for higher KV rating transformer and once in 2 years for lower KV transformer.
7	Checking of the proper sealing of terminal Box.
8	Checking all protections and alarm circuits by actual external initiation with relay operation.
10	Checking of painting and surface finish.
11	Checking of tightness of bolts in gasket joints.
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Criming Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of Transformer maintenance.	

4) Motors

Motors Schedule Maintenance	
I	Motors
A	Daily
1	Motor cleaning and checking of the cooling fan condition.
2	Checking of the running status and take the current taking at load, voltage.
3	Checking of the vibration of driving, non-driving end. Check the bearing and body temperature.
4	Inspection of abnormal sound from the motor.
5	Checking of the coupling status of the motor.
B	Monthly
1	Cleaning the motor terminal and check the tightness of Incoming/Outgoing cable.
2	Check the motor cooling fan condition.
C	Half Yearly
1	Motor cleaning and checking of the cooling fan condition.
2	Greasing of the motor.
D	Half Yearly
1	Motor cleaning and checking of the cooling fan condition.
2	Greasing of the motor.
3	Testing of the incoming cable IR value, motor winding IR.
4	Cleaning of the motor terminal box and sealed properly.
5	Painting of the motor if necessary.
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Criming Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of Motor maintenance.	

5) HT & LT panels

HT & LT Panels Schedule Maintenance	
I	Panels
A	Daily
1	Inspection and taking the voltage/current.
2	Checking of the abnormal sound from panel.
3	Checking of the power/control cable condition.
4	Checking of the Relay meter and indicator status.
5	Checking of the control supply ,alarm and axu contactor status.
B	Monthly
1	Cleaning the panel
2	Tightness check of control/power supply
3	Checking of the connector and TB status.
4	Placing of the rat kill cake at the panel and check the hole seal properly.

C	Half Yearly
1	Motor cleaning and checking of the cooling fan condition.
2	Greasing of the motor.
D	Yearly
1	Cleaning of the panel
2	Incomer VCB/ACB maintenance to be done, and its release test to be done by a third-party vender once in a year.
3	Bus CRM/IR test to be done by the third-party vendor once in a year.
4	Incoming /Outgoing cable tightness and IR test.
5	All protection/measuring CT, PT and control Transformer test as per the standards.
6	Panel space Heater and temperature detector should be test as per the standards.
7	Place the rat kill cake at the panel and check the hole seal properly.
8	Earthing IR test and nomenclature should be done with name plate.
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Criming Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of HT & LT Panel maintenance.	

6) Street Lights

Street Light Schedule Maintenance	
I	Street Light
A	Monthly
1	Inspection of the luminaries physical status.
2	Inspection the lighting DB physical status
3	Checking and managing of illumination standard as presecrided by DGMS using lux meter .
B	Half Yearly
1	Cleaning of the lighting DB and check its tightness of power ckt cable terminal.
2	Inspection the Earthing system and surge protector.
3	Greasing and oiling the movable parts /mechanism.
4	Checking of the Timer status and set as required.
C	Yearly
1	Checking and testing of the Earthing IR value.
2	Testing of the incoming/outgoing cable IR
3	Greasing and oiling of the movable parts /mechanism.
4	R/M of existing luminaries if required replace by the new
5	Checking of the power ckt contactor/timer/MCB healthiness if required replace the new one.
6	Checking of motor IR value and clean the terminal box. Seal motor terminal properly.

Vehicle having telescoping boom for over head work, Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Crimping Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of Over Head Line maintenance

7) DG sets

DG Set Schedule Maintenance	
I	DG Set
A	Daily
1	To coordinate with the external and internal customer to facilitate smooth functioning of the DG Sets
2	Battery check for electrolyte level.
3	Specific gravity check.
4	Oil level and temperature check.
5	Check for any Fuel Leak
6	Cooling Hose check.
7	Oil pressure check.
8	Voltage and current check in each phase
9	Engine run hour and RPM.
10	Energy Generation Meter reading & Check
11	Checking the engines for its smooth running, observing for any unusual noise and color of the smoke from the exhaust.
12	Checking general functioning of all DG Set observe noise and vibration levels.
13	Regular visual inspection of all mechanical parts
14	Lub Oil Level
15	Coolant Level
B	Quarterly or Running Hour Based as per OEM Manual
1	Check & Change Coolant
2	Check & Change all Lub Oil Filter
3	Check & Change Fuel Filter
4	Check & Tighten Fan Belt
5	Check & Change Air Filter
6	Clear air inlet and outlet restrictions and tighten all electrical connections and terminations.
7	Electrical Control Panel Check battery charging system and take corrective action, check electrical measuring instruments, indicative lamps for proper functioning, tighten power distribution wiring and connections, testing of relay and other protection and safety devices for proper working, checking for MCCB tripping mechanism, cleaning of bus bars and clampers and tightening of nuts and bolts, tighten of all electrical connections and terminations.
C	Half Yearly
1	Drain lubricating oil sump, clean sump strainers, renew lubricating oil

2	Carrying out valve tappet setting
3	End plays checking of crankshaft, accessory drive and turbo charger
4	Checking of proper functioning of various instruments, instrument panel and changing them as required.
5	Diagnosis of various faults and their rectification
6	Checking and fault finding of the electrical system associated with the engine
7	General cleaning and greasing of the alternator when required.
8	Cleaning battery terminals for sulphate formation and checking its state.
9	Maintenance of instruments, relays and connectors fitted in Gen set control Panel and changing them.
10	Checking of wiring system for its loose and dry connections.
11	Checking tightness of mounting bolts.
12	Checking rotating diode assembly of alternators.
13	Fault simulation and verification, functioning of relays, MCB/MCCB and contactors. Insulation testing of alternators once in six months
14	Replacement of lubricating oil, filters, coolant, Replacement of all hoses, belts, gaskets, safety controls, fuel pump, injectors, self-starter and charging alternator, trouble shooting, replacement of spares(all spare parts of AMF panel mcb, mccb, contactors, pushbutton, display, battery charger electronic switch, fuse), engine and alternator minor adjustment , radiator cleaning, fuel tank cleaning, panel repairing, AVM fitting job as and when required.
15	Check and reset injector pressure
16	Check and reset injector pump timing
17	Retighten cylinder head nuts
18	Adjust engine valve clearance
19	Radiator Repair for leakages etc
20	All Engineer Safety Test
21	AVR & Diode check & rectification
22	Controller for operation check & maintenance
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Criming Tools, Spanner Set (DE-,Ring & Open Type) and other required tools to deal with R/M of DG Set Maintenance	

8) Air conditioners

Split & Window AC, Package AC, Cassette Schedule Maintenance	
I	Split & Window AC Maintenance
A	Monthly
1	Check & Clean Filter
2	Check Current of Compressor & record
3	Check blower motor condition
4	Check swing motor condition

5	Check Cooling effect
6	Power Connection Checking
7	Check & Clear Outdoor Coil condition
8	Check & Clean Indoor Coil
9	Drain Chocking cleaning
10	Tubes inspection and rectification
11	Condensate drain inspection
12	Checking of refrigerant (Gas pressure, Leak test)
13	Frost deposition checking and rectification
14	Fan tightness and cleaning
15	Sealing of passage/holes for indoor/outdoor machine equipment
B	Attending Leakages
1	Identification and rectification of leakages.
2	Vacuuming the gas circuit and inspection of leakages.
3	Gas re-charging
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Cutting Tools, Spanner Set (DE-, Ring & Open Type) and other required tools to deal with R/M of AC System	

9) Split & Window AC, Package AC, Cassette

Split & Window AC, Package AC, Cassette Schedule Maintenance	
I	Package AC & Cassette AC Maintenance
A	Monthly
1	Check & Clean Filter
2	Check Current of Compressor & record
3	Check blower motor condition
4	Check swing motor condition
5	Check Cooling effect
6	Power Connection Checking
7	Check & Clear Outdoor Coil condition
8	Check & Clean Indoor Coil
9	Drain Chocking cleaning
10	Tubes inspection and rectification
11	Condensate drain inspection
12	Checking of refrigerant (Gas pressure, Leak test)
13	Frost deposition checking and rectification
14	Fan tightness and cleaning
15	Sealing of passage/holes for indoor/outdoor machine equipment
B	Attending Leakages
1	Identification and rectification of leakages.

2	Vacuuming the gas circuit and inspection of leakages.
3	Gas re-charging
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Cutting Tools, Spanner Set (DE-,Ring & Open Type) and other required tools to deal with R/M of AC System	

10) Colony Quarter

Colony Quarter, Common Areas & Clubs & Dispensary Maintenance	
A	As & When Required
1	Replace & Repair Fitting of Lights as per requirement
2	Replace defective wiring of the Houses if found faulty
3	Change Switches, Regulators, Holders, Sockets etc if found defective.
4	Replace Light fitting of common areas & other areas of township & offices etc
5	Replace Fues, MCB etc if found faulty
6	Repalce Lights of Common Area, Colony & Dispensary Club etc
Earth tester, Clamp Meter, Multimeter, Insulation Tester, Drill Machine, Box Spanner, Hydraulic Criming Tools, Spanner Set (DE-,Ring & Open Type) and other required tools to deal with R/M of Township Electricals	

PART – 2: Civil Maintenance

#	Service Level Requirement	Minimum Requirement
UG TANKS & WATER SUPPLY System (As per scope of work)		
1	Maintenance of submersible pumps.	Once /15 Days
2	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month
3	Chemical treatment of water for purification.	In Alternate Days
4	Maintenance of manhole cover including replacement if found damaged of theft	Once/15 Days
SW DRAIN AND SEWAGE SYSTEM		
1	Cleaning of bed properly including removing of mud, soil etc.	1Time /Week
2	Regular maintenance of drain covers including replacement if found damaged	1 Time / Week
OTHERS		
1	Repair and maintenance of sanitary fixtures, lavatories	On alternate days
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate

#	Service Level Requirement	Minimum Requirement
3	Regular maintenance of plumbing fixtures.	On alternate days
PUMP ROOMS		
1	Regular maintenance of water pumps with all connections and attachments, damaged part should be repaired or replaced at that time immediately	Alternate days
DRINKING WATER		
1	Regular cleaning, maintenance of water cooler and purifier (RO) as per the need. Repairing work if not in working condition	Cleaning 1 Time / Day Maintenance as per the need
2	Painting inside outside as per approved paints on railings and outer concrete face	1 Time /6 Months
PLUMBING SYSTEMS		
1	Regular maintenance and cleaning of all valves.	1 Time / week
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days
4	'Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate
BOUNDARY WALL		
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1Time /12 Months
CARPENTRY		
1	All types of repair work in residential and non-residential buildings	As and when required
MASONRY		
1	All types of Masonry repair works in residential and non-residential buildings	As and when required
PAINTING		
1	All types of painting work in residential and non-residential buildings	<ul style="list-style-type: none"> Non-residential buildings – Annually Residential Buildings – Every three years As and when required

Appendix – D: Tools & Tackles for Electrical/ Mechanical maintenance (To be deployed at all offices)

#	Name of Tools	#	Name of Tools
1	Megger (0-5000 Volts)	33	Gloves (Electrical) (HT/ LT.)
2	Multi-Meter (Digital) – Texas Instruments/Fluke	34	Grease Gun (heavy Duty)
3	Tong Tester/Clamp Meter (Digital)	35	Chisel Small & Big (heavy duty)
4	IR Infrared Thermometer	36	Safety Goggles
5	Air Blower (Hot)	37	Nose Pliers 9"
6	Punching Tools (set 3mm to 24 mm)	38	Tool Box metallic
7	Crimping Tools All Sizes	39	Parrot Wrench 10"
8	Crimping Tool for Electrical	40	Safety Helmet
9	Electric Drill M/C	41	Safety Harness
10	Torch with cells	42	Cartridge fuses puller (HT / LT.)
11	Pliers Combination	43	Measuring Tape - 5 mtrs
12	Screw Driver Set All Sizes	44	Bearing Puller
13	Line Tester	45	Box Spanner Set
14	DE-Ring Spanner Set	46	DE-Open Spanner Set
15	Bench Vice 6"	47	Digital LUX Meter
16	Hacksaw Frame	48	Ear Muffler
17	Tool Bag	49	Hammer 1/2 lbs., 1 lbs, 11/2 lbs
18	Discharge Rod 33 kV	50	Screw driver set
19	Discharge Rod 1.1 kV	51	Voltage Detector 50 Volts to 33000 Volts
20	FRP Ladder 10'	52	FRP Ladder 16'
21	FRP Ladder 22'	53	FRP Stool
22	Gum Boot	54	Rain Coat
23	Electrical Safety Shoe	55	Double Test Lamp
24	Hydrometer	56	Wire Cutter
25	Earth Tester	57	Wire Stripper
26	Resuciator	58	Fall Arrestor
27	Drill Bit Set	59	Allen Ket Set
28	Hammer Drill with Bits	60	Hole Saw Cutter
29	Pistol Drill	61	Cold Air Blower
30	Ladder – 12 and 6 ft	62	Come Along Clamp
31	Nylon Rope	63	Coir Rope
32	AC Maintenance Tools	64	Lift Maintenance Tools

Appendix – E: Tentative Details of Manpower requirement

PART – 1: Tentative Manpower required for Housekeeping Services

#	Location	Unskilled	Semi-Skilled	Skilled	Highly - Skilled	Total
1	HO Building (Sweeping & Cleaning)	12	-	1	-	13
2	HO Colony (Sweeping & Cleaning)	7	-	-	-	7
3	HO (Garden maintenance)	-	-	4	-	4
4	HO Colony (Garden maintenance)	1	-	5	-	6
5	Paradip	3	-	-	-	3
6	Chrome Zone	20	1	1	-	22
7	Daitari	20	7	1	-	28
8	Angul	2	2	-	-	4
9	Barbil	12	-	-	-	12
10	SGBK/Guruda/Mahapatra	7	-	-	-	7
11	BPJ	6	-	-	-	6
12	Tiringipahar/Khandbandh	9	-	-	-	9
13	Serenda	2	-	-	-	2
14	Dubuna	6	-	-	-	6
15	Gandhamardan	29	-	-	-	29
16	Raygada	3	-	-	-	3
17	Kodingamali	10	-	-	-	10
18	Koira	3	-	-	-	3
19	Kurmitar	4	-	-	-	4
20	Bangur	9	-	-	-	9
21	Khondalite	3	-	-	-	3
	Grand Total	168	10	12	-	190

PART – 2: Tentative Manpower required for Canteen / Hospitality Services

#	Location	Unskilled	Semi-Skilled	Skilled	Highly - Skilled	Total
1	HO Building Canteen	8	1	1	-	10
2	HO Colony (Guest House)	1	1	1	-	3
3	Paradip	-	1	-	-	1
4	Chrome Zone	12	4	3	-	19
5	Daitari	22	-	4	-	26
6	Angul	3	1	-	-	4
7	Barbil	6	-	2	-	8
8	SGBK/Guruda/Mahapatra	2	2	-	-	4
9	BPJ	-	1	-	-	1

#	Location	Unskilled	Semi-Skilled	Skilled	Highly - Skilled	Total
10	Tiringipahar/Khandbandh	-	-	1	-	1
11	Serenda	1	-	-	-	1
12	Dubuna	-	1	-	-	1
13	Gandhamardan	12	1	4	-	17
14	Raygada	1	-	1	-	2
15	Kodingamali	4	-	3	-	7
16	Koira	-	1	2	-	3
17	Kurmitar	3	-	3	-	6
18	Bangur	-	-	1	-	1
19	Khondalite	2	-	2	-	4
	Grand Total	77	14	28	-	119

PART – 3: Tentative Manpower required for Maintenance Services

#	Location	Unskilled	Semi-Skilled	Skilled	Highly - Skilled	Total
1	Head Office (Civil + Elect)	2	10	8	-	20
2	Head office Colony (Civil + Elect)	3	9	9	-	21
3	Paradip	-	-	-	-	-
4	Chrome Zone	17	2	7	-	26
5	Daitari	21	15	10	-	46
6	Angul	-	-	1	-	1
7	Barbil	-	1	-	-	1
8	SGBK/Guruda/Mahapatra	-	-	2	-	2
9	BPJ	-	-	1	-	1
10	Tiringipahar/Khandbandh	-	-	-	-	-
11	Serenda	-	-	-	-	-
12	Dubuna	-	-	-	-	-
13	Gandhamardan	6	5	3	-	14
14	Raygada	-	-	1	-	1
15	Kodingamali	1	-	1	-	2
16	Koira	1	1	1	-	3
17	Kurmitar	2	-	1	-	3
18	Bangur	-	-	4	-	4
19	Khondalite	2	1	1	-	4
	Grand Total	55	44	50	-	149

PART – 4: Tentative Manpower required for Additional Support Services

#	Location	Unskilled	Semi-Skilled	Skilled	Highly - Skilled	Total
1	Head Office,BBSR	8	58	44	3	113
2	Paradip	-	-	-	1	1
3	South Kaliapani	-	-	-	2	2
4	Kaliapani	-	-	1	9	10
5	COB Plant	-	-	-	3	3
6	Daitari	-	-	-	1	1
7	Barbil	-	-	-	2	2
8	Gandhamardan	-	-	-	3	3
9	Kodingamali	-	-	2	2	4
10	Koira	-	-	-	3	3
11	Steel & Mines	-	5	14	-	19
12	Directorate of Mines	2	1	8	-	11
	Grand Total	10	64	69	29	172

PART – 5: Deployment of Horticulturists, Site coordinators (FMS) and Facility Manager

#	Location	Horticulturists	Site coordinators (FMS)		Facility Manager at HO
			Site coordinators (FMS) (All services except maintenance)	Site coordinators (FMS) (maintenance)	
1	HO Building	1	1	1	1
2	HO Colony				
3	South Kaliapani	1	1	1	
4	RO Daitari	1	1	1	
5	RO Barbil		1	1	
6	RO, GIOM	1	1	1	
7	RO, Rayagada (incl. Bhawanipatna)		1	1	
8	RO, Koira		1	1	
9	RO, Bangur		1	1	
	Total	4	8	8	1

Appendix - F: Minimum Qualification requirement of key facility management personnel

#	Staff	Qualifications	Skills
1	Facility Manager	<ul style="list-style-type: none"> ▪ A bachelor's degree, preferably in management, public relations, hospitality/Facility management, business or communications. ▪ Five (5) years of experience in facility and/or service administration and event coordination. 	<ul style="list-style-type: none"> ▪ Proficient in the use of the latest versions of Microsoft Word, Excel, PowerPoint, Access, email and web searches ▪ Strong interpersonal skills, able to communicate and work with diverse people various level of Govt. organization.
2	Site coordinators (FMS) - All services except maintenance	<ul style="list-style-type: none"> ▪ A bachelor's diploma/ degree, preferably in management, public relations, hospitality/Facility management, business or communications. ▪ Three (3) years of experience in facility and/or service administration and event coordination. 	<ul style="list-style-type: none"> ▪ Proficient in the use of the latest versions of Microsoft Word, Excel, PowerPoint, Access, email and web searches. ▪ Strong interpersonal skills, able to communicate and work with diverse people various level of Govt. organization.
3	Site coordinators (FMS) - Maintenance)	<ul style="list-style-type: none"> ▪ Diploma (Civil/ Mech/ Elec), and good communication skills ▪ Three (3) years of relevant experience 	<ul style="list-style-type: none"> ▪ Proficient in the use of the latest versions of Microsoft Word, Excel, PowerPoint, Access, email and web searches. ▪ Strong interpersonal skills, able to communicate and work with diverse people various level of Govt. organization.
4	Horticulturists	<ul style="list-style-type: none"> ▪ A bachelor's degree in agriculture / horticulture ▪ Three (3) years of relevant experience 	

Appendix - G: Hygiene Protocol to be followed in the Canteen / Guest House / Transit House

Utensils	The Service Provider shall ensure that all utensils to be washed with vim power and rinsed with clean water after every use and wiped with a clean dry cloth before use.
Plates, tumblers, cups etc	The Service Provider shall ensure that all used plates, tumblers, spoons etc will be: <ol style="list-style-type: none"> 1. Washed in plain water 2. Scrubbed with vim powder 3. Rinsed thoroughly in clean water 4. Sterilized in hot water. 5. Wiped with a clean cloth before use.
Personnel	The Service Provider shall ensure that the following is strictly followed by all its personnel while on duty : <ol style="list-style-type: none"> a. Wash hands in suitable disinfectant solution, then with soap and rinse in clean water and wipe dry on a clean dry towel especially. <ol style="list-style-type: none"> (i) On starting work. (ii) After using toilet. (iii) After handling raw foods (iv) After breaks for eating, drinking or smoking (v) After coughing, sneezing or blowing nose. (vi) After touching hair (vii) After handling refuse or waste materials. (viii) After handling cleaning chemicals. b. Cover cuts, sores and burns with clean waterproof dressing. c. Keeping fingernails short and clean and remove all Nail Polish. Avoid jewelry and perfumes. d. Wear clean and where appropriate protective clothing. <ol style="list-style-type: none"> (i) Clean uniform comprising of headgear, gloves and aprons were necessary and shoes. Head and feet should at all times be covered in Kitchen service. (ii) Use appropriate Personal protective equipment (to be provided by the Canteen service provider) like Helmets and shoes, during spot service. (iii) No person known or suffering from or known to be a carrier of disease likely to be transmitted through food (e.g infected wounds, skin infection, sores or diaphorrea) should be allowed to work in a any food handling area.
Cooking/storing Equipment – Grinders, Dosa Plate, Gas Burners, Steam Cooking Equipments, Deep Freezer, Water Cooler,	To be appropriately cleaned after such use and always keep it in a clean and hygienic condition.

Aqua Guard/Furniture's etc	
Storage Conditions	To be of the highest standard for both perishables and non-perishables.

Appendix - H: Cleaning & Other Schedule of Guest House and Transit House

Bedroom		Bathroom	
Cleaning tasks	Frequency	Cleaning tasks	Frequency
• Clean doors, locks, chains, stops	1/D	• Damp dust bathroom doors	1/D
• Clean lights, switches	1/W	• Clean lights switches check lights	1/W
• Check lights, switches	1/D	• Switches	1/D
• Clean ceiling	1/M	• Clean ceiling	1/M
• Dust walls	1/W	• Dust walls	1/W
• Wash walls	1/6M	• Wash walls	1/6M
• Vacuum clean/mop floor tiles	1/D	• Mop floor tiles	1/D
• Buff floor tiles	1/M	• Buff floor tiles	1/M
• Polish floor tiles	1/6M	• Damp-dust mirrors	2/D
• Dust all wood work	1/D	• Polish mirrors	2/W
• Polish all woodwork	1/M	• Clean tub, grab bars	1/D
• Clean window drapes and tracks	1/M	• Clean shower head	1/M
• Clean windows	1/W	• Damp-dust shower Curtain	1/D
• Check heating/air-conditioning	1/D	• Scrub shower curtain	2/M
• Setting		• Check and clean fixtures, faucets	1/D
• Dust and check television and radio	1/D	• Clean toilet-flush handle, seat	1/D
• Damp-dust head boards	2/W	• Check and clean tissue holder	1/W
• Change spreads, bedding	2/D	• Empty and clean sani-bin	2/D
• Turn and rotate mattress	1/6M	• Dust exhaust vent	2/M
• Clean dressers, nightstand	2/W	• Replenish amenities	1/D
• Clean lamp shades, lamps bulbs	1/W		
• Check lamps, bulbs			
• Vacuum chairs, sofa	2/W		
• Empty and clean ashtrays and wastepaper baskets	1/D		
• Vacuum carpets	2/W		
• Shampoo carpets	1/6M		
• Damp-dust pictures and mirrors,	1/D		
• Polish picture and mirror glass	1/W		
• Dust closet and safe	2/W		
• Damp dust mini bar	2/W		
• Replenish contents	1/D		
• Replenish amenities	1/D		

Notes : D = day, W = week, M=month, 2M = two months, 6M = six months

GENERAL	
Other tasks	Frequency
<ul style="list-style-type: none"> Sweeping & Mopping floors at Guest House including rooms, kitchen, Common Area, Utility Area, Passages, Balconies 	----- 2/D
<ul style="list-style-type: none"> Disposal at garbage 	----- 2/D
<ul style="list-style-type: none"> Shifting of materials from one place to another 	-As & when required
<ul style="list-style-type: none"> Watering and maintenance of indoor plants 	-AS & when required
<ul style="list-style-type: none"> Cooking and serving food, snacks to the guests staying in Guest House 	As per request
<ul style="list-style-type: none"> Providing toiletries kit in all the wash rooms which shall include items like tooth paste, tooth brush, bathing soap, Odonil, Detol soap, etc. only with prior approval 	As advised by officer i/c
<ul style="list-style-type: none"> All the rooms are to be well maintained by using clean bed sheets, pillow covers, quilts and blankets 	As advised by officer i/c
<ul style="list-style-type: none"> Other related works 	As assigned by Officer I/C
Notes : D = day, W = week, M=month, 2M = two months, 6M = six months	

Appendix - I: Maintenance schedule of Children's Park / Garden

1. Establishment & Maintenance of flower beds	
Annual flowers for Every Season	Throughout the year
Summer Annual	May to Oct
Winter Annual	Nov to April
Flower beds should be in full bloom during the years.	
2. Maintenance of Flower beds	
Weeding, Inspection for insects & disease implementation of pest control and diseases control measure and Spraying for weed insects on disease	As needed basic
Trimming of hedges	As needed basic
Irrigation of plants	As needed basic
3. Potted plant (flower bearing / ornamental)	
Preparation of new potted plant (flower bearing / ornamental)	As advised by Officer I/c of OMC
Maintenance of potted plant	As needed
Colouring of pots	Twice / year
Decorative presentation of pots	As advised by Officer I/c of OMC & Horticulturist
4. Lawn maintenance	
Weeding the lawns	As advised by Officer I/c of OMC & Horticulturist
Rolling the lawns	
Mowing the lawns	
Sweeping the lawns	
Watering the lawns	
Application of fertilizers / insecticides	
Maintenance of proper mowing height	
5. Cleaning & Maintenance of Play equipment	
Regular dusting/cleaning	Once/Daily
Repairing of Broken and worn out seats	Immediate
Replacement of broken, loose or Rusted chain.	Immediate
Inspection of all equipment in the line of safety	Once before opening and after closing of park for public
Tightening of loose screw & bolt	Immediately after detection during inspection
Paint/Stain	1/Year
6. All types of masonry repair works	As & when required
7. Repair and maintenance of play equipments like swing, seesaws, ladders etc.	Immediate
8. Replace & Repair of Electrical fittings	Immediate

Maintenance Work	Frequency
9. Litter	
clean entire area/collect litter	3-5/week – March – November 2/week – December – February
Empty trash cans/replace liners	1/day – March - November 1/week – December – February
10. Park Benches	
Clean/wipe as required w/ disinfectant	1/week – March - November
Remove graffiti	Within 5 days of notification of existence
Pressure wash	2/season – March & July
Paint/stain/sand	1/year
11. Shelters/ Restrooms	
Clean (Peak Season) 1/day – March 1	1/day – March – November
Clean (Off Season)	3-5/week-December -February
Sweep/blow	1/week
Pressure wash	1/month – March – November
Remove graffiti	Within 5 days of notification of existence
12. Trees	
Prune Inspect	1/three years
Remove stumps	Within 30 days of tree removal
Inspect	1 years
13. Park/open space Turf	
Aerate	2/year
Fertilize	2/year l
Weed Control	2/year l
Mow/trim	1/week – March - November
Remove sticks/nock /debris etc	1/week year round(as needed
14. Fountains	
Clean (Remove debars, wipe)	1/month
Painting	1/Year
15. Other related works	As and when required

Annexure 2A: Proforma of the Agreement

Ref: [•]

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

BETWEEN

The 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 facility management services to its clients, and have represented to OMC through their bid(s), against NIT No. [•] dated [•] (hereinafter called the “Tender”) for Engagement of an Agency to provide Facility Management and Support Services in OMC (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 for a period of 5 (five) years on the terms and conditions set forth in this contract;

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 contract, in particular:

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

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) 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
- (d) 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
- (e) All the terms and conditions as per the NIT 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 contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha Mining Corporation

(Authorized Representative)

Name:

Designation:

Odisha Mining Corporation

OMC House, Bhubaneswar-751001

For and on behalf of M/s.

(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 NIT no. OMC/e-Proc/CMC/17/2020 dated 28.09.2020 published by the Odisha Mining Corporation Limited for Engagement of an Agency to provide Facility Management and Support Services in OMC, 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

PART A - PRICE BID FOR PROVIDING HOUSEKEEPING SERVICES AND FOR DEPLOYMENT OF HORTICULTURISTS, SITE COORDINATORS (FMS) AND FACILITY MANAGER

#	Description	% in word	% in figure
1	<p>Service charge for “Housekeeping Services” as % of the deployed Manpower Cost of the following facility management personnel</p> <ol style="list-style-type: none"> 1) Facility Management workers deployed for Housekeeping Services 2) Horticulturists 3) Site coordinators (FMS) 4) Facility manager <p>The Manpower cost shall be calculated as per Clause 6.2 of SCC</p>		

PART B - PRICE BID FOR PROVIDING CANTEEN/HOSPITALITY SERVICES

#	Description	% in word	% in figure
1	<p>Service charge for “Canteen/Hospitality Services” as % of the deployed Manpower Cost of the following facility management personnel</p> <ol style="list-style-type: none"> 1) Facility Management workers deployed for Canteen/Hospitality Services <p>The Manpower cost shall be calculated as per Clause 6.2 of SCC</p>		

PART C - PRICE BID FOR PROVIDING MAINTENANCE SERVICES

#	Description	% in word	% in figure
1	<p>Service charge (in %) for “Maintenance Services” as % of the deployed Manpower Cost of the following facility management personnel</p> <p>1) Facility Management workers deployed for Maintenance Services</p> <p>The Manpower cost shall be calculated as per Clause 6.2 of SCC</p>		

PART D - PRICE BID FOR PROVIDING ADDITIONAL SUPPORT SERVICES

#	Description	% in word	% in figure
1	<p>Service charge (in %) for “Additional Support Services” as % of the deployed Manpower Cost of the following facility management personnel</p> <p>1) Facility Management workers deployed for Additional Support Services</p> <p>The Manpower cost shall be calculated as per Clause 6.2 of SCC</p>		

PART E - PRICE BID FOR MACHINE HIRING

	Particulars	No. of equipment / machineries	Machine hiring charges in INR per machinery per month	Grand total per month
1	Machine hiring charges – Vacuum Cleaner	34		
2	Machine hiring charges-lawn mover	6		
3	Machine hiring charges-Motorized Grass cutter	18		
4	Machine hiring charges-Vehicle for garbage collection and disposal	12		
5	Machine hiring charges- Tea/Coffee vending machine	18		
	Total (PART-E)			

Note:

- A) Constituents of Service charge in Price bid:
- 1) Profit
 - 2) Benefit under Employees Compensation Act wherever applicable
 - 3) Insurance
 - 4) Administration Expenses
 - 5) Interest Cost (if any)
 - 6) Contingency
 - 7) Conveyance
 - 8) Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by OMC
 - 9) Tools and tackles (to be considered for quoting Service charge of maintenance)
 - 10) Any other that the Bidder would like to factor to deliver the Scope of work
- B) Machine hiring charges shall be inclusive of wages of operators engaged for this purpose as well as other associated statutory /obligatory liabilities and fuel and lubricants.
- C) Also Refer Clause 5.2.5 of Special Conditions of Contract

Annexure 5: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Checklist 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 Clause 8.15.1)		
2	Incorporation related documents (Ref: Clause 8.15.1)		
3	Tax related documents (Ref: Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Document Cost		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Annexure – 9		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

The 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 The 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

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

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

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and The 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 a Performance Security to OMC of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
 3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to ("Expiry Date including claim period" of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (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.....

Annexure 9: Machine hiring charge for Additional equipment

#	Name of equipment	Make/ Model (As per list or equivalent)	Hiring charge (Rs.) per equipment per month if required
1	Caddy	Johnson Diversey / Eureka Forbes/IPC	
2	Wringer Trolley	Johnson Diversey / Eureka Forbes/IPC	
3	Ride on Sweeper	Johnson Diversey / Eureka Forbes/IPC	
4	Camper vehicle	Mahindra	
5	Telescopic Handle & Telescopic Rod	Johnson Diversey / Eureka Forbes/IPC	
6	Sweeping Machine	Johnson Diversey / Eureka Forbes/IPC	
7	Guesthouse housekeeping trolleys	Johnson Diversey/ Eureka Forbes/IPC	
8	Glass cleaning Kit	Gala	
9	Manlift	Any brand HSE approved	
10	Single disc scrubber	Johnson Diversey/ Eureka Forbes/IPC	
11	Auto Scrubber	Johnson Diversey/ Eureka Forbes/IPC	
12	High Pressure – Jet Spray	Johnson Diversey/ Eureka Forbes/IPC	
13	Foam Generator	Johnson Diversey/ Eureka Forbes/IPC	
14	Automated Road Sweeping Machine	Johnson Diversey/ Eureka Forbes/IPC / Alano	
15	Arc suit for HT and LT lines	Local HSE approved	

Annexure 10: Estimated manpower cost under PART – A, PART – B, PART – C and PART – D categories of Price Bid

PART A - MANPOWER COST (FOR PROVIDING HOUSEKEEPING SERVICES AND FOR DEPLOYMENT OF HORTICULTURISTS, SITE COORDINATORS (FMS) AND FACILITY MANAGER)

CATEGORY	No. of personnel	Wages in INR per month per personnel	Grand total in INR per month
Unskilled	168	13,575.64	22,80,708
Semi-skilled	10	16,977.48	1,69,775
Skilled	12	20,315.62	2,43,787
Highly-skilled	-	23,685.48	-
Horticulturists	4	45,000	1,80,000
Site coordinators (FMS)	16	45,000	7,20,000
Facility Manager	1	100,000	1,00,000
Sub-total	211		36,94,270

PART B - MANPOWER COST (FOR PROVIDING CANTEEN/HOSPITALITY SERVICES)

CATEGORY	No. of personnel	Wages in INR per month per personnel	Grand total in INR per month
Unskilled	77	13,575.6	10,45,324
Semi-skilled	14	16,977.5	2,37,685
Skilled	28	20,315.6	5,68,837

Highly-skilled	-	23,685.5	-
Sub-total	119		18,51,846

PART C - MANPOWER COST (FOR PROVIDING MAINTENANCE SERVICES)

CATEGORY	No. of personnel	Wages in INR per month per personnel	Grand total in INR per month
Unskilled	55	13,576	7,46,660
Semi-skilled	44	16,977	7,47,009
Skilled	50	20,316	10,15,781
Highly-skilled	-	23,685	-
Sub-total	149		25,09,450

PART D - MANPOWER COST (FOR PROVIDING ADDITIONAL SUPPORT SERVICES)

CATEGORY	No. of personnel	Wages in INR per month per personnel	Grand total in INR per month
Unskilled	10	13,576	1,35,756
Semi-skilled	64	16,977	10,86,559
Skilled	69	20,316	14,01,778
Highly-skilled	29	23,685	6,86,879
Sub-total	172		33,10,972

Details of Wages in INR per month per personnel have been provided in Clause 6.2 of SCC.

Annexure 11: Indemnity Bond

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

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

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

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

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

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

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

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

(Signature with Name and Designation)

Station:

Date: Company Seal

Witness

1.....