



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

Notice Inviting Tender
for
Engagement of an agency to supply,
install and commission weighbridges
and provide AMC services
(through e-tendering)

NIT No: OMC/e-Proc/CMC/19/2020,Dtd:5.10.2020

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E-procurement notice

NIT No: OMC/e-Proc/CMC/19/2020, Dtd:5.10.2020 dated

1	Name of work	Engagement of an agency to supply, install and commission weighbridges and provide AMC services (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 6.10.2020; Time: 5 PM.
3	Last date for sending queries to OMC	Date: 20.10.2020; Time: 5 PM; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 28.10.2020; Time: 11AM]; Venue: THROUGH VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 03.11.2020
6	Bid Due Date	Date: 13.11.2020; Time: 3PM
7	Opening of Techno-Commercial Bid	Date: 13.11.2020; Time: 5 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Document Cost (non-refundable) including GST	Amount: INR 11,800 including GST @18% (Rupees Eleven Thousand Eight Hundred only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
10	Earnest Money Deposit (EMD)	Amount: INR 4,80,000 (Rupees Four Lakh Eighty Thousand 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

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 6.10.2020
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 6.10.2020; Time: 5 PM
3	Last date for sending queries to OMC	Date: 20.10.2020; Time: 5 PM; queries may be sent by email to cmc@odishamining.in
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7	Opening of Techno-Commercial Bid	Date: 13.11.2020; Time: 5PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Engagement of an agency to supply, install and commission weighbridges and provide AMC services
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 4,80,000/- (Rupees Four Lakh Eighty Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of "Performance Security - Year 1"	Amount shall be 10% of the awarded value excluding GST The amount of "Performance Security - Year 1" shall be calculated by rounding up to the nearest hundred rupees. Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: A.K.Padhi /P.K.Panigrahi Phone No.: 9438186660/9437389487.
9	e-Mail address for submitting Pre-Bid queries	cmc@odishamining.in
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/19/2020 dated 05.10.2020

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.: 9438186660/9437389487
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 Quantities
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FOR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	The Odisha Mining Corporation
PAN	Permanent Account Number
PO	Purchase Order
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
WB	Weighbridge

5. Definitions and Interpretations

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

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this 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 “LoA - Year 1” means the written official intimation by OMC notifying the Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

- 5.13 “Notice Inviting Tender” or “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/19/2020 dated 5.10.2020 for Engagement of an agency to supply, install and commission weighbridges and provide AMC services 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 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Revised Price Bid” shall have the meaning given to it in Clause 8.20.2;
- 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/or in General Clauses Act, 1897.

6. Scope of Supply

6.1 The selected Bidder shall have to supply to OMC the following goods in the below mentioned timeframe:

Sl. No	Name of goods	Estimated total requirement with units	Supply Period	Delivery period for each good	AMC period for each good	Delivery location
1	80 MT Electronic Lorry Weighbridges	37	<ul style="list-style-type: none">• Initial Supply Period: 5 (Five) years from Agreement signing• Extendable up to another 5 (Five) years, renewable annually on satisfactory performance	As mentioned in LoA (at least 4 (four) months from the date of issue of LoA	7 years post completion of 1-year warranty period	Different mines of OMC, based in the state of Odisha

The scope of supply also includes installation and commissioning of the goods.

6.2 The detailed technical specifications of the goods to be supplied and the scope of supply, along with the inspection requirements, requirements of special tests and test certificates (if any) and requirements of statutory and compliance related approvals are given in Special Conditions of Contract as enclosed in Annexure 2.

6.3 The “General Conditions of Contract (Goods)” as enclosed in the tender at Annexure 1 shall form an integral part of the 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:

Sl. No.	Criteria	Required Documents
7.1	Technical Criteria:	
7.1.1	The Bidder must be a manufacturer of electronic type lorry weighbridge	Manufacturing license from Legal Metrology department in the name of manufacturer/bidder and Model approval Certificate from Government of India
7.1.2	The bidder should have supplied and installed at least 10 nos. of electronic weighbridges of 80 MT or higher capacity during last 5 (five) financial years (Applicable Financial Years – FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20)	<ul style="list-style-type: none"> • Relevant purchase orders containing the value of the goods supplied and installed; and • Completion certificate from their customer(s), regarding successful supply and installation of the weighbridges
7.1.3	<p>A) The Bidder may directly undertake service after sales. The service center of the manufacturer must be available in the state of Odisha;</p> <p>OR</p> <p>B) The Bidder may authorize its Dealer/Service Provider for undertaking repair/maintenance work of the supplied weighbridges. The office of such Dealer/Service Provider must be in the state of Odisha</p>	<p>Case A: Bidder shall submit the copy of relevant License from the Legal Metrology Department, Government of Odisha</p> <p>OR</p> <p>Case B: Bidder shall submit copy of the license obtained from the Legal Metrology Department of the state of Odisha in the name of the dealer/service provider for undertaking service /maintenance work of weighbridges</p>
7.2	Financial Criteria: Average annual financial turnover of the Bidder during the last three years ending 31st March of the previous financial year should be at least INR 15 crore	<ul style="list-style-type: none"> • Copies of audited financial statements <p>In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit provisional financial</p>

Sl. No.	Criteria	Required Documents
	(Applicable Financial Years – FY 2017-18, FY 2018-19 and FY 2019-20)	statements, certified by its statutory auditor statng that the audit for the last fnancial year has not yet been completed.
7.3	Other Criteria	
7.3.1	The Bidder can be either a registered partnership firm or a Company (Private or Public) or a Limited Liability Partnership (“LLP”) firm. Bidding in the form of a consortium is not allowed	a) Company (Private or Public) <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Copy of Memorandum of Association • Articles of Association b) Limited Liability Partnership (“LLP”) firm <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Copy of Deed of Partnership c) Registered partnership firm <ul style="list-style-type: none"> • Copy of Registration certificate • Copy of Deed of Partnership
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	<ul style="list-style-type: none"> ▪ Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Document Cost, EMD amount and Power of Attorney	<ul style="list-style-type: none"> ▪ As per the provisions of the NIT

Note

- a. The value of the orders to be considered shall be exclusive of GST.

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 shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.

The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT 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 and eligible Bidder. No conditional bid shall be allowed / accepted.

- 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)**. 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 shall 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.
- 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 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.
- 8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the “Performance Security – Year 1”.
- 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 - Year 1” or “Agreement – Year 1” within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the “Performance Security – Year 1” 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 or the revised Price Bid, as the case may be;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

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

8.9 Issue of clarifications: Bidders may also send their queries by email to 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, 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 by amending 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;
 - ii) received all relevant information requested from OMC;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of supply of goods and installation and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for supplying of the required goods in accordance with the tender documents and performance of all of its obligations thereunder;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information 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. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the issue of Purchase Order / 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 Clause 7)
 - ii) Techno-Commercial Bid checklist as per Annexure 6
 - iii) Bank details as per Annexure 7

- iv) Bill of material per Annexure 9 - The complete bill of material of the weigh bridge system indicating detail specifications, make, quantity etc. without the price column shall be submitted.
- v) Price quotes for Deployment of Trained Weigh bridge technician and Spare parts (excluding GST) as per Annexure 10

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in Indian Rupees (INR) only. The Price Bid shall contain both the total price as well the unit price as per the Price Bid format in Annexure 4 and in case of any discrepancy between the two, the latter shall prevail. The Price Bid should be quoted inclusive of all levies and taxes, viz. Goods and Services Tax (GST) and any other applicable taxes and duties.

The Bidder shall quote the total composite price and the prices needs to be individually indicated against each item as per the Price Bid format for 1 (one) weighbridge. The price shall remain same for every site (as mentioned in Clause 2.1 of Special Conditions of Contract). The details of the GST break up are to be indicated clearly against each item in Price Bid. The GST breakup of the equipment and services are mandatory without which the bid shall be liable for rejection.

The L1 bidder shall be derived taking in to account the Grand total Project cost of weigh bridges by adding / calculating the cost of weighbridge, accessories, infrastructure and the AMC charges for a period of 7 (seven) years. The amount obtained by the above calculation shall be known as the Grand total Project cost.

8.15.3 Additionally, the Bidders shall also quote prices for the following:

- 1) Engagement of Trained Weigh Bridge Technician at the sites
- 2) Spare parts of Weighbridges

The prices shall be provided in the format mentioned in Annexure 10

It may be noted that the above prices shall not be considered in the evaluation of Preferred bidder.

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

8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time, 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.
- 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.
- 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 60 (sixty) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	Experience of the firm	45		
1A	Number of weighbridges of capacity 80MT or higher, supplied and installed in last 5 Financial Years	30	<ul style="list-style-type: none"> 10 weighbridges= 20 marks Additional 1 mark for additional 1 WB subject to a maximum of 10 additional marks 	<ul style="list-style-type: none"> Relevant contract and completion certificate issued by the client
1B	Number of years of experience in the area of providing installation and maintenance of WBs	15	<ul style="list-style-type: none"> 7 years experience = 10 marks Additional 1 mark for 1 additional year subject to maximum of 5 additional marks 	<ul style="list-style-type: none"> Relevant contract and completion certificate issued by the client
2	Others	55		
2A	Average annual financial turnover in last 3 FYs	30	<ul style="list-style-type: none"> INR 15 crore turnover = 20 marks Additional 1 mark for each additional 5 crore of turnover subject to a maximum of 10 additional marks 	<ul style="list-style-type: none"> Copies of audited financial statements In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit provisional financial statements, certified by its statutory auditor stating that the audit for the last financial year has not yet been completed.
2B	Bidder must submit valid and effective Quality Assurances Certificate	15	<ul style="list-style-type: none"> ISO 9001 = 15 Marks 	<ul style="list-style-type: none"> Copy of the certificate to be attached
2C	Bidder should have Service Center in Odisha in the name of manufacturer; OR should have an office in Odisha	10	<ul style="list-style-type: none"> Yes = 10 marks 	<ul style="list-style-type: none"> Relevant License from the Legal Metrology Department, Government of Odisha; OR

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
				<ul style="list-style-type: none"> Relevant GST registration document (REG-06)
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; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.21 Preferred Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the “LoA - Year 1”. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the “LoA - Year 1”. Also OMC reserves the right to negotiate the prices quoted by the Preferred Bidder in Annexure 10. The “LoA - Year 1” shall contain the weighbridge requirement of OMC of Year 1 (along with other specific parameters such as delivery locations, etc.) as mentioned in Clause 2.1 of Special Conditions of Contract. The Preferred Bidder shall have to acknowledge and accept the “LoA - Year 1” by returning its signed copy within a period of 7 (seven) days of issue thereof, along with submission of the “Performance Security – Year 1”, failing which the issued “LoA - Year 1” 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) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh “LoA - Year 1” to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 Tie-Bidders: In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids, the Bidder having higher technical score shall be considered as the Preferred Bidder.

8.22 Signing of “Agreement-Year 1”: Within 7 (seven) days of receipt of the signed copy of the “LoA - Year 1”, along with the “Performance Security – Year 1”, the Agreement shall be signed by the Preferred Bidder, failing which the “Performance Security – Year 1” shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified bidder(s) who has submitted the next lowest Price Bid (or the revised Price Bid, as the case may be) and ask such bidder(s) to match the L1 price and on acceptance of the same, issue a fresh “LoA – Year 1” to such bidder and proceed with such bidder in terms of Clause 8.21. Post signing of the “Agreement-Year 1”, OMC shall issue subsequent LoAs (“LoA – Year 2”, “LoA – Year 3”, etc.) and sign subsequent Agreements (“Agreement – Year 2”, “Agreement – Year 3”, etc.) to the Successful Bidder in accordance to the provisions of the NIT.

- 8.23 “Performance Security - Year 1”: The amount of the “Performance Security – Year 1” is indicated in the Data Sheet. The Preferred Bidder shall submit the “Performance Security - Year 1” upon issue of “LoA – Year 1” within a period of 7 (seven) days. The “Performance Security – Year 1” shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha.

The “Performance Security – Year 1” shall be valid for the 3 (three) months beyond the entire AMC period. In case there are multiple scheduled dates of completion of supply, installation and commissioning of the weighbridges have been provided in the “LoA – Year 1”, then the validity period shall be computed from the last such date scheduled date of completion of supply, installation and commissioning, mentioned in the “LoA – Year 1”. OMC’s claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Contract, whichever is later.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMC will only facilitate their visit.
- 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. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted on line on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of Purchase Order/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price 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) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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

- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format (or any other format, format, password protected) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the

instructions given, the bid shall be summarily rejected by OMC without any further reference to the Bidder.

- 10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format format, password protected) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of GST etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for 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 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender 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 dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified

period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.1.
- 10.13 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the “LoA – Year 1” in terms of Clause 8.21. The “LoA – Year 1” shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the “Agreement – Year 1” shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract (Goods)

1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Seller under the PO / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Country of origin": For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied;
- 1.3. "Drawing" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the PO / Agreement together with modifications and/or revisions thereto;
- 1.4. "Inspector" shall mean any person nominated by or on behalf of the OMC to inspect supplier's Stores or works under the PO / Agreement or his duly authorized agent;
- 1.5. "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the PO / Agreement documents;
- 1.6. "Purchase Order (PO)" or "Contract" or "Agreement" shall mean the PO / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.7. "Site" shall mean the place or places named in the PO / Agreement or such other place or places at which any work has to be carried out as may be approved by the OMC;
- 1.8. "Supplier" or "Seller" or "Contractor" shall mean the person, firm or company with whom the PO / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.9. "Stores" or "Material" or "Goods" or "Equipment" means the goods specified in the supply order or schedule which the contractor has agreed to supply under PO / Agreement;

- 1.10. "Test" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

2. Scope of Supply

- 2.1. Scope of Supply shall be as defined in the Special Conditions of Contract, drawings and Annexure thereto.
- 2.2. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being Seller's responsibility) shall be provided by Seller;
- 2.3. The Seller shall follow the best modern practices in the manufacture of high-grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of OMC.
- 2.4. The Goods / Equipment supplied under the PO / Agreement shall conform to the standards mentioned in Special Conditions of Contract, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' / Equipment's country of origin and such standards shall be the latest issued by the concerned institution
- 2.5. All dimensions and weight should be in metric system.
- 2.6. All equipment to be supplied and work to be carried out under the PO / Agreement shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Seller shall, excepting what is herein provided, be given by OMC.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMC.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the PO / Agreement.
- D) Invoices for payment against PO / Agreement shall be addressed to OMC.
- E) The PO / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading, etc.

4. PO / Agreement Obligations

- 4.1. If after award of the LoA, the Seller does not acknowledge the receipt of award or fails to furnish the 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 PO / Agreement is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 4.3. The PO/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws

5. Modification in PO / Agreement

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

6. Use of PO / Agreement Documents & Information

- 6.1. The Seller shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the OMC in connection therewith, to any person other than a person employed by the Seller in the

performance of the PO / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

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

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Seller hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Seller agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Seller shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods / Equipment or any part thereof.
- 7.3. Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OMC from any claims/penalties arising out of any infringements.

8. Performance Security

- 8.1. The Seller shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 8.2. 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 to undertake the work after issuance of LoA, or
 - If the Seller abandons the work before its completion, or
 - If the work performed by the Seller is not as the Agreement, or
 - On breach of PO / Agreement by the Seller
- 8.3. The proceeds of Performance Security shall be appropriated by the OMC as compensation for any loss resulting from the Seller's failure to complete his obligations

under the PO / Agreement without prejudice to any of the rights or remedies the OMC may be entitled to as per terms and conditions of PO / Agreement.

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

9. Inspection, Testing & Expediting

- 9.1. The OMC or its authorized representative shall have the right to inspect and/or to test the Goods / Equipment to confirm their conformity to the PO / Agreement specifications. The Special Conditions of Contract shall specify what inspections and tests the OMC requires and where they are to be conducted. The place where inspections and tests may be conducted shall also be specified.
- 9.2. Should any inspected or tested Goods / Equipment fail to conform to the specifications, OMC may reject them and the Seller shall either replace the rejected Goods / Equipment or make all alterations necessary to meet Specifications' requirements, free of cost to OMC.
- 9.3. The Inspector shall follow the progress of the manufacture of the Goods / Equipment under the PO / Agreement to ensure that the requirements outlined in the PO / Agreement are not being deviated with respect to schedule and quality.
- 9.4. Seller shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the PO / Agreement during the entire period of PO / Agreement validity.
- 9.5. Seller shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods / Equipment. The Inspector is entitled to prohibit the use and dispatch of Goods / Equipment and/or materials which have failed to comply with the characteristics required for the Goods / Equipment during tests and inspections.
- 9.6. Seller shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 9.7. Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's cost. The technical documents shall include

the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.

- 9.8. Nothing in Clause 9 shall in any way release the Seller from any warranty or other obligations under this PO / Agreement.
- 9.9. Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Seller.
- 9.10. Inspection & Rejection of Goods / Equipment / Materials by consignees

When materials are rejected by the consignee, the Seller shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the Seller. The Seller will be called upon either to remove the materials or to give instructions as to their disposal, within 14 days of notice, failing which the consignee will either return the materials to the Seller freight to pay or otherwise dispose them off at the Seller's risk and cost. OMC shall in no way be responsible for any deterioration or damage to the Goods / Equipment under any circumstances whatsoever

- 9.11. Preliminary inspection at Seller's works by Inspector shall not prejudice OMC's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty Provisions

10. Time Schedule & Progress Reporting

- 10.1. Together with the Purchase Order / Agreement confirmation, Seller shall submit to OMC, its time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods / Equipment. The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 10.2. OMC's representatives shall have the right to inspect Seller's premises with a view to evaluating the actual progress of work on the basis of Seller's time schedule documentation.
- 10.3. Irrespective of such inspection, Seller shall advise OMC, at the earliest possible date of any anticipated delay in the progress.

- 10.4. Notwithstanding the above, in case progress on the execution of PO / Agreement at various stages is not as per phased time schedule and is not satisfactory in the opinion of the OMC which shall be conclusive or Seller shall neglect to execute the PO / Agreement with due diligence and expedition or shall contravene the provisions of the PO / Agreement, OMC may give notice of the same in writing to the Seller calling upon him to make good the failure, neglect or contravention complained of.

11. Delivery & Documents

- 11.1. Delivery of the Goods / equipment shall be made by the Seller in accordance with terms specified in the Special Conditions of Contract, and the Goods / Equipment shall remain at the risk of the Seller until delivery has been accepted by OMC.
- 11.2. Delivery shall be deemed to have been made on receipt of Goods / Equipment by OMC at the designated site(s).
- 11.3. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be void unless accepted by OMC.
- 11.4. The documentation shall be delivered in due time, in proper form and in the required number of copies as specified in the Special Conditions of Contract.

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

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

13. Terms of Payment

- 13.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this PO / Agreement shall be specified in the Special Conditions of Contract.
- 13.2. All payments shall be made in INR only and shall be made directly to the bank account of the Seller.
- 13.3. No advance shall be paid and no letter of credit shall be issued.
- 13.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.

- 13.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 13.6. Defective bills shall be returned to the Seller within 7 (seven) working days. No payment shall be made on defective/incomplete bills.
- 13.7. Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the notice inviting tender.

14. Subletting & Assignment

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

15. Delivery Period

- 15.1. The delivery period shall be as given in Special Conditions of Contract. Extension in delivery period may be granted by OMC only in cases where the delay is not attributed to the Seller.
- 15.2. It may be noted that any extension of delivery period shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 15.3. Delivery period shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by OMC.

16. Cancellation of Purchase Order / Agreement

- 16.1. If the Seller fails to fulfil the terms and conditions of the Purchase Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Purchase Order / Agreement and award the total or balance work (if any) to any other Seller at the risk and cost of the said Seller after giving 15 days' notice to the Seller. Further it could be terminated if:
- i) There is a force-majeure situation enforceable,
 - ii) Service provider has given false declaration or document including affidavit,

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

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

17. Right to risk purchase

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

18. Force Majeure

- 18.1. “Force Majeure Event” means any event or circumstances or combination of events or circumstances which:
- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
 - B) Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this PO / Agreement.
- 18.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.
- 18.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this PO / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.
- 18.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the NIT, the parties may mutually decide to terminate the PO /Agreement or continue the PO / Agreement on mutually agreed revised terms.

19. Dispute Resolution

- 19.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the PO (including its interpretation) between OMC and the Seller, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the supplier and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute 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.

- 19.2. Governing law and jurisdiction: This contract 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 contract.

20. Governing Language

The PO / 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 PO / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

21. Notices

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

22. Permits & Certificates

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

23. General

- 23.1. The Seller shall be deemed to have carefully examined all PO / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the PO / Agreement documents.
- 23.2. The General Conditions of Contract (GCC) shall apply to the extent that they are not superseded by provisions of other parts of the PO / Agreement.

23.3. Losses due to non-compliance of Instructions

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

23.4. Recovery of sums due

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

24. Fall Clause

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

25. Liability and Indemnity

25.1. Seller shall indemnify, defend and hold OMC harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Seller of any of its obligations under the PO / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the PO / Agreement, or breach of statutory duty on the part of OMC, its suppliers and contractors, employees, servants or agents; and

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

26. Publicity & Advertising

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

27. Blacklisting

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

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.

- iv) If the business concern/entity refuses / fails to return 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 a tender

Annexure 2: Special Conditions of Contract

1. General

- 1.1. 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.
- 1.2. Any reference to Agreement shall refer to all Agreements that would be signed during the Supply Period (“Agreement – Year 2”, “Agreement – Year 3”, “Agreement – Year 4” and “Agreement – Year 5”). It also refers to the addendum that may be subsequently added on account of any LoA that may be issued in the middle of any year.
- 1.3. Any reference to Performance Security shall refer to all Performance Securities that would be submitted by the Preferred Bidder/selected agency (“Performance Security – Year 1” , “Performance Security – Year 2”, “Performance Security – Year 3”, “Performance Security – Year 4” and “Performance Security – Year 5”). It also includes the Performance Security that may be submitted in response to any LoA that may be issued in the middle of any year.
- 1.4. Any reference to LoA shall refer to all LoA that would be submitted by the Preferred Bidder/selected agency (“Performance Security – Year 1” , “Performance Security – Year 2”, “Performance Security – Year 3”, “Performance Security – Year 4” and “Performance Security – Year 5”). It also includes the LoA that may be issued by OMC in the middle of any year.

2. Scope of Supply and installation

2.1. Estimated Quantity of weighbridges to be procured

OMC shall procure weighbridges from the selected agency over the entire Supply Period (Refer Clause 2.3 herein) on the basis of OMC’s requirement. The estimated requirement of the number of weighbridges required is mentioned below

Site / Mine		Year 1	Year 2	Year 3	Year 4	Year 5	Overall Estimated Requirement in 5 years
Iron Ore							
1	Daitari	-	2	2	2	2	8
2	Gandhamardan (A and B)	-	3	2	1	-	6

Site / Mine		Year 1	Year 2	Year 3	Year 4	Year 5	Overall Estimated Requirement in 5 years
3	Kurmitar (Koira region)		4	2	2	-	8
4	Barbil (Mahaparat, Khandbandh, Banspani, Dubna, BPJ)	2	2	3	-	-	7
Chromite							
1	Sukurangi	2	-	-	-	-	2
2	South Kaliapani	-	2	-	-	-	2
Bauxite							
1	Kodingamali (Rayagada region)	2	-	2	-	-	4
Total Estimated Requirement		6	6	13	11	5	37

The selected agency has to supply and install the Weighbridges as well as provide AMC services, as and when the requirement arises across any of the sites / mines of OMC.

It may be kindly noted that the actual number of weighbridges for which OMC places order in the Supply Period may increase or decrease from the estimated requirement mentioned above. The agency shall be paid only against the no. of weighbridges for which LoAs are issued.

OMC shall also have the liberty to increase the number of Site/mines during the Supply Period.

2.2. Specifications including technical parameters

The selected agency shall have the scope of work to be executed as per enclosed specification as at Appendix – 1.

2.3. Supply Period

The Supply Period shall be 5 (five) years from the date of signing of “Agreement – Year 1”. The Supply Period may be extended up to another 5 (five) years on a yearly basis, based on satisfactory performance of the agency and at the sole discretion of OMC.

2.4. Procedure for placement

2.4.1. Procedure for placement of 1st Order

- Issue of LoA: OMC shall issue “LoA – Year 1” as mentioned in Clause 8.21 of the NIT. The LoA shall contain the following information:

- a. Exact no. of weighbridges of specifications mentioned in Appendix -1: It may be noted that the number of weighbridges may not match the estimated requirement weighbridge of Year 1, mentioned in Clause 2.1 of SCC.
 - b. Delivery locations
 - c. Order value (based on quoted price/negotiated price with the selected agency)
 - d. Scheduled date(s) of completion (as per the provisions of this NIT)
- ii) Performance Security to be submitted: The agency shall submit “Performance Security – Year 1” as mentioned in Clause 8.23 of the NIT. In case the commencement of AMC period gets delayed due to delay in supply, installation and commissioning of weighbridges or any other reason, then the validity of the Performance Security shall be extended accordingly.
- iii) Signing of Agreement: The agency shall sign the “Agreement – Year 1” as mentioned in Clause 8.22 of the NIT

2.4.2. Procedure for placement of subsequent Orders

- i) Issue of LoAs: On the basis of OMC’s requirement, OMC shall issue an LoA to the selected agency at the start of each Supply Year (“LoA – Year 2”, “LoA – Year 3”, “LoA – Year 4” and “LoA – Year 5”). Each LoA would contain the following information:
 - a. Exact no. of weighbridges
 - b. Delivery locations
 - c. Order value (to be calculated in accordance to the price variation clause)
 - d. Scheduled date of completion (as per the provisions of this NIT)
- ii) The selected agency shall have to acknowledge and accept each LoA by returning its signed copy within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security (“Performance Security – Year 2”, “Performance Security – Year 3”, “Performance Security – Year 4” and “Performance Security – Year 5”). In case the LoAs are not acknowledged within the stipulated time, then the respective LoA issued to the agency may be cancelled and all the Performance Securities of the selected agency submitted till then may be forfeited by OMC.
- iii) Performance Security: The formula for calculating the amount of the Performance Security (“Performance Security – Year 2”, “Performance Security – Year 3”, “Performance Security – Year 4” and “Performance Security – Year 5”) for each Supply Year is mentioned below:

Amount = 5% of Order value (calculated in accordance to the price variation clause for the relevant Supply Year)

The selected agency shall submit the relevant Performance Security upon issue of LoA within a period of 15 (fifteen) days. The Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. The Performance Security shall be valid for the 3 (three) months beyond the AMC period.

- iv) Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security as mentioned above, the Agreement ("Agreement – Year 2", "Agreement – Year 3", "Agreement – Year 4" and "Agreement – Year 5") shall be signed by the selected agency, failing which all the Performance Securities of the selected agency submitted till then may be forfeited by OMC.

- 2.4.3. Upon emergency requirement and sole discretion of OMC, OMC may issue LoA for new weighbridges in the middle of any Supply Year. In that event, the Supply & Installation charges as well as AMC charges shall remain same as the Supply & Installation charges / AMC charges applicable at the start of the Supply Year (Refer Clause 11 of the Special Conditions of Contract). This issued LoA shall then be annexed to the Agreement of the concerned year. Additional Performance Security amount of 5% of the Order value shall also be submitted by the agency within 15 (fifteen) days of issue of LoA.

2.5. **Delivery Period**

Each LoA shall contain the scheduled date of completion of supply, installation and commissioning of the weighbridges ("**Scheduled date(s) of completion**"). The scheduled date of completion shall be at least 4 (four) months from the date of issue of LoA. Different Scheduled dates of for different weighbridges may be mentioned in the LoA.

2.6. **Electrical Connection**

The selected agency shall make necessary arrangement for undertaking all electrical wiring necessary as per the provisions of this Agreement. A detailed schematic diagram needs to be furnished for approval from OMC within 15 days from the date of issue of LoA.

2.7. **Test Weight**

Test weight including labour charges for handling of test weights during the calibration period shall be provided / borne by OMC.

2.8. Warranty/ Guarantee Period

2.8.1. The selected agency shall give warranty of the Manufacturer for satisfactory performance of all the materials like Weigh bridge, etc. for a period of 1 (one) year from the date of successful installation, commissioning and stamping. The warrantee shall cover for CVT, DG and other related associated infrastructure for a period of 1 (one) year. The selected agency shall replace defective materials free of cost during the warranty/ guarantee period.

2.8.2. The Warranty/ Guarantee shall be in the name of OMC.

2.8.3. However, during the warranty/ guarantee period, if there are damages to the weighbridges due to reasons that are not attributable to the selected agency, then the cost of repair/replacement on account of such reason shall be borne by OMC. OMC shall solely determine whether OMC shall bear the cost of repair/replacement or not and OMC's decision in this regard shall be final.

3. AMC of Weighbridges

After expiry of 1 (one) year warranty period, the selected agency shall take up Annual Maintenance Contract of the weigh bridge for a period of 7 (seven) years. The AMC shall not include spare parts of Weighbridges.

The spare parts and consumables required if any, during maintenance of Weighbridge, shall be provided by OMC.

Detail terms and conditions of Annual Maintenance Contract shall be as follows.

3.1. AMC Period

7 (Seven) years after expiry of warranty period.

3.2. Visiting Engineer

The selected agency will depute their engineer/ technical personnel to carry out periodical maintenance once in each quarter and once for stamping by legal metrology Dept. Govt. of Odisha in each year.

3.3. Maintenance Support

- a) WB Systems have to be maintained during the entire period of contract in working condition with regular quarterly Preventive Maintenance, servicing of the entire weigh bridge system and cleaning of equipment.
- b) The selected agency shall maintain a log book in which separate pages should be allotted to each weigh bridge. The selected agency shall record the calls attended and regular services rendered and get the signature of the user along with User's name, Designation, stamp, Telephone and location.
- c) The selected agency during the course of Preventive Maintenance Service, noticing requirement of any spare parts, shall intimate OMC about the same. Upon receipt of spare parts, the selected agency shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of authorized personnel from OMC and a record is to be maintained.
- d) Preventive maintenance will be carried out during each quarter preferably during holidays in consultation with the representatives of the OMC. Preventive maintenance will include inspection of each equipment, circuits and peripherals of the weigh bridge system, and obtain a satisfactory working certificate from the user after maintaining the systems. Before taking up preventive maintenance, the selected agency will submit a schedule of preventive maintenance.
- e) Preventive maintenance shall be carried out in each quarter with check for proper operation. Non-performance of preventive maintenance of WB systems shall attract penalties. All necessary records shall be maintained by respective site.
- f) Maintenance engineer of the selected agency shall submit a service slip to the officer in-charge of OMC after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, model No, sl. no. etc.
- g) The selected agency shall make available adequate number of qualified and well trained maintenance Engineers for warranty and maintenance support.
- h) The selected agency shall furnish the details of call logging procedure and help desk support including contact details for escalation of fault reporting and indicate the proposed Comprehensive AMC support to respective unit head including time frame for resolution of faults in the WB system.
- i) Working hours: All maintenance and warranty support activity needs to be undertaken during holidays and beyond working hours so that the transportation of vehicles shall not be affected. Only breakdown maintenance may be taken up as and when required. However for all maintenance activities, prior permission of the concerned authorities of OMC must be obtained. Prior arrangements through proper communication should be worked out in all cases by the servicing agencies.

- j) The selected agency shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the weigh bridge I/C.
 - k) If any defect is not remedied within a reasonable time due to reasons attributable to the agency, the OMC may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights, which the OMC may have against the selected agency in respect of such defects.
 - l) Replacement under warranty clause shall be made by the selected agency free of all charges on site including freight, insurance and other incidental charge.
- 3.4. In case the selected agency wishes to engage an authorized dealer to carry out the AMC, a tri-partite agreement shall be signed amongst the selected agency, the authorized dealer and OMC. However, it shall be expressly agreed that the selected agency shall, at all times, be responsible and liable for all its obligations under the Agreement.
- 3.5. **Deployment of Trained Weigh bridge Technician:**
- 3.5.1. Upon receiving instructions from OMC, the selected agency shall deploy one Trained Weighbridge Technician in order to provide immediate services. The location details shall be provided to the agency at the time of instruction.
 - 3.5.2. The agency has to pay wages not less than the 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 and statutory dues as fixed under various labour laws to the technician deployed.
 - 3.5.3. The agency has also to extend all benefits to all the technician so deployed including but not limited to Provident Fund, ESI (where applicable), Bonus, Gratuity, minimum wages, Leave wages/Encashment, Compensation etc.
- 3.6. **Supply of Spare parts**
- 3.6.1. OMC may procure spares from the agency. The agency shall be obligated to provide sufficient spares upon OMC's requirement/instructions. OMC shall purchase those spares from the agency at the quoted/negotiated prices provided by the agency at Annexure 10.

3.6.2. The quoted/negotiated prices shall be valid for 3 (three) years from the signing of the Agreement. Post expiry of 3 (three) years, the prices/rates shall be mutually negotiated and agreed upon between OMC and the selected agency.

3.6.3. The spare parts provided shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship.

3.7. Replacement of spares parts

3.7.1. The agency shall be obligated to immediately carry out the replacement during breakdown of the weighbridges, upon receipt of spare parts from OMC.

3.7.2. OMC shall endeavor to keep the spares at various sites for prompt servicing of Weighbridge in case the need arises.

3.8. Breakdown Maintenance

The selected agency shall depute their engineer immediately on any break down call and repair the weighbridge by replacing all defective parts and recalibrating the weighbridge as per the SLA specified in Clause 10.2.1 of the SCC.

4. Training:

The selected agency must provide hands on training to designated weighbridge staffs on the operation of the weigh bridge system, dos and don'ts, regular back up procedures and other knowledge required for successful operation of the weigh bridge system and shall provide the weigh bridge Manual at its own cost.

5. Stamping

The selected agency shall depute their representative to be present during stamping of the weigh bridge by legal metrology department on behalf of the user during warranty period of one year and AMC period of seven years. Stamping fees & inspector's conveyance shall be borne by OMC.

6. Obligation of OMC

- a) OMC shall provide levelled land at site on free of cost and free power supply and water supply at site, during the erection and commissioning period.
- b) OMC shall also provide the exact installation sites for weighbridges to the agency (including circulation plan)

- c) The Security arrangement at site shall be done by OMC. Free accommodation as per availability shall be provided by OMC to the agency during erection and maintenance period of the weighbridge.
- d) Stamping of weighbridges shall be the responsibility of OMC. All associated statutory payments shall be borne by OMC
- e) In case of deployment of Trained Weigh Bridge Technician, OMC shall provide free accommodation.
- f) Construction of Civil approach road and Weighbridge Control room WB Control Room including its electrical and PH accessories shall fall under the purview of OMC
- g) OMC shall also provide the Computer, where the weighbridge software shall be installed by the agency.
- h) OMC shall also install the ACs wherever required.
- i) Test weight including labour charges for handling of test weights during the calibration period shall be provided / borne by OMC.

7. Liability for Accidents and Damages

Under the contract the selected agency shall be responsible for any loss or damage to the weighbridge or to the manpower deployed by the selected agency or its authorized agencies until the weighbridge is taken over by OMC after necessary technical and legal compliance.

8. Payment Terms

8.1. Supply & Installation charges

- a. 70% of Equipment cost (Sum of Sl. No. 1 to Sl. No. 8 of the Price Bid Format, Annexure 4) along with 100% GST shall be released after receipt of WB equipment at Head Office.
- b. 25% of Equipment cost, 95% of the Software supply and installation charges (Sl. No. 9 of the Price Bid Format, Annexure 4), 95% of the erection charges (Sl. No. 10 of the Price Bid Format, Annexure 4) and 95% of the civil construction charges (Sl. No. 11 of the Price Bid Format, Annexure 4) shall be released after installation and stamping of weighbridge with certification from Legal Metrology Department, Govt. of Odisha
- c. Balance 5% of Equipment cost, Software supply and installation charges, erection charges and civil construction charges shall be made after completion of 1 year warranty period or on submission of BG of equivalent amount valid for 1 year plus two months claim period.

- d. The agency shall submit bill in triplicate which will be properly certified by the respective site personnel with performance of the agency and recommendation of concerned Regional Manager.
- e. All Bank Guarantees shall be returned at HO, OMC on receipt of recommendation for the same by the concerned Regional Manager.

8.2. **AMC Charges**

The AMC charges shall be released at respective Regional Offices on the basis of satisfactory performance after completion of each year.

8.3. **Payment against deployment of Weighbridge technician**

The agency shall be paid the rates mentioned in Annexure plus quoted / negotiated Service charges - based on the actual number of technicians deployed, attendance, etc.

9. **Price Escalation**

- 9.1. The rates quoted by the selected agency i.e Supply & Installation charges as per **Sl. No. 12** of Price Bid Format ("**Base Rate-Supply & Installation charges**") & AMC charges for 7 years as per **Sl. No. 13** of Price Bid Format ("**Base Rate-AMC charges**"), shall remain firm & fixed during the first one year of Supply Period. In other words, any LoA placed within the first one year shall be on Base Rates.

- 9.2. From 2nd Supply Year onwards, the Base Rates shall be revised at the start of each Supply Year. The revision (Both Supply & Installation charges as well as AMC charges) shall be carried out in the following manner:

$$\begin{aligned} &\text{"Revised Rate-Supply & Installation charges"} \\ &= \text{"Base Rate-Supply & Installation charges"} \times \frac{\text{WPI(B)}}{\text{WPI(A)}} \end{aligned}$$

Where,

WPI(B) = Latest available WPI index for all commodities at the start of the relevant Supply Year - published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

WPI(A) = WPI index for all commodities as on the date of submission of Bid - published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

$$\begin{aligned} &\text{"Revised Rate- AMC charges"} \\ &= \text{"Base Rate- AMC charges"} \times \frac{\text{CPI (C)}}{\text{CPI (D)}} \end{aligned}$$

Where,

CPI(C) = Latest available All India CPI index for industrial workers at the start of the relevant Supply Year - published by Labour Bureau, Government of India

CPI(D) = All India CPI index for industrial workers as on the date of submission of Bid - published by Labour Bureau, Government of India

- 9.3. The above revision shall be applicable for all sub-components mentioned within “Supply & Installation charges” and “AMC charges”. For example, in case of AMC charges, the revision computed in accordance to Clause 11.2 above shall be applied to all individual year-wise AMC charges.
- 9.4. The order value of weighbridges with respect to any additional LoA issued in the middle of any year shall be determined considering the “Supply & Installation charges” and “AMC charges” determined at the start of the concerned year.
- 9.5. Revision of prices of Deployment of Trained Weigh bridge technician:
- 9.5.1. There shall be no revision on the final quoted / negotiated percentage service charge provided by the selected agency.
- 9.5.2. 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 selected agency will be liable to pay the revised minimum wages from the effective date as notified. Upon such revision, the agency pays through Bank at such higher rate & such differential amount arising out of revision in minimum wages shall be reimbursed by the OMC subject to production of claims duly witnessed by the authorised representative of the principal employer (OMC) supported by documentary evidence.
- 9.6. Revision of prices of supply of spare parts: As per Clause 3.6.2 of SCC.

10. Liquidated Damages

10.1. Delay in supply and installation of weighbridges

- 10.1.1. If the selected agency fails to supply, install and commission (the weighbridges within the delivery period mentioned in the LoA and any extension thereof, unless such failure is due to force majeure situation or due to OMC’s default, liquidated damages (LD) shall be imposed by OMC on the selected agency. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Agreement.

10.1.2. In case of delay in supply and installation of the goods, the LD shall be calculated as 0.5% (zero point five per cent) of the value of the Purchase Order (excluding GST) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 5% of the value of the Purchase Order (excluding GST). GST on LD shall be recovered in addition to the LD amount.

10.2. Delay in providing AMC services

10.2.1. The selected agency shall depute its engineer/technical personnel to attend to any breakdown/ other repairs, needed if any, within the following stipulated times:

- a) For weighbridges installed at Daiari, JK Road, Bangur & Gandhamardan: Within 24 hours of receiving the complaint from OMC.
- b) For weighbridges installed at Barbil, Kurmitar, Kodingamali: Within 48 hours of receiving the complaint from OMC.

10.2.2. Post the above stipulated times, for every additional day (24 hours) or part thereof, if the breakdown/ issue remains un-rectified, liquidated damages @ INR 2,000 per day per weighbridge shall be imposed on the agency. If such instances are repeated, OMC at its discretion, may also terminate the Agreement, by issuing a notice 30 days prior to such termination.

10.3. Liquidated damages shall be levied with applicable GST. Invoice for such damages recovered shall be issued by OMC

10.4. Any waiver of Liquidated damages shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

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

11. Other terms and conditions

11.1. In respect of weighbridge technician deployed by the agency, 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, etc. shall be deemed to be part of the contract.

12. Taxes & Duties

12.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of GST 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 GST 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/2B within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent amount.
 - vi) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The service provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by OMC.

12.2. 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.

13. Waiver of Penalty

If at any time during the Contract, the selected agency should encounter conditions impending timely performance of service, the **selected agency** shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the selected agency's notice, the OMC shall evaluate the situation and may at its discretion waive the penalty on the request of the selected agency.

Appendix-1: Technical Specifications

1. Electronic weighbridge complete with platform, compression type load cells, digital indicator, recording and printing units.

2. SPECIFICATION OF WEIGHING SYSTEM:

- a. Capacity: 80MT electronic static load weigh bridge
- b. Resolution: 10 Kg
- c. Accuracy: $\pm 0.05\%$ of the applied load
- d. Memory: At least 10,000 trucks steering capacity
- e. Display: LED / Fluorescent
- f. Power supply: 230-volt AC $\pm 10\%$; 50 cps $\pm 5\%$; Single phase
- g. Provision of RS 232C/RS 432 COM ports
- h. Operating temperature range: 0-55°C

3. PLATFORM

- a. The weighing platform of size 14m x 3m shall be designed suitably as per load condition with chequered or antiskid plates of M.S. 12mm thickness with minimum 5 no of joists of 400 x 140 mm confirming to I.S. specification for 80MT Weigh bridge.
- b. The platform may be raised above the ground level for facilitating easy cleaning and maintenance (min. 1.0 meter).
- c. M.S Platform should have hand rail/guide rail on both sides. RCC cross walls of M20 grade are to be installed on both end of the weigh bridge platform.

4. SPECIFICATION OF LOAD CELL

1	Type	Symmetrical Compression type or Cantilever bending beam type (should be repairable in India by the manufacturer)
2	Capacity	30 MT or above each Six (6) nos. load cell for 80MT weigh bridges.
3	Rated Output	Not less than 2.8 mv/volt (Total Output shall not be less than 85 mv)
4	Non-linearity and Hysteresis (Combined Error)	$\pm 0.02\%$ maximum
5	Repeatability	$\pm 0.01\%$:5:
6	Creep (30 min)	0.010% (minimum)

7	Zero Return (30 min) Temperature Range (0-55°C)	0.010% (Operating temperature Range: 0-55°C)
8	Temperature Effect on Rated Output	0.01%
9	Temperature Effect on Zero Balance	0.013%
10	Over Load Rating	(150-200) % of Rated capacity
11	Ultimate over load rating	(300-400) % of rated capacity
12	Protection	IP68

5. SPECIFICATION OF DIGITAL INDICATOR

Capacity	: Programmable up to 5 digits (minimum)
Increment	: Programmable 1, 2 or 5 or their multiple
Display resolution	: Maximum 1 in 10000
Operating temperature	: Maximum +55°C
Operating humidity	: Maximum 93% RH
Non linearity	: 0,016% of Full Scale or less
Repeatability	: 0,016% of applied load
Internal Resolution	: Should be adequate to handle the accuracy level specified for the weighing system.
Decimal point selection	: Selectable
Communication	: Built in RS 232C.
Display type	: LED Display/ Fluorescent

Complete protection against electromagnetic and radio frequency interference.

6. SOFTWARE REQUIREMENTS:

- a. The selected agency needs to furnish relevant Software Interface for interfacing the weigh bridge with the computer systems for data transfer and other required operations such as calibration, testing etc. The system must use standard serial/ parallel/ USB interface for communication. The selected agency will have to ensure the integration of the W.B. to application software which is to be used by the user. The software associated with the weighbridge should be able to provide Industry standard open interface so that the output from the weigh bridge can seamlessly be integrated with any third-party software custom designed or otherwise to be deployed for management/ regulation/ administration of mineral transport and monitoring.

- b. The WB software must be user friendly and compatible with Windows-7 or later version for operation through GUI interface with total user response time (data access and entry time) less than 20 seconds for any weighment transaction. Keyboard shortcuts must be available for the data entry fields with option for navigation using key board shortcuts such as TAB key for maximum use of keyboard during the data entry operation needs to be provided. Format of user interface may have to be customized as per OMC requirements if required.
- c. Weigh bridge software needs to have facility for interconnected operation in a network environment. Tare weight and gross weight can be taken in any weigh bridges which are connected through network. This can facilitate flexible tare weight and gross weight at same or different weighbridges within the interconnected environment.
- d. It should be possible to schedule the tare weighment interval of a vehicle. The tare weight may be required to be taken up either daily, weekly or after a fixed period as per specific sites requirements. This needs to be configurable in the system. It should be possible to generate loading slips (tare weight slips) from previous tare weight records.
- e. The system should generate loading slips, way bills, in the users prescribed format without much manual intervention. During generation of the printed slips, the data available in the system should be used to avoid redundant data entry operation.
- f. Weighment and delivery reports on specific or group of delivery orders, buyers, material, transporter, Weigh Bridge etc. for a specific period indicating details of weighment including the timestamps needs to be generated by the system.
- g. The software should use multiple printers connected to the same system or multiple network printers available within the network for simultaneous printing. Use of printers needs to be configurable in the software. The system should have capability to use dot matrix, laser or any other printer for generation of all printouts.
- h. The system should have facility to maintain backup of data in specified path (network or local system) for use during system failure or breakdown. Facility for backup of data to removable storage such as CD and USB drives etc. also needs to be provided for manual backup operation. There should be provision for recovery of the software and database from the backup for uninterrupted operation.
- i. The weigh bridge software and the database used by the system must be tamperproof with built-in authentication for security. All user access to the weigh bridge software should be recorded automatically through audit records.
- j. The bidder must be able to modify/ add or remove customize features in the software in a reasonable time period as per the recommendation of the competent authority.

- k. Other standard facilities for electronics Weigh Bridge also need to be available in the system.
- l. The calibration of the weigh bridge should be carried out using software without any manual intervention and the record of all such calibration needs to be automatically generated and stored in the system for internal audit.
- m. The system should record all startup, shutdown or other important system events for audit.

7. **INSTALLATION OF SOFTWARE AT OTHER EXISTING WEIGH BRIDGES**

- a. The selected agency needs to install the software offered for the proposed Weigh bridges. He may also facilitate installation of this software at all other existing Weigh bridges if required so that standard software is available and used throughout all the Weigh bridges of OMC.
- b. The software must be protected from any form of tampering and can be installed from CDs in the available computer systems available at the existing Weigh bridges.
- c. Necessary interface software may need to be developed by the agency for the existing Weigh bridges.
- d. Facilities for connecting the computer systems through LAN and supporting software must be provided for interconnected operation.

8. **SUPPLY OF ACCESSORIES**

The following electrical accessories shall have to be supplied.

#	Description	Size	Qty	Make
1.	DG Set Capacity: 10 KVA Single Phase, Fuel HSD, Air-cooled, 0.8 pf. Acoustic Enclosure/ Silent Canopy DG Set with AMF Panel. The DG Set shall confirm to Central Pollution Control Board norm. Warranty -1 Year	10 kVA Single Phase	1 Set	Kirloskar
2.	CVT 3 KVA, Input: 130-270V, 50 Hz + 5% Output: 220 \pm 2%, 50Hz Warranty-1 year	3 kVA	1 Set	APC/ V Guard/ Luminous / Mircotek / Servocon/Vertex/Adroit
3.	Wheel Chair,	Model– PCH 5002T	3 Nos	Godrej (in case the model is not available then equivalent model shall be provided)
4.	Table, Asst. Table model-T-8	-	3 Nos	Godrej (in case the model is not available then equivalent model shall be provided)
5.	Public Address System (PAS): The PAS shall consist of two nos of Mike	-	1 Set	

#	Description	Size	Qty	Make
	sets, power amplifier and speaker set of Ahuja / Boss make suitable for public awareness			
6.	Signaling system for traffic management with light & industrial bell: Two traffic signal posts to be fitted at entry and exit points of Weigh bridge area along with fitting of industrial belt in the posts.		1 Set	
7.	Surge Protection Device for Load Cells	Single Phase	1 Set	As per weigh bridge manufacturer
8.	Surge Protection Device for DG Set	Single Phase	1 Set	ABB/Siemens/L&T/Schneider/ Legrand/Havells
9.	Chemical Earthing with Copper Pipe & Aluminum Silicate and Natural minerals	3 mtr	5 No's	JMV/HEX/Raychem/Any other reputed standard make

9. LIGHTNING ARRESTOR & EARTH PIT FOR EARTHING:

The Earth Pits shall be Chemical Type confirming to IEC 62305 & brief specification as below:

- a) Nos of Earth Pits: Total 6 Nos of Earth Pits shall be provided for the following purposes:
 - i. For Load Cell of Weighbridge : 02 Nos
 - ii. For Lightning Protection System : 01 No
 - iii. For DG Body Earthing : 01 No
 - iv. For DG Neutral Earthing : 01 No
- b) Air Terminal Lightning Arrestor: The suitable Lightening Arrestors Air Terminal shall be fixed on the top of the WB Control Room & mounted securely with insulators. The Air Terminal shall be connected to the Earth Pit directly with Insulated Cover to avoid accidental touching of persons.
- c) Connection from Air Terminal to Earth Pit: With G I Strip 50 x 6 mm Minimum the GI Strip shall be insulated from Top to Bottom with PVC Insulation Sleeve Heat Shrinkable.
- d) The Lighting Arrestor Earth Pit shall not be connected to any other Earth Pits.
- e) Other Earth Pits shall be connected to form a Grid.

Annexure 2A: Proforma of the Agreement to be Signed between OMC and the Selected Agency (Agreement – Year 1, Agreement – Year 2, Agreement – Year 3, Agreement – Year 4 and Agreement – Year 5)

Ref: [•]

This Agreement (hereinafter called the “Agreement - Year [•]”) 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 “Agency” 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 Agency, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OMC through their bid(s), against NIT No. [•] dated [•] (hereinafter called the “Tender”) for Engagement of an agency to supply, install and commission weighbridges and provide AMC services (through e-tendering);
- ii) on the basis of the said Tender, OMC has adjudged the Agency as a successful Bidder and issued “Letter of Award (LoA)- Year [•]” No. [•] dated [•] for the same;
- iii) the Agency 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 Agency has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to supply Spare Parts as described in the Tender;
- v) the Agency has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to supply Spare Parts according to the rates annexed herewith;

- vi) the Agency has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to deploy trained Weighbridge technician according to the rates annexed herewith;
- vii) the Agency is being engaged on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Agency and OMC shall be as set forth in this Agreement, in particular:
 - (a) The Agency shall provide supply out the services in accordance with the provisions of this Agreement;
 - (b) The Agency shall supply, install and commission the weighbridges mentioned in “LoA – Year [•]” and subsequently provide AMC services; and
 - (c) OMC shall make payments to the Agency in accordance with the provisions of this Agreement.
2. Conditions of Contract
 - (a) The Supply Period shall be for a tenure of 5 (five) years from the date of signing of the “Agreement – Year 1” signed on [•].
 - (b) The rates/ prices of the Spare parts to be provided by the agency shall be applicable for a period of 3 (three) years from the date of signing of the “Agreement – Year 1” signed on [•].
 - (c) This 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 Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of the Odisha Mining Corporation	For and on behalf of M/s.
(Authorized Representative)	(Authorized Signatory)
Name:	Name:
Designation:	Designation:
The Odisha Mining Corporation	Name of the Agency:
OMC House, Bhubaneswar-751001	Address:

In presence of the following witnesses

Name:	Name:
Designation:	Designation:
The Odisha Mining Corporation	Name of the Agency:
OMC House, Bhubaneswar-751001	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. [•] dated [•] published by the Odisha Mining Corporation Limited for the "Engagement of an agency to supply, install and commission weighbridges and provide AMC services", including but not limited to signing and submission of all applications, bids and other documents and writings,

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

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

For

Witnesses

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

1.

2.

Accepted

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

Annexure 4: Price Bid Format

SUPPLY, INSTALLATION & COMMISSIONING OF 80MT ELECTRONIC WEIGHBRIDGES, BUNK HOUSE CONTROL ROOM AND ACCESSORIES WITH 7 (SEVEN) YEARS AMC

Sl. No.	Description	Qty (a)	HSN CODE OF MATERIAL/SAC CODE OF SERVICES	Basic Price per item (in Rs.) (b)	Basic Price each	Total Price (in Rs.) (a x b) (1)	Basic Total Amount (CGST/ SGST/ ISGT) (2)	Total Price including GST amount (in Rs.) (1+2)
1.	80MT Weighbridge including digital indicator and Load cells	1 no						
2.	D.G Set 10KVA	1 Set						
3.	CVT	1 Set						
4.	Wheel Chair	3 nos						
5.	Asst. Table	3 nos						
6.	Public Address system	1 set						
7.	Signaling system for traffic management with light & industrial bell	1 set						
8.	Lightning and Surge protection system (including earthing)	1 set						
9.	Software supply and installation charges	1 set						
10.	Erection commissioning charges as per scope of work	1 no						
11.	Civil construction charges as per scope of work	1 no						
12.	Supply & Installation charges of Weighbridge and accessories as per Bill of Material (Sum of Sl. 1 to Sl. 11)							

Sl. No.	Description	Qty (a)	HSN CODE OF MATERIAL/SAC OF SERVICES	Basic Price per item (in Rs.) (b)	Basic Price each (a x b) (1)	Total Amount (CGST/SGST/ISGT) (2)	Total Price including GST amount (in Rs.) (1+2)
13.	AMC charges for 7 years after completion of one year warrantee period. (i) 1 st year - Rs _____ (ii) 2 nd year - Rs _____ (iii) 3 rd year - Rs _____ (iv) 4 th year - Rs _____ (v) 5 th year - Rs _____ (vi) 6 th year - Rs _____ (vii) 7 th year - Rs _____ Total AMC Charges for 7 years Rs _____	7 yrs					
14.	Grand total price of one set of 80 MT W.B (Sum of Sl. 12 and Sl. 13)						

Grand total in words Rupees _____) only.

Note:

- I) Only type written price will be accepted
- II) In case of disagreement between price in figure and word, price in words will prevail over price in figure.

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.

Nor our entity was ever stigmatized within the preceding three years from the bid submission date.

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: Check-list for the Techno-Commercial Bid
(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 7)		
2	Incorporation related documents -(Refer Clause 7.3.1)		
3	Tax related documents (Refer Clause 7.3.2)		
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	Bill of Material – Annexure 10		
11	Price quotes for Deployment of Trained Weigh bridge technician and Spare parts – Annexure 11		
12	Other Documents towards fulfillment of Eligibility Criteria as per Clause 7		

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 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: Bill of Material

#	Description	Quantity	Make	Specifications
1.	80MT Weighbridge including digital indicator and Load cells	1 no		
2.	D.G Set 10KVA	1 no		
3.	CVT	1 no		
4	Wheel Chair	3 nos		
5.	Asst. Table	3 nos		
6.	Public Address system	1 Set		
7.	Signaling system for traffic management with light & industrial bell	1 Set		
9.	Lightning and Surge protection system (including earthing)	1 Set		

Annexure 10: Price quotes for Deployment of Trained Weigh bridge technician and Spare parts (excluding GST)

PART-1: Price quote for Deployment of Trained Weigh bridge technician at various sites

Sl. No.	Particulars	Skilled category (INR)
1	Basic Wages per day.	523.00
2	VDA per day.	106.00
3	Total per day (Basic + VDA)	629.00
4	(Basic + VDA) per month (26 days)	16354.00
5	EPF, EDLI & Admn. Charges @ 13 % of # 4 above or as stipulated by Govt. of India from time to time.	2126.02
6	ESI wherever applicable @ 3.25% of # 4 above.	531.51
7	Bonus as applicable under Amended Payment of Bonus Act, i.e. 8.33% of # 4 above.	1362.29
8	Gratuity @ 15 days per year/ @ 4.81% of # 4 above	786.63
9	Leave/Holidays Salary @ 6.03 % of # 4 above.	986.15
10	Total Cost Per Head/ month - A	22146.60
11	% Service charge (to be quoted by the Bidder)- B	
12	Service charge in INR/month (C = A x B)	
13	Deployment of Trained Weigh bridge technician on full time basis at various sites (Monthly charge) (A + C)	

Note: Basic wages indicated above are as per rates effective w.e.f. 01.04.2020

PART-2: Price quote for Spare parts (excluding GST)

Sl. No.	Particulars	Unit	Delivered Price – at various locations (excluding GST)
	Spare Parts		
A		INR per part	
B		INR per part	
C		INR per part	

Note:

- 1) Under Part-1, the sites refer to the locations mentioned under Clause 2.1 of Special Conditions of Contract
- 2) Under Part-2, the Bidder has to mention the list of all spare parts and shall provide then provide price quotes against each of those parts. Bidder can add multiple rows to the table.
- 3) Under Part-2, the Prices mentioned shall remain same for all locations where weighbridges are needed to be installed as mentioned under Clause 2.1 of Special Conditions of Contract