



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

Notice Inviting Tender
for
Rendering of Security Services
(through e-tendering)

NIT No: OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020

Contents

E-procurement notice.....	3
1. Schedule for the Tender	4
2. Data Sheet	5
3. Disclaimer	6
4. Abbreviations.....	9
5. Definitions and Interpretations	11
6. Scope of Services	14
7. Eligibility Criteria	15
8. Instruction to Bidders	19
9. Additional Instructions to Bidders	31
10. E-tendering process	32
Annexure 1: General Conditions of Contract-Services	36
Annexure 2: Special Conditions of Contract	47
Appendix – A: Details of Deployment of Vehicles	79
Appendix – B: Tentative Details of Manpower Deployment.....	80
Appendix – C: OMC’s existing Vehicle Contract terms, conditions and rates	85
Annexure 2A: Proforma of the Agreement to be Signed between OMC and the Service Provider.....	87
Annexure 3: Format for Power of Attorney	89
Annexure 4: Price Bid Format.....	90
Annexure 5: Declaration by the Bidder	91
Annexure 6: Check-list for the Techno-Commercial Bid.....	92
Annexure 7: Mandate Form - on the letterhead of the Bidder	93
Annexure 8: Format for Performance Security	95
Annexure 9: Integrity Pact	99

CORRIGENDUM
E-procurement notice

Dated 04-Aug-2020

NIT No.: OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020

In continuation to the NIT No: OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020, the tender schedule is revised as detailed below based on pre-bid meeting held on 30-Jul-2020.

1	Name of work	Rendering of Security Services (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 17-Jul-2020; Time: 06:00 PM
3	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 04-Aug-2020
4	Bid Due Date	Date: 12-Aug-2020; Time: 04:00 PM
5	Opening of Techno-Commercial Bid	Date: 12-Aug-2020; Time: 05:00 PM
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders
7	Tender Document Cost (non-refundable) including GST	Amount: INR 1,18,000 (Rupees One Lakh and eighteen thousand only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
8	Earnest Money Deposit (EMD)	Amount: INR 45,00,000 (Rupees Forty-Five Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

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

Sd/-
CGM (Material)
Head (Contracts & Procurement)

The Odisha Mining Corporation Ltd.
(A Gold Category State PSU)
Registered Office: OMC House, Bhubaneswar-751001
Tel: 0674 2377509, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 17-Jul-2020
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 17-Jul-2020; Time: 06:00 PM
3	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 04-Aug-2020
4	Bid Due Date	Date: 12-Aug-2020; Time: 04:00 PM
5	Opening of Techno-Commercial Bid	Date: 12-Aug-2020; Time: 05:00 PM
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Rendering of Security 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 1,18,000 (Rupees One Lakh and eighteen thousand 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 45,00,000 (Rupees Forty-Five Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	5% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: Lt. Col Rajiv Nanda, AGM (Security) Phone No.: 0674-2377555
9	e-Mail address for submitting Pre-Bid queries	rajivnanda@odishamining.in; 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/14/2020 dated 17-Jul-2020

3. Disclaimer

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

The Odisha Mining Corporation Limited
(A Govt. of Odisha Undertaking)
OMC House
Bhubaneswar 751 001
Odisha, India
Phone No.: 0674-2377555
e-Mail: rajivnanda@odishamining.in; 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
BMI	Body Mass Index
BoQ	Bill of Quantity
DGMS	Director General of Mines Safety
DSC	Digital Signature Certificate
ECR	Electronic Challan cum Return
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
LWE	Left Wing Extremism
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
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RSO	Regional Security Officer
RTGS	Real Time Gross Settlement

SBI	State Bank of India
SPC	State Procurement Cell
SI	Security Inspector
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority
VDA	Variable Dearness Allowance

5. Definitions and Interpretations

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

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5 under “Instruction to Bidders”;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the NIT itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LOA)” means the written official intimation by OMC notifying the Preferred Bidder/ Service Provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

- 5.13 “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide NIT No. OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020 for Rendering of Security 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 Sl. No. 4 of the Schedule for the Tender hereof between OMC and the bidders for clearing doubts if any;
- 5.16 “Preferred Bidder” shall have the meaning given to it in Clause 8.21;
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the NIT and is qualified for opening of its Price Bid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Document Cost” shall have the meaning as set forth in Clause 8.6;
- 5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the NIT. Terms and expressions not defined anywhere in the Bid Documents

shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

6. Scope of Services

6.1 The selected service provider shall provide the following services to OMC as per the below mentioned timeframe:

Sl. No.	Name/ type of services	Contract period	Location for providing the services
1	Rendering of Security Services	5 years (Extendable up to another 5 years on year to year basis subject to assessment of the performance of the Service Provider)	Various locations throughout the State of Odisha (mentioned in Special Conditions of Contract)

6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. as are given in Special Conditions of Contract as enclosed in Annexure 2.

6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<u>Technical Criteria</u>	
7.1.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:</p> <p>i) Three similar completed Services of annual value not less than INR 20 crore each</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed Services of annual value not less than INR 30 crore each</p> <p style="text-align: center;">OR</p> <p>iii) Single similar completed Service of annual value not less than INR 40 crore</p> <p><u>Note:</u></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the work of providing Security Services</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
7.1.2	<p>The Bidder shall have at least 10 (Ten) years of experience in providing security services in State or Central Government organizations/ PSUs / Private organizations.</p> <p>(For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 500 Crore during any financial year preceding three consecutive Financial Years ending on 31.03.2020)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion Certificate from their clients/ employers, regarding successful completion of the services.</p>

#	Criteria	Required Documents
		(In case of any on-going contract, if the bidder needs to quote such contract for claiming experience, the completion certificate shall clearly, and in no uncertain terms, mention the scope of work delivered, and the value of the work executed till that point in time)
7.1.3	The Bidder should have its own Training Center for Security Guards in India or should have an arrangement with a Certified Training Center for undertaking such training of Security Guards in India.	a) Copy of relevant certification / agreement to be attached
7.1.4	The Bidder shall have a minimum of 40,000 Security guards/supervisors (as on date of tender) on its payroll & multiple offices across India	<ul style="list-style-type: none"> ▪ Copy of latest Electronic Challan Cum Return of EPF to be enclosed ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of Security guards/ supervisors on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. <p>However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OMC may carry out verification of the same if required.</p>
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 900 crore.</p> <p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>iii) Bidder should submit a solvency certificate in original issued by any</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</p>

#	Criteria	Required Documents
	<p>Nationalised/ Scheduled Commercial Bank for an amount at least INR 22.5 Crore. The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p>Note: Applicable 3 (three) years – FY 2017-18, FY 2018-19 and FY 2019-20.</p>	<p>c) Solvency certificate in original as set out in Clause 7.2 (iii) hereof, issued by any Nationalised / Scheduled Commercial Bank.</p>
7.3	Other Criteria	
7.3.1	The Bidder should be a Company as defined in Section 2 (20) of the Companies Act, 2013(Private or Public)	<p>Copies of</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate
7.3.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in Annexure 5
7.3.4	Tender Document Cost, EMD amount and Power of Attorney	<p>a) Proof of payment of Tender Document Cost; Please refer to Clause 8.6 for further details</p> <p>b) Proof of payment of EMD; Please refer to Clause 8.7 for further details.</p> <p>c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details</p>
7.3.5	The Bidder should have an office in Odisha as on the date of submission of Bid	<ul style="list-style-type: none"> ▪ Relevant GST registration document
7.3.6	The Bidder ought to have been covered by the labour legislations, such as EPF, ESI and Contract Labour (R&A) Act.	<ul style="list-style-type: none"> ▪ Copy of valid EPF & ESI registration certificate and valid Labour License

#	Criteria	Required Documents
7.3.7	The Bidder ought to have been registered under Odisha Private Security Agencies Rule, 2009	<ul style="list-style-type: none"> ▪ Copy of valid license issued by Home Dept. Govt. of Odisha
7.3.8	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding. Decision of OMC in this regard is final & binding on all such entities	

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the NIT, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the NIT). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is not allowed.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) 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
- 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
- 8.7 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 and his bid shall be summarily rejected.
- 8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.
- 8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:
- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
 - ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LOA or Agreement within the timeframe allowed by OMC;

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

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

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

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

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

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

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

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

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

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

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

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

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

- i) Documents Supporting Eligibility Criteria (Refer Clause 7)
- ii) Techno-Commercial Bid checklist as per Annexure 6
- iii) Mandate Form for Bank payment through e-mode as per Annexure 7
- iv) Signed copy of Integrity Pact as provided in Annexure 9 – to be signed by the Authorized Signatory of the Bidder
- v) Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in percentage (%) basis both in word & figure.. The Bidder shall quote the rate as per the Price Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

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

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

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

8.19 Evaluation of Techno-Commercial Bids:

- 8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionality or reservations.
- 8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16 of the Material deviation.
- 8.19.3 If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading/ submitting the requisite shortfall documents. 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 Clause 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1 of Techno-Commercial Bid.
- 8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Score, Ts shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	Experience of the firm	30		
1A	Contracts in providing security services of annual value not less than INR 20 crore each	20	<ul style="list-style-type: none"> ▪ 4 marks for each Contract in Public Sector Company / Public Sector Bank / Central or State Government Undertaking/ Private organizations. (For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 500 Crore during any Financial Year preceding three consecutive Financial Years ending on 31.03.2020) ▪ Max 5 contracts shall be considered 	<ul style="list-style-type: none"> ▪ Relevant contract and completion certificate issued by the client
1B	Experience in the area of providing security services	10	<ul style="list-style-type: none"> ▪ Greater than or equal to 10 years and less than 11 years = 5 marks ▪ Greater than or equal to 11 years and less than 12 years = 6 marks ▪ Greater than or equal to 12 years and less than 13 years = 7 marks ▪ Greater than or equal to 13 years and less than 14 years = 8 marks ▪ Greater than or equal to 14 years and less than 15 years = 9 marks ▪ Greater than or equal to 15 years = 10 marks 	<ul style="list-style-type: none"> ▪ Relevant contract and completion certificate issued by the client
2	Others	40		
2A	Number of Security Guards/ Supervisors in Bidder's payroll	10	<ul style="list-style-type: none"> ▪ Greater than or equal to 40,000 and less than 45,000 = 5 marks 	<ul style="list-style-type: none"> ▪ Copy of latest EPF challan and ECR document to be enclosed

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	all over India as on the date of tender		<ul style="list-style-type: none"> ▪ Greater than or equal to 45,000 and less than 50,000 = 6 marks ▪ Greater than or equal to 50,000 and less than 55,000 = 7 marks ▪ Greater than or equal to 55,000 and less than 60,000 = 8 marks ▪ Greater than or equal to 60,000 and less than 65,000 = 9 marks ▪ Greater than or equal to 65,000 = 10 marks 	<ul style="list-style-type: none"> ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of Security guards/ supervisors on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OMC may carry out verification of the same if required.
2B	Valid and effective Quality Assurances Certificate	10	<ul style="list-style-type: none"> ▪ ISO 18001 or ISO 45001 = 5 Marks ▪ ISO 9001 = 2.5 Marks ▪ SA 8000 = 2.5 Marks 	<ul style="list-style-type: none"> ▪ Copy of the corresponding certificates to be attached
2C	Number of Ex-servicemen from the defense forces/para-military in Bidder's payroll all over India as on the date of issue of tender	10	<ul style="list-style-type: none"> ▪ Greater than or equal to 150 and less than 300 = 5 marks ▪ Greater than or equal to 300 and less than 450 = 6 marks ▪ Greater than or equal to 450 and less than 600 = 7 marks ▪ Greater than or equal to 600 and less than 750 = 8 marks ▪ Greater than or equal to 750 and less than 900 = 9 marks ▪ Greater than or equal to 900 = 10 marks 	<ul style="list-style-type: none"> ▪ Copy of latest EPF challan and ECR document to be enclosed (Bidders may be asked to submit the requisite documents (Pension Payment Order - PPO) of 50-100 ex-servicemen for random verification)

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
2D	The Bidder should have experience in manning fully operational control rooms at various locations	10	<ul style="list-style-type: none"> ▪ Greater than or equal to 10 control rooms and less than 20 control rooms = 5 marks ▪ Greater than or equal to 20 control rooms = 10 marks 	<ul style="list-style-type: none"> ▪ Documentary evidence in favour of such operations must be furnished
3	Approach and methodology (A&M)	30		
3A	Quality of the presentation – the presentation should contain <ol style="list-style-type: none"> 1) Company profile 2) Major Security contracts undertaken - having annual contract value greater than INR 20 crore 3) Details of training infrastructure and facilities 4) Employment of technology in ongoing contracts to enhance security services 5) Awards and certifications 	30	Only those Bidders who fulfill the requirements of the eligibility criteria (as given in Clause 7) would be asked to give a presentation on their approach & methodology. The venue of the presentation shall be the OMC office at Bhubaneswar. The Bidders may also be asked to give the presentation on virtual platforms.	
Technical Score, T_s		100		

8.20 Opening and Evaluation of Price Bids

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

8.21 Preferred Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the LOA. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LOA. The Preferred Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LOA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 Tie-Bidders:

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

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

Additionally, the Preferred Bidder shall have to follow the stipulations laid down in the Odisha Private Security Agencies Rules, 2009 before signing the Agreement.

8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Head Office, OMC upon issue of LOA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and

payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security shall remain valid for 15 (fifteen) months for each contractual year from the start of each year. Upon receiving the letter of acceptance from OMC to commence work for the next contractual year's operation, the performance security shall be recalculated for the concerned Contractual year as per the formula:

Amount = 5% of Annual Contract Value of the relevant Contractual Year

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

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

9. Additional Instructions to Bidders

9.1 Pre-bid meeting:

A pre-bid meeting shall be arranged by OMC; the venue, 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 of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. This is required to ensure that OMC can make adequate arrangement for hosting the Pre-bid meeting, depending upon the total number of attendees. However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

This meeting is to be conducted to clarify and redress all doubts and difficulties of the Bidders.

10. E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted 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 contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Document Cost and EMD
 - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 10.5.3 Payment of Tender Document Cost and EMD: Tender Document Cost and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using

his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) 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) 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) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender 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 in terms of Clause 8.21. The LOA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract-Services

1. Definitions

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

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

2. Scope of Services

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

3. Instructions, Direction & Correspondence

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

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

4. Service Order / Agreement Obligations

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

5. Modification in Service Order / Agreement

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

6. Use of Service Order / Agreement Documents & Information

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

7. Performance Security

- 7.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 7.2. The Performance Security shall be for due and faithful performance during the period for execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LOA, or
 - If the service provider abandons the work before its completion, or during its extended period
 - If the work performed by the service provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the service provider.
- 7.3. The proceeds of Performance Security shall be forfeited and appropriated by the OMC as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the OMC may be entitled to as per terms and conditions of Service Order / Agreement.
- 7.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8. Delivery of Services

- 8.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.

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

9. Terms of Payment

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

9.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider.

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

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

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

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

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

10.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, the OMC management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

11. Cancellation of Service Order / Agreement

11.1. If the service provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to

another entity at his risk and cost. Further the Service Order/Agreement could be terminated if:

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

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the service provider. OMC may also impose further penalties on the service provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 11.1

12. Right to risk for procurement/ rendering of services

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMC shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and

recover from the service provider all charges/expenses/losses/damages which may be suffered by OMC, at the risk and cost of the service provider, after giving 15 (fifteen) days of notice to the service provider. This will be without prejudice to the rights of OMC for any other action including termination of the Service Order / Agreement.

13. Force Majeure

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

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

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

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

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

14. Dispute Resolution

14.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OMC and the service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute

between the parties, it is agreed that a discussion shall be held between the service provider and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

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

15. Governing Language

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

16. Notices

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

17. Permits & Certificates

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

18. General

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

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

18.3. Losses due to non-compliance of Instructions

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

18.4. Recovery of sums due

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

19. Liability and Indemnity

19.1. Service provider shall indemnify, defend and hold OMC harmless against:

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

constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and

- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The service provider shall not utilize OMC’s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the service provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

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

20. Blacklisting

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

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

21. Insurance

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

22. Statutory and Legal requirements

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

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

- 23.1. The service provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

- i) Social accountability standard SA8000 standard – details available at the website. OMC is likely to adopt this certification standard in the near future and towards this the service provider shall ensure that all certification requirements applicable to it are met by it at its own costs.
- 23.2. ISO certification: OMC is an ISO 9001: 2000 certified organization. The service provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

24. Safety

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

Annexure 2: Special Conditions of Contract

1. General

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

2. Scope of work, service requirements including technical parameters

2.1. Purpose/ Objectives of the Assignment:

- 2.1.1. The Service Provider shall provide Security Services at various locations of OMC in different parts of the State of Odisha. The service provider shall deploy the following security personnel at Head Office/ Mines/ ROs and Government of Odisha Mining Circles
- a. Security Guards
 - b. Supervisors
 - c. Assistant Security Officer
 - d. Security Officer
 - e. Training and Admin Officer at HO (at the rank of Security Officer)
 - f. Zonal Security Officers
 - g. Head Security Officer
- 2.1.2. The selected Service Provider shall have the complete responsibility to provide security to the OMC and its Mines/ Camps/Plots/ Offices including Head Office at Bhubaneswar and Government of Odisha Check Gates/Weigh Bridges under different Mining Circles as stated in the Appendix-B appended to the Special Conditions of Contract round the Clock for 24 hours a day consisting of requisite numbers as in the Appendix-B in eight hour shifts by providing the required number of Security guard / security personnel for each Mines/Camps/Plots/Offices Head Office at Bhubaneswar and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles to be deployed under instructions and control of such authorized officers of the OMC
- 2.1.3. The Security guard / security personnel so deployed will be under obligation to discharge any other security duty as required by the OMC or their Officers in charge of the Mines/Regional Offices/Plots/ Offices and Government of Odisha Check Gates/Weigh Bridges under different Mining Circles even when they are not on shifts duty.

- 2.1.4. The selected Service Provider shall be held responsible for conduct, deeds of its Security Guard/ Security Personnel deployed in different Mines/Camps/Plots/Offices Head Office at Bhubaneswar and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles.
- 2.1.5. The selected Service Provider shall have over-all responsibility to protect the property / Assets / Stores/ Spears records and employees of the OMC in Mines/Camps/Plots/Offices and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles where their security personnel are deployed.
- 2.1.6. The selected Service Provider shall provide security services through its Security guards / security personnel which shall, inter alia, include regulating the entry and exit of vehicles /Material/Personnel through the barriers and check gates established at the Mines/Camps/Plots/Offices as per the procedure prescribed by OMC, and such other duties and at such other places as directed by the Officers of the respective Mines/Camps/Plots/Offices Head Office at Bhubaneswar and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles.
- 2.1.7. That all security personnel by the selected Service Provider for deployment shall at all point of time continue to be the employees of the selected Service Provider for all purposes and the selected Service Provider shall employ and maintain the security personnel at its own cost and expenses and shall:
- i. Keep the security staff and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of dress/uniform and safety & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Service Provider will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner.
 - ii. Provide to the personnel standard common uniform as per of terms and conditions of contract for all seasons. The Service Provider has to provide 2 (two) pairs of uniform on yearly basis to the security personnel at free of cost without recovery from them. The clothes worn by the private security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every security guard will carry a notebook and a writing instrument with him. Every security guard, while on active security duty, will wear and display the photo identity card issued under Section 17 of the Act (i.e. Private Security Service Provider

(Regulation) Act, 2005) on the outer most garment above waist level in a conspicuous manner.

- iii. Provide weapons (Batons) as per the requirement of rank/status of security personnel for protection. The selected Service Provider shall obtain license(s) as may be needed under the Arms Act from the District Magistrate and other competent authorities and the OMC shall not be held responsible in any manner criminally or otherwise if the security personnel engaged by the selected Service Provider will use fire arms etc. in the discharge of their duties.
- iv. Provide to the security personnel the other necessary stores like torches, search light, binoculars etc. At its own cost without recovery it from its employees.
- v. The selected Service Provider shall ensure submission of all statutory monthly/ weekly / half yearly/Annually returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to the OMC along with payment particulars. If the selected Service Provider fails to comply and effect payment to the aforesaid competent authorities, then the OMC shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Service Provider. But the OMC is in no way liable for these lapses on part of the selected Service Provider.

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

- i. The security personnel deployed by the selected Service Provider shall perform round the clock watch and ward duties in three shifts i.e. eight hours in each shift as per the shift arrangement made by the concerned Officer-in-Charge of Mines/Camps/ Plots/ Offices and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles
- ii. That the place of duty and nature of duty will be fixed by the OMC as per their requirements. The selected Service Provider will replace any security personnel within 48 hours if the OMC finds that their performances not satisfactory. For any breach of contract by any security personnel deployed by the service provider, OMC shall maximum give 3 warnings (no. of warnings shall depend upon the nature of the breach), after which the selected service provider shall be asked to replace the concerned personnel.
- iii. The selected Service Provider shall increase or decrease the strength of security personnel as per the requirement of the OMC within one month of notice.
- iv. The selected service provider shall transfer the security personnel periodically to obviate their collusion/ association / intimacy with the OMC/Staff/dealers/transporters/Suppliers or their agents and brokers.

- v. Not allow the security personnel to collude/align with the employees of the OMC/dealers/ transporters/supplies and their agents and brokers or to join in any trade union or take part in any agitation

2.2. Detailed Scope of Work

2.2.1. Details are mentioned as follows:

- i. The Service Provider shall provide Security services by deploying security guards/personnel, who shall safeguard the perimeter (as described in Clause 2.1.2 of Special Conditions of Contract), movable and immovable assets/inventories and equipment and also guard entry/exit points from any theft, pilferage or damage and also ensure safety of the employees or any other persons working therein.
- ii. The Supervisors & Security Officers shall preferably be earmarked from the various Zilla Sainik Boards and to be selected by a team of officials of OMC. The Security Guards (preferably ex-servicemen from Zilla Sainik Boards) should be less than 40 years age, be physically fit and have minimum height of 5'6" and should not be overweight Nominal roll with photographs and all details of all the guards, location-wise shall be forwarded every quarter to the Head of Security, OMC
- iii. The security personnel shall be deployed round the clock in 3 shifts at the Mines/Camps/ Colonies/ Plots/Offices/Guest House/Hospitals etc. Govt. of Odisha Check Gates/Weigh Bridges & Office of the Directorate of Mines, Bhubaneswar on 24 x 7 x 365 days basis and other places as and when required by OMC. Each personnel shall perform only one shift duty per day.
- iv. The number of security personnel can also be increased/decreased by OMC at any point.
- v. Any individual found unfit at any point by Head of Security, OMC shall be replaced immediately (within 48 hours). Fitness tests shall be carried out in accordance with Clause 2.4 of Special Conditions of Contract.
- vi. The Service Provider shall ensure proper inward and outward movement of men, materials and vehicles, etc. as per instructions given from time to time by the Head of Security, OMC. It should be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any place & time wherever they are on duty.
- vii. The Service Provider shall control unauthorized entry or exit of vehicles in and around OMC premises and carry out surveillance of the allocated area and to collect intelligence input and share those with Head of Security, OMC.

- viii. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of Head of Security, OMC.
- ix. The Service Provider shall provide other security related services on a need basis as and when informed in writing by the Head of Security, OMC.
- x. The security personnel must be trained, as required by PSARA rules (Private Security Agencies Regulations Act) in the handling of fire-fighting equipment, to undertake rescue operation and provide first-aid in case of emergency, use security equipment including CCTV system, basic knowledge of computer, use of wireless sets and basic knowledge of etiquettes to interact with the guest in addition to learning basic rules of security. Additional details on training are provided in Clause 2.5 of Special Conditions of Contract.
- xi. In addition, the security personnel must have knowledge on the following subjects:
 - A. Leadership and Management**
 - Conduct in Public
 - Proper Wearing of Uniform
 - Crowd Control
 - Law of Private Security Service Provider
 - Access Control
 - Examining identification papers
 - Local language, Hindi & English
 - Leadership & Management (For Supervisors and above only)
 - B. Technical**
 - Fire Fighting
 - First-Aid
 - Identification of different types of arms in use in public and police
 - Security Equipment
 - C. Emergency Response**
 - Physical Security
 - Disaster management
 - Crisis Response and Rescue Operation
- xii. All Supervisors, ASOs, Training and Admin Officer, and Security Officers should preferably be Ex-servicemen from Armed Forces/ Paramilitary Forces/ State Police Cadre.
- xiii. The security personnel deployed shall take regular rounds of the premises (as defined in Clause 2.1.2 of Special Conditions of Contract) & should be vigilant and remain alert to avoid any unforeseen event, to maintain Law and order prevent breach of peace at threshold.

- xiv. The security personnel shall be duly trained in Fire & Safety Operations. They should be trained to operate various fire control equipment, if any, installed at the OMC Premises and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles or as the places may be assigned from time to time
- xv. The Service Provider shall keep the Head of Security, OMC of OMC informed of all the matters relating to security and co-operate in the investigation of any incident relating to security, law and order and breach of peace and intelligence related inputs.
- xvi. The Service Provider, as required by OMC, shall install and maintain Security gadgets/ infrastructures (e.g. Boom Barriers, IR Surveillance cameras, face recognition system, attendance cum ID cards, alarm systems) at locations as desired by OMC. The Service Provider install security gadgets as per specifications and of reputed companies, will operate and carry out periodic update and upgrades as per latest technology in market. The gadgets/equipment shall always be in functional mode and manned as per direction on the subject by Head of Security, OMC. The cost of such installation shall be in two heads i.e. capital expenditure & operational expenditure.
- xvii. The service provider shall carry out the installation of the Security Gadgets/ infrastructure as and when required by OMC. The cost of such supply, installation and maintenance shall be decided mutually between OMC and the service provider. This cost shall be separately reimbursed by OMC.

2.3. Eligibility Criteria for Security Personnel:

2.3.1. The Service Provider shall ensure that the Security guard / security personnel deployed is healthy and as per eligibility criteria as mentioned below. The Service Provider will get their antecedents; character and conduct of individual security personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to OMC failing which these individual cannot be employed as guards. Any individual found unfit by Head of Security, OMC shall be replaced immediately (within 48 hours).

2.3.2. As the Mines/Prospecting camps of OMC are mostly located at Sensitive LWE affected districts the Security Officers, Asst. Security Officers and Security Supervisors will have the following eligibility criteria:

#	Key	Eligibility Criteria
1	Security Guards	<ul style="list-style-type: none"> • No Security guard in OMC duty shall be more than 40 years of age • Under no circumstance local persons shall be deployed within 50 KM of his permanent residence to attend security duties in OMC
2	Supervisors	<ul style="list-style-type: none"> i. Naib Subedar/Havildars from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police only. ii. Tradesman from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police will not be eligible. iii. Not more than 50 years of age for initial recruitment purpose and age criteria for retirement as given in private Security Agencies (Regulation) Act, 2005. iv. Medical category SHAPE 1.
3	Assistant Security Officer (ASO)	<ul style="list-style-type: none"> i. Subedar Major/ Subedar from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police only. ii. Not more than 54 years of age for initial recruitment purpose and age criteria for retirement as given in private Security Agencies (Regulation) Act, 2005. iii. Medical category SHAPE 1.

4	Security Officer (SO)	<ul style="list-style-type: none"> i. Hony. Captain/ Lieutenant on Active List from Infantry, Artillery and Armored Corps, Mechanized Infantry, Engineers, Signals and Corps of Military Police only. ii. Not more than 55 years of age for initial recruitment purpose and age criteria for retirement as given in Private Security Agencies (Regulation) Act, 2005. iii. Medical category SHAPE 1.
5	Zonal Security Officer	<ul style="list-style-type: none"> • Retired commissioned Officers/ Short Service commissioned officers in the rank Major or equivalent, from the armed forces, paramilitary forces, below 45 years of age
6	Head Security Officer	<ul style="list-style-type: none"> • Retired commissioned Officers/ Short Service commissioned officers in the rank Lt. Colonel/ Colonel or equivalent, from the armed forces, paramilitary forces, below 50 years of age

Note:

1. Security Personnel in the rank of Supervisors and above shall be deployed only post approval from OMC.

- 2.3.3. The full particulars of the personnel to be deployed by the Service Provider shall be furnished to concerned mines/regional office of OMC along with testimonials before they are actually deployed for the job. The selected Service Provider shall furnish OMC and/ or the authorized officers the following documents in respect of each Security guard/ security personnel:
- a. Proof of Permanent Address
 - b. Proof of Temporary / Local address.
 - c. One pass-port size photograph.
 - d. Proof of training/ experience in security services.
 - e. Photo ID card provided by the Security Service Provider.
 - f. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
 - g. Police verification certificate.
 - h. Existing UAN number of each security personnel & drivers
 - i. Certificates of training undertaken by each Security guard/security personnel
- 2.3.4. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of Head of Security, OMC. In case of separation of any existing security person due to resignation/termination/death or any other reason whatsoever the same needs to be substituted as per eligibility criteria.
- 2.3.5. A local representative of Service Provider shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of Officer in charge of Security.
- 2.3.6. The Service Provider shall deploy security guard trained in all facets of security work, including firefighting and the Service Provider shall provide necessary documentary evidence in this regard.
- 2.3.7. A senior level representative of the service provider shall visit the site of deployment at least fortnightly/monthly and review the service performance of its personnel. During the weekly visit, service provider's representative will also meet the Unit Head and Officer-in-charge security for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The Head of Security, OMC on behalf of the OMC or his authorized representative may review the work of the Service Provider.
- 2.3.8. The Service Provider shall ensure that any replacement of the personnel, as required by OMC for any reason specified or otherwise, shall be effected promptly without any additional cost to the OMC. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior concurrence of the OMC at the Service Provider's own cost.

- 2.3.9. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of the OMC. The security personnel shall abide by the provisions of law. Police verification is mandatory for employment.
- 2.3.10. Under no circumstances the dependent, family members of existing OMC employees/ Ex-employees shall be deployed as Security guard in same station where the employees of OMC is working and in case any dependent/family members deployed as Security guard at any places, the same shall be intimated to the Head of Security, OMC promptly.

2.4. Fitness Standards

2.4.1. Security personnel deployed at OMC shall, at all times, adhere to the below fitness standards:

#	Age (Years)	Run	Bent Knee Sit-Ups	Push Ups	Sprint Run
1	Less than 30	2 km within 12:30 mins	25	20	300 m within 75 sec
2	30 to less than 35	2 km within 13:30 mins	20	18	300 m within 78 sec
3	35 to less than 40	2 km within 15:00 mins	20	15	300 m within 80 sec
4	40 to less than 45	2 km within 16:30 mins	15	15	300 m within 90 sec
5	45 to less than 50	1.5 km run within 12 mins	15	15	300 m within 110 sec
6	50 and above	1.5 km run within 14 mins	Not Applicable	Not Applicable	Not Applicable

- 2.4.2. Physical tests shall be conducted for all personnel by a team designated by Head of Security of OMC once in every six (6) months. Medical fitness check of relevant parameters (such as BMI etc.) shall be carried out jointly by medical authorities and Head of Security of OMC.
- 2.4.3. Physical standards may get updated from time to time and OMC may accordingly update them. The selected service provider / deployed security personnel shall be asked to comply with the same.
- 2.4.4. Security personnel failing to meet the above fitness standards shall be promptly replaced by the service provider (within 48 hours).

2.5. Training

- 2.5.1. All Security personnel deployed must be trained as per the Private Security Agencies Regulation Act, 2005 in agencies approved in the Act.
- 2.5.2. Additionally, all Security personnel must undergo mandatory training in each year. For this purpose, the service provider has to prepare a customized curriculum for periodic training of security personnel deployed in duty at OMC premises. The curriculum must be prepared and must be approved by OMC within 15 days from the start of each Contractual year.
- 2.5.3. The Training schedule may be customized under 2 heads:
 - i) Annual refresher Course including technological upgrades;
 - ii) Mining specific training incorporating latest industry specific SOPs and regulations as may be updated from time to time
- 2.5.4. The entire training programme shall be approved and monitored by the Head of Security, OMC. Necessary changes as suggested by OMC shall be incorporated from time to time without fail
- 2.5.5. Copy of the details of trainings undertaken by each security personnel as well as relevant certificates must be submitted to Head of Security, OMC for inspection and verification.
- 2.5.6. OMC shall reimburse Annual Training allowance of INR 1,000 per security personnel per year. The amount shall be paid at the end of each contractual year subject to furnishing of required documentary evidences by the service provider and certification from Head of Security, OMC regarding satisfactory conduct.

2.6. Accommodation:

The Security Personnel shall be provided with barrack type accommodation or any other accommodation as available in the mines/place of deployment free of cost. However, the unfurnished accommodation will be provided by the OMC at Mines/ Camps / Plots/Offices and Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles to the Security Personnel subject to availability.

2.7. Medical:

2.7.1. Medical facilities

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

2.7.2. **Medical Examination:**

The Service Provider at his cost shall arrange for initial and periodical medical examination of his employees as per Mines Rule'1955. However, in case the Service Provider does not do the same, OMC Ltd may do the same on behalf of the Service Provider and the entire cost so borne shall be deducted from the payables of the Service Provider.

2.7.3. **Epidemic/ Contagious diseases:**

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

2.8. **Vehicle:**

- a. The service provider shall provide A.C. hard top utility vehicle not more than 1 year old, suitable for easy movement as per the place of deployment is enclosed at Appendix-A.
- b. The vehicles will be used for the mobility / patrolling purpose, etc for 03 shift operation. During the period of contract, all the applicable statutory obligations/ requirements shall have to be fulfilled by the Service Provider. The Service Provider shall submit attested photocopies of relevant valid documents of the vehicle deployed by him to the concerned security in-charge of the Unit/Office.
- c. OMC may ask the service provider to increase / decrease the numbers of vehicles to be deployed at various locations. The service provider shall have to comply with the same and deploy/withdraw the vehicles within 15 days of such intimation. Failure to do so, may lead to termination of the Agreement.
- d. The Service Provider will ensure that no driver engaged for the vehicle shall be allowed to work more than 06 days in any one week.
- e. No driver shall be required or allowed to work for more than 48 hours in any week or for more than 9 hours in a day.
- f. The period of work of any such driver shall be so arranged that along with his interval for rest , they shall not in any day spread over more than 12 hours & that he shall not work for more than 05 hours continuously before he has had an interval for rest of at least half an hour.
- g. The Service Provider shall enroll the name of all the drivers deployed for the vehicles in all the relevant statutory registers like other security personnel.
- h. The Service Provider 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 all the drivers deployed.

- i. The Service Provider has also to extend all benefits to all the drivers so deployed including but not limited to Provident Fund, ESI (where applicable), Bonus, Gratuity, minimum wages, Leave wages/Encashment, Compensation etc.
- j. In case of any requirement, the service provider shall also provide a bus of suitable capacity with due approval of Head of Security, HO. The service provider shall have to comply with the same and deploy the bus within 15 days of such intimation. The hiring/ POL charges shall be as per the existing vehicle contract of OMC.

2.8.1. Hours and Limitation of engagement of Drivers:

- a. Weekly day of rest: No driver shall be allowed to work for more than six days in any one week. The concerned driver shall be allowed one day rest/off day per week. However, as per the discretion of the local authority, rest/off day can be allowed on any day of work.
- b. Working time: Generally, all drivers shall be engaged for 12 hours or 24 hours basis. In case of the vehicles engaged on 24 hours basis, the Service Provider shall have to provide required numbers of qualified drivers for the vehicle having requisite licenses. Normally, these vehicles are to be put on duty in those mines/regions where 3-shift operation is going on or in case of exigency. The period or work of any person/driver shall be so arranged that along with his interval for rest, they shall not in any day spread over more than twelve hours, and that he shall not work for more than five hours continuously before he has had an interval for rest of at least half an hour.

2.8.2. Payment against vehicle hiring and POL

- a. OMC shall separately provide payments for Vehicle Hire Charges and the POL to the service provider.
- b. For Vehicle Hire Charges (including wages and other statutory benefits of the driver), OMC shall make payments in accordance to OMC's existing vehicle contract terms, conditions and rates that have been discovered in each Mine / Regional Office / Head Office of OMC. As and when the Vehicle Hire charges are revised / discovered via new tenders floated by the concerned region of OMC, the Vehicle Hire charges payable to the service provider shall be accordingly revised.
- c. POL shall be provided by OMC based on actual distances travelled as per the rates provided in respective vehicle contracts of Mine / Regional Office / Head Office. For example, the current rates mentioned in the existing vehicle contract is as follows:

#	Type of Vehicle	POLs to be supplied
1	Bolero (AC)	1 liter for every 11 Km

However, there shall be a distance capping of 3,000 km for each vehicle per month, beyond which approval of concerned Regional Manager in consultation with Head of Security, OMC shall have to be obtained.

- d. OMC's existing vehicle contract's major terms & conditions and monthly hire charges are incorporated in Appendix-C of Special Conditions of Contract. In the event the terms & conditions and monthly hire charges change in the subsequent vehicle's contracts, the service provider shall have to adhere to the same.

2.9. Other Terms and Conditions:

- 2.9.1. The successful Service Provider shall deploy its personnel within 15(Fifteen) days of receiving the work order after obtaining Labour License as per the Contract Labour (R&A) Act & Rules.
- 2.9.2. The Service Provider should ensure that, all security personnel are issued with ESI Cards within 90 days after issue of contract. Confirmation of same shall be forwarded to Head of Security, OMC.
- 2.9.3. The Service Provider shall continue the existing PF UAN No of existing security personnel in case they are continuing the deployment.
- 2.9.4. The personnel shall be deployed for 08 hours shift duty daily and the working hours will not exceed 48 hours in a week. National /Public holidays will be treated as working days and there shall be no extra claims by the selected Service Provider for the same.
- 2.9.5. The Service Provider shall provide the following accessories to each security personnel on yearly basis at its own cost.

#	Item	Quantity
1	Uniform	2 Pairs
2	Woolen Cloth	1 Piece
3	Safety Shoes	2 pairs
4	Socks	2 Pairs
5	Cap	2 Pieces
6	Belt	2 Pieces

#	Item	Quantity
7	Hand Gloves	2 Pairs
8	Whistle	1 Piece
9	Identity Card	1 Piece
10	Name Plate	1 Piece
11	Baton	1 Piece
12	Torch (3 Cell)	1 Piece
13	Signaling Torch	1 Piece
14	Raincoat	1 Piece
15	Helmet	1 Piece

These items shall be issued in the presence of a committee as prescribed by Head of Security, OMC. The items shall be issued in the first month of each Contractual Year.

OMC shall separately reimburse outfit allowances to the service provider subject to the following ceilings:

- a. INR 10,000 per security personnel per annum (for Security Guards) – inclusive of GST
 - b. INR 12,000 per security personnel per annum (for other officers) – inclusive of GST
- The reimbursement shall be on the basis of the actual items issued to the number of security personnel provided in the deployment plan (Refer Appendix-B of Special Conditions of Contract) subject to above mentioned ceilings. The service provider shall provide necessary supporting documents to claim the above reimbursement.

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

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

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

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

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

- 2.9.7. The Service Provider shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Service Provider shall give an Undertaking in this respect and payment can be released basing upon the Undertaking.
- 2.9.8. In case of any loss that might be caused to OMC due to lapse on the part of the security personnel discharging security responsibilities, such loss will be borne by the Service Provider and in this connection, the OMC shall have the right to recover the loss including by deducting appropriate amount from the invoice of security Service Provider to make good such loss to the OMC besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, OMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever
- 2.9.9. In the event of any security personnel being on leave(including Casual Leave & sick /absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Service Provider shall make provision for leave reserve and provide the same under intimation to OMC. Under no circumstances any personnel will be allowed to be on duty beyond one shift.
- 2.9.10. As and when required for augmentation of security either on temporary/ permanent/ emergent basis, the service provider will provide such security personnel under the same terms and conditions. If the security personnel deployed by the Service Provider any time are found absent from duty or sleeping or found engaged in irregular activities, the Security I/C shall deduct the requisite amount at the pro-rata rates from the invoice of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
- 2.9.11. The Service Provider shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The service provider shall submit to the OMC an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the officer in charge of the OMC security.
- 2.9.12. The Security personnel deployed by the Service Provider shall be literate so as to able to handle SMART PHONES for clicking photography of visitors and recording of movement and Electronics Gadgets and be able to make entries in the registers kept at the security desk / booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

- 2.9.13. In case of non-compliance/ non-performance of the services according to the terms of the contract, the Head of Security, OMC shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- 2.9.14. The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Bidder shall fully indemnify the concerned Mines/ Camps/ Plots/ Offices of OMC against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in premises/facility.
- 2.9.15. The decision of OMC in regard to interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the service provider.
- 2.9.16. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 2.9.17. The Service Provider shall report occurrence of all accidents of their employees arising in the course of work and shall effect payment of compensation as per the workmen's Compensation Act-1923 as amended from time to time with the prescribed time limit. In case of any accident, the Service Provider must immediately bring the said fact to the notice of the concerned Manager/ Unit Head/ Head of Security, OMC) in writing, who shall send necessary notice to concerned authorities within 24 hours of accordingly.
- 2.9.18. In the event of Service Provider's failure to pay/ deposit with the commissioner, the amount of compensation payable under the workmen's Compensation Act-1923, the OMC shall have the right to set apart the relevant amount from pending invoices or other assets of the Service Provider with them for the settlement of the claim arising under the said Act as Rules at their own discretion and the Service Provider shall bear the full responsibility in this behalf, in case the Service Provider fails to report within 2 hours after occurrence of accident, then the non-reporting will be taken as violation of the present agreement by the Service Provider and OMC Ltd. reserves the right to take action as recommended under the mines statute and this will be treated as breach of agreement provision/ terms.

3. Contract period

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

- 3.3. OMC shall review the operational performance of the selected Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OMC will issue a letter to the service provider for continuing the work for the subsequent Contractual Year. If the performance of the service provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the service provider is reviewed.
- 3.4. If the selected service provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case the OMC Ltd. will be free to award the balance tendered work to other service providers at L-1/ negotiated price (Service charges).
- 3.5. At any point of time or at the end of any year, OMC can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.
- 3.6. The Contract Period may be extended for another five (05) years at the sole discretion of OMC Limited based on annual assessment of the performance on the same rate, terms & conditions.

4. Licensing requirements, statutory compliances and certifications

- 4.1. The service provider must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.

In case any other permission or Certificate is required for providing Contract Labour to the Company, the service provider will be required to submit the same within a month of award of the work. The service provider would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photo-copy of Registration with Government Labour Department and Licence shall be submitted to OMC

5. Statutory and Legal requirements

- 5.1. **Manpower Deployment:**

- 5.1.1. In respect of all manpower deployed by the service provider for the delivery of services to OMC, the service provider shall comply with all legislations and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract
- 5.1.2. The service provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor(R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.
- 5.2. **Statutory Laws:**
- 5.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost.
- 5.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, OMC shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 5.2.3. The service provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the OMC and other authorities as and when required under any applicable laws
- 5.2.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. OMC will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in OMC.

- 5.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.
- 5.2.6. There will be no relationship of Employer – Employee between the OMC and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OMC.
- 5.2.7. The service provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.

5.3. **Payment of Gratuity Act, 1972**

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

6. **Payment terms:**

- 6.1. The service provider shall be provided the following payments
- i) Payments to security personnel - based on the actual number of personnel deployed, attendance, etc. along with the Quoted/Negotiated Service charge
 - ii) Reimbursement of Outfit allowance - in accordance to Clause 2.9.5 of Special Conditions of Contract
 - iii) Reimbursement of Annual Training allowance - in accordance to Clause 2.5 of Special Conditions of Contract
 - iv) Reimbursement of vehicle hiring charges and POL - in accordance to Clause 2.8.2 of Special Conditions of Contract

No Quoted/Negotiated Service charge shall be applicable on reimbursements mentioned in Sub-Clause ii), iii) and iv) of 6.1.

6.2. The Service Provider shall be paid for each category of security personnel at the following rates plus quoted / negotiated Service charges.

# (a)	Description (b)	Security Guard – (Skilled Category) (INR) (c)	Supervisor (INR) (d)	Asst. Security Officer (INR) (e)	Security Officer (INR) (f)	Zonal Security Officer (INR) (g)	Head Security Officer (INR) (h)	Grand Total (INR) (h)
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						

# (a)	Description (b)	Security Guard – (Skilled Category) (INR) (c)	Supervisor (INR) (d)	Asst. Security Officer (INR) (e)	Security Officer (INR) (f)	Zonal Security Officer (INR) (g)	Head Security Officer (INR) (h)	Grand Total (INR) (h)
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	22146.60	35,000 (Consolidated)	45,000 (Consolidated)	90,000 (Consolidated)	1,65,000 (Consolidated)	2,25,000 (Consolidated)	
11	Total Security Manpower Cost	22146.60 x --- nos. of SGs	35,000 x --- nos. of Sup	45,000 x --- nos. of ASOs	90,000 x --- nos. of SOs	1,65,000 x --- nos. of ZSC	2,25,000 (Consolidate d) x --- nos. of HSO	$h = (c+ d+ e+ f + g + h)$ of Col.11

Note:

- i. Retention amount @ 20% of basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Bonus (8.33%), Gratuity (4.81%), Leave/ Holiday wages (6.03%), and other risk components like, damage/loss to OMC property, other suspected sabotage etc.
(However, this shall be refunded after meeting the concerned liability/loss, if any, and submission of proper documentary evidence at concerned RO/HO level)
- ii. Basic wages indicated above are as per rates effective w.e.f. 01.04.2020
- iii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iv. The strength of security personnel may vary (i.e. increase/decrease) and subject to review once in every six months.

- v. Applicable Income Tax and GST shall be deducted at source.
- vi. Training and Admin Officer at HO shall be at the rank Security Officer.
- vii. The quoted/negotiated Service charge shall be applicable only on Total Security Manpower Cost as mentioned in Clause 6.2 of Special Conditions of Contract.
- viii. OMC shall pay consolidated monthly payments for security personnel except for Security Guards. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.

- 6.3. The Service Provider shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice. However, ESI contribution may be applicable if the workplace/ Mines is covered / notified under ESI. If ESI is not applicable in the particular Mines, Insurance coverage under work Men/ Employee Compensation Act shall be ensured.
- 6.4. The salary of all employees deployed at various locations as mentioned in the Appendix-B & Drivers deployed for the vehicles shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to OMC. No cash payment is allowed.
- 6.5. The Service Provider will keep OMC indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 6.6. The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 6.7. The Service Provider and the Service Providers employees shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Security Service Provider and their security staff in such activities, action will be taken against the Service Provider like removal of the Service Provider from the list of the security providers/such security employees will not be taken further on duty/contract will be terminated and consequential forfeiture of bid security already deposited against the contract.
- 6.8. The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees (including drivers) as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the service provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of security personnel & drivers. The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the security personnel & drivers have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 6.9. The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit

the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the security Service Provider in respect thereof which may arise.

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

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the Security Guards, consolidated wages provided to other Security Personnel and vehicle hiring charges/POL.

In case of invoice submitted at Regional Offices, the concerned Regional Manager shall endorse the invoice to Head of Security, OMC at Head Office (after obtaining statutory compliance certificate and Finance Clearance from welfare/ personnel and finance respectively) with proper certification for releasing the payments. Head of Security, OMC shall then endorse the invoice to Finance Section, HO for final release of payments.

In case of invoice submitted at Head Office, the Head of Security, OMC shall directly endorse the invoice to Finance Section for final release of payments (after obtaining statutory compliance certificate from Welfare/ Personnel section of HO). The above documents except attendance and Wages Sheet are not applicable for first monthly invoice .

It may be noted that for the security personnel deployed at Government of Odisha Check Gates/Weigh Bridges under different Mining Circles, the service provider shall submit a separate invoice.

- 6.13. Monthly Service charges will be released on the joint certification of concerned security in-charge & Labour Welfare personnel that the Service Provider has complied with all the statutory or obligatory or both provisions/benefits of the personnel (Security & drivers) deployed by the service provider.
- 6.14. In case that invoices of the service provider are not submitted in time or submitted with improper documentations, the respective Regional Managers and Mines Managers shall intimate the same to Head of Security, OMC on quarterly basis. Based on this report the extension of contract shall be decided. Similarly, any legitimate dues which are not paid by the Service Provider shall be intimated to Head of Security, OMC by respective Regional Manager/Mines Manager.
- 6.15. The Head Security Officer shall forward letter to Head of Security, OMC to certify that, payments are made on due time and other dues (dress & equipment) are fulfilled as per contract Terms & Conditions. The same shall be forwarded to Head Security Officer by Zonal Security Officer from the Service Provider for onward submission to Head of Security, OMC.
- 6.16. Security Deposit (SD) @ 20% on Basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Bonus, Gratuity, Leave/Holiday wages, and other risk components like damage/loss to OMC property, other suspected sabotage etc. The SD shall be released after completion of the each contractual year upon clearance of all above dues. However, this can be refunded after meeting the concerned liabilities/loss and submission of proper documentary evidence at concerned RO/HO level.
- 6.17. Before releasing the SD, the LW personnel/Regional Head shall bear in the mind that after payment of above dues, no such liability shall remain for the future of OMC in respect of the above work under this contract.
- 6.18. For releasing of SD in final Contractual year, the service provider shall submit a No-claim Certificate to OMC stating that the service provider shall no claim against this Contract ,other than SD and Performance Security.

- 6.19. The Performance Security in the final Contractual year shall be released only after the release of final SD.
- 6.20. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning OMC's work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.

7. Price Revision

There shall be no revision on the final quoted / negotiated service charge provided by the service provider. Escalation/ De-escalation only as per below clauses shall be payable:

7.1. Payments to security personnel:

- A) Security guards: 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 Service Provider will be liable to pay the revised minimum wages from the effective date as notified. Upon such revision the Service Provider 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.
- B) Supervisor, Assistant Security Officer (ASO), Security Officer, Zonal Security Officer & Head Security Officer: Yearly hike of 5% on respective consolidated wages as mentioned in Clause 6.2 of Special Conditions of Contract

7.2. Outfit allowance:

Escalation/ De-escalation for the ceilings of outfit allowance (mentioned in Clause 2.9.5 of Special Conditions of Contract) shall be linked with the WPI (Wholesale Price Index) for "All commodities". For 1st Contractual year, there shall not be any escalation/de-escalation. For subsequent Contractual years, the ceilings of outfit allowance shall be escalated /de-escalated in accordance to the following:

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

Where

- **Revised Ceiling of Outfit allowance:** Ceiling of Outfit allowance applicable for the relevant Contractual year
- **Base Ceiling of Outfit allowance:** Ceiling of Outfit allowances in accordance to Clause 2.9.5 of Special Conditions of Contract
- **WPI (B):** All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of start of relevant Contractual year
- **WPI (A):** All India Wholesale Price Index for “All Commodities” published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of submission of Bid

7.3. Annual Training allowance:

No escalation shall be applicable for this allowance

7.4. Payment against vehicle hiring and POL

A) The Monthly hire charges payable to the service provider shall be in accordance to the Monthly hire charges of vehicle contracts applicable for the concerned Mine/Region/HO.

8. Liquidated Damages / Penalty Clause:

8.1. In case of loss due to lapse on the part of security personnel deployed by the service provider

8.1.1. In case of any loss that might be caused to OMC due to lapse on the part of the security personnel discharging their responsibilities, such loss will be borne by the Service provider and in this connection, the OMC shall have the right to recover the loss by deducting appropriate amount from the invoice of security agency to make good such loss to the OMC besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, OMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

8.2. In case of any loss/theft

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

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

- 8.3.1. For any breach of contract, the head of the concerned region on behalf of the OMC, shall be entitled to impose a penalty to the extent of INR 10,000/- on the first instance upon the Service provider in the event of breach, violation or contravention of any of the terms and conditions contained herein after bringing it to the notice of the Head of Security, OMC and obtaining his approval.
- 8.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. However, the Service provider can appeal for waiver of penalty to MD/Chairman, OMC who is the final authority for taking decision in this respect. The decision of the Odisha Mining Corporation Ltd. in this regard shall be final and binding upon the Service provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.
- a. If the personnel are not found in proper uniform and displaying Photo Identity Card/ nameplate.
 - b. If the personnel are found indulging in smoking/drinking/sleeping during duty hours.
 - c. If the personnel are found performing double Duty within 24 hours without prior approval.
 - d. The selected Service Provider is supposed to provide security personnel. If the selected Service Provider is not able to provide the required number quantity and quality of personnel, a penalty for shortage of attendance will be imposed
 - e. If the behavior of the personnel is found to be discourteous/disrespectful.
 - f. If any Guard/Supervisor found performing duty, submitting a fake name and address.
 - g. If any personnel is found on duty other than those mentioned in the approved list supplied by the Service provider to the Officer in charge of the Mines/Regional Offices
 - h. If Guards/Supervisors are found indulging in unlawful activities.
 - i. If any person is found occupying space or keeping their belongings on passages (both sides) of office premises.
 - j. If a person/hawker is found occupying space in front of office premises or on both sides of passageway on working days/ Saturdays/ Sundays

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

- a. ESI and EPF contribution not being deposited regularly by service provider to statutory authorities
- b. EPF amount deducted from wages of security guard and deposited less in the account of security guard by Agency
- c. Wages are not paid in time to the security guards/workman/manpower

- d. Salary Slip not issued to the security personnel deployed by the service provider
- e. Payment to guards are made in Cash or by Cheque

8.3.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, OMC at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

8.4. **In the event of delay in manpower deployment**

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

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

9. **Taxes & Duties**

9.1. **Indirect Taxes**

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

- the GST Act and relevant Rules made there under.
- iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
- a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those 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.

9.2. Direct Taxes

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

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

10.1. The service provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

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

Appendix – A: Details of Deployment of Vehicles

Sl. No	Place of deployment	No. of vehicles
1.	Daitari	01
2.	Gandhamardan	02
3.	SB-BK Mines	02
4.	Khandabandh Mines	01
5.	Dubna Mines	01
6.	BPJ Mines	01
7.	Guruda	01
8.	Tiring Pahar Mines	01
9.	Kurmitar/Khandadhar Iron Ore Mines	01
10.	Regional Office Koira, Bhanjapali Mines & Kasira	01
11.	Kaliapani	01
12.	Kalarangi, Sukrangi, Kathpal & Birasal	01
13.	Kodingamali Mines (under Rayagada Region)	02
14.	Kundakundi Kunda Khondalite Mines, Narangarh	01
	Total	17
15.	Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles	As per requirement

Appendix – B: Tentative Details of Manpower Deployment

#	Name of Mine/ Region	Security Officer	Assistance Security Officer	Supervisor	Security Guard	Total
1	Koira Region					
	Koira			3	34	37
	Kurmitar	1	1	10	124	136
	Barsuan, Khandadhar Road Work				12	12
	Total	1	1	13	170	185
2	Daitari Region	1		1	23	25
3	Bangur Region		1	2	39	42
4	Rayagada Region					
	Malipada & Jilingdhar				4	4
	Budhapada				4	4
	Nishikhal			1	10	11
	Umpavalley			1	6	7
	Rayagada				1	1
	Kodingamali Mines	1	1	7	114	123
	Total	1	1	9	139	150

#	Name of Mines	Security Officer	Assistance Security Officer	Supervisor	Security Guard	Total
5	Barbil Region					
	RM Office, Barbil				10	10
	SB Mines			4	63	67
	BK Mines		1	2	43	46
	SB Prospecting			1	11	12
	Dalki Mines				6	6
	Dubna Mines			3	56	59
	SGBK Mines		1	2	69	72
	BPJ Mines			3	54	57
	Joribar Prospecting			1	12	13
	Khandbandh Mines		1	3	58	62
	Banspani Mines & Rly Plot			2	21	23
	Mahaparat			1	10	11
	Tiringpahar			3	36	39
	Total		3	25	449	477

#	Name of Mines	Security Officer	Assistance Security Officer	Supervisor	Security Guard	Total
6	Paradip, Shipment Office		1		9	10
7	Angul RO			1	12	13
8	Head Office	1 (Training and Admin Officer)	2	2	43	48
9	Khandalite Mines	1		2	21	24
	Total	5	9	55	905	974
	Head Security Officer					1
	Zonal Security Officer					2
	Sub-Total					977

#	Name of Mines	Security Officer	Assistance Security Officer	Supervisor	Security Guard	Total
1	JK Road Region					
	South Kaliapani	1		1	28	30
	COBP				3	3
	Kalarangi Magazine			2	11	13
	RM Office, JK Road				10	10
7	Kalarangi Mines		1		30	31
8	Kathpal Mines			1	22	23
	Sukurangi Mines				7	7
	Chirugunia			1	13	14
	Kathpal			1	4	5
9	Kaliapani Civil			1	5	6
	Kaliapani VIP Guest				5	5
	Total	1	1	7	138	147
	Gandhamardan	1	1	10	143	155

#	Name of Mines	Security Officer	Assistance Security Officer	Supervisor	Security Guard	Total
	Govt of Odisha Checkgates/ WBs under different Mining Circles					
3	DDM Joda Mining Circle			1	49	50
4	DDM Joda Mining Circle			2	54	56
5	Tomka WB under Jajpur Road Mining Circle				9	9
6	Bidyadharpur WB under Keonjhar Mining Circle				9	9
7	Office to Directorate of Mines, Bhubaneswar				2	2
	Total			3	123	126
	Sub-Total	2	2	20	404	428
	Overall Total					1,405

Appendix – C: OMC’s existing Vehicle Contract terms, conditions and rates

A. Major Terms and Conditions

1. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Odisha Motor Vehicles Rules and these shall be the responsibility of the agency.
2. The vehicles to be provided by the agency should be in perfectly good and sound condition.
3. Fuel shall be provided by OMC at the following specified rate below:

#	Type of Vehicle	Rate of Fuel to be supplied by OMC for each category of vehicle (Km/Liter)
1	Bolero (AC)/ Ambulance (AC)	11

4. A POL Slip will be used for getting fuel which will be signed by a designated Officer of OMC after verifying the balance stock of fuel in the fuel tank of the vehicle with the Logbook of the vehicle considering the proposed distance to be travelled daily. No lubricants shall be provided by OMC. Lubricants required in course of the run of the vehicle shall be supplied by the agency/service provider.
5. The vehicles to be provided by the Agency should be kept neat and clean and in sound working condition.
6. All repair & maintenance of the vehicle in course of the contract period shall be the sole responsibility of the agency/service provider.
7. All statutory & other liability of the vehicle which may arise in course of operation during the contract period shall be to the sole responsibility of the agency/service provider.
8. The hired vehicle so supplied by the Agency shall be well equipped with fire safety as per the standards of the Motor Vehicle Act as applicable.
9. The Agency shall assign the job of driving of the hired vehicle only to qualify and expert licensed drivers and also assumes full responsibility for the safety and security while driving. No direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 279 of the IPC and any loss caused to the property of OMC have to be suitably compensated by the Agency. OMC shall not bear any tortuous liability, vicarious or otherwise for want of any reasonable case or caution on the part of the drivers in the act of driving or use for illegal purpose of the vehicle engaged.
10. Agency/Owner of the Vehicle shall be liable for the followings.

- i. Any theft, burglary, fire, accident, traffic rule violations or any other unlawful acts/deeds by his staff/driver.
 - ii. Payment for any legal action/Court Cases of compensation payable arising out of any act of the vehicle.
 - iii. Payment of taxes/surcharges levied by Central/State Govt. (iv) compensation to their employees in case of accident as per Workman’s Compensation Act.
 - iv. All statutory payment of benefits to their employees as applicable.
11. The driver should be in proper uniform, well versed with Odisha/Andhra routes and he should be well behaved and courteous to the officers. The driver should have a mobile connection with him for the purpose of communication.
 12. Normally no accommodation shall be provided to the driver of the vehicle or for the employees of the agency by OMC. However, in case of availability, OMC may consider for providing the same on chargeable basis as applicable.
 13. Price Escalation: The price finalized in the tender shall be applicable for the first year (Financial Year). In case contract period is extended further for subsequent years, price escalation @1.5% per year on the base price of first year shall be applicable for remaining period so as to take care of the enhancement of wages & VDA etc. of the wage’s component of the Hire Charges.

B. Monthly Hire Charges excluding GST as on 01-Aug-2020

TYPE OF VEHICLE	Angul	Daitari	Gandha-mardhan	Barbil	Koira	Bangur	JK Road	Paradeep	Rayagada	Kodinga-mali
AC Bolero	31465	45000	44000	45000-RO 48000-Mines	44500	31800	46700	40000	36565	38934

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

Ref: [•]

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

BETWEEN

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 and having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OMC through their bid(s), against NIT No. OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020 (hereinafter called the “Tender”) for the Rendering of Security Services (through e-tendering);
- ii) on the basis of the said Tender, OMC has adjudged the service provider as a successful Bidder and issued Letter of Award (LOA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being engaged to provide the required services for a period of [•] years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the service provider and OMC shall be as set forth in this contract, in particular:

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

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (e) All the terms and conditions as per the NIT No. OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020 (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of Odisha Mining Corporation
 (Authorized Representative)
 Name:
 Designation:
 Odisha Mining Corporation
 OMC House, Bhubaneswar-751001

For and on behalf of M/s.
 (Authorized Signatory)
 Name:
 Designation:
 Name of the service provider:
 Address:

In presence of the following witnesses

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

Name:
 Designation:
 Name of the service provider:
 Address:

Annexure 3: Format for Power of Attorney

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

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the NIT no. OMC/E-PROC/CMC/14/2020 dated 17-Jul-2020 published by the Odisha Mining Corporation Limited for Rendering of Security 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

#	Description	% in word	% in figure
1	Service Charge as % of the deployed Total Security Manpower Cost (Sl. No. 6.2 of Special Conditions of Contract) (Excluding Vehicle Hire Charges, POL, outfit allowance, annual training allowance)	To be quoted	To be quoted

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service Charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages except for the reimbursements that OMC shall provide as clearly mentioned in the tender document.
- III) Also Refer Clause 5.2.5 of Special Conditions of Contract

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, 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 and Clause 8.15.1)		
2	Incorporation related documents -(Refer Clause 7.3.1 and Clause 8.15.1)		
3	Tax related documents (Refer Clause 7.3.2 and Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Document Cost		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Integrity Pact - Annexure 9		
11	Other Documents towards fulfillment of Eligibility Criteria as per Clause 7		
12	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		

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

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

B.G. No.

Dated:

WHEREAS:

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

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

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.

10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.

11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.

12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (ANDHRA BANK, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code ANDB0001059)

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

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

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

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Integrity Pact

Integrity Pact

Between

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

and

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

Preamble

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

Section 1 - Commitments of the Principal

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

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

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the

following principles during participation in the tender process and during the Contract execution.

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

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

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

Section 4 - Compensation for Damages

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section 5 - Previous transgression

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of OMC.

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

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

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

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

Section 8 - Pact Duration

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

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

Section 9 - Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

