



ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

Bid Document
for
Hiring of Vehicles at
OMC Head office in Bhubaneswar
(through e-tendering)

Bid document No: OMC/E-PROC/CMC/50/21, dated 11.10.2021

Contents

E-procurement notice.....	3
1. Schedule for the Tender	4
2. Data Sheet	5
3. Disclaimer	6
4. Abbreviations.....	9
5. Definitions and Interpretations	10
6. Scope of Services	12
7. Eligibility Criteria.....	13
8. Instruction to Bidders	17
9. Additional Instructions to Bidders.....	26
10. Additional Information on E-tendering process	27
Annexure 1: General Conditions of Contract-Services	31
Annexure 2: Special Conditions of Contract	45
Annexure 2A: Proforma of the Agreement to be Signed between OMC and the Service Provider.....	63
Annexure 3: Format for Power of Attorney.....	65
Annexure 4: Price Bid Format	66
Annexure 5: GST Calculation.....	68
Annexure 6: Declaration by the Bidder	69
Annexure 7: Check-list for the Techno-Commercial Bid.....	70
Annexure 8: Mandate Form - on the letterhead of the Bidder	71
Annexure 9: Format for Performance Security.....	73
Annexure 10: Affidavit to take full responsibility on all Statutory related matters	77

E-procurement notice

Bid document No.: OMC/E-PROC/CMC/50/21, dated 11.10.2021

1	Work name	Hiring of Agency for supply of Hire Vehicles at Head Office, OMC in Bhubaneswar
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.10.2021; Time: 5.00 pm
3	Last date for sending queries to OMC	Date:24.10.2021; Time: 5.00 pm; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 28.10.2021; Time: 3.30 pm; Venue: OMC Office, Bhubaneswar/Videoconferencing
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date:01.11.2021, Time:5.00pm
6	Bid Submission Start Date	Date:02.11.2021, Time:11.00am
7	Bid Due Date	Date:12.11.2021; Time: 3.00pm
8	Opening of Techno-Commercial Bid	Date: 12.11.2021; Time: 5.00pm
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders
10	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine-Hundred only)including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
11	Earnest Money Deposit (EMD)	Amount: INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

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

Sd/-
Head, C&P

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 11.10.2021; Time: 5.00 pm
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.10.2021; Time: 5.00 pm
3	Last date for sending queries to OMC	Date:24.10.2021; Time: 5.00 pm; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 28.10.2021; Time: 3.30 pm; Venue: OMC Office, Bhubaneswar/Videoconferencing
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date:01.11.2021, Time:5.00pm
6	Bid Due Date	Date:12.11.2021; Time: 3.00pm
7	Opening of Techno-Commercial Bid	Date: 12.11.2021; Time: 5.00pm
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Hiring of Agency for supply of Hire Vehicles at Head Office, OMC in Bhubaneswar.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 9
8	Nodal Officer	Name: A.K.Padhi Phone No.: 0674-2377451, Mob-9438186660 e-mail:akpadhi@odishamining.in
9	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/E-PROC/CMC/50/21, dated 11.10.2021

3. Disclaimer

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

- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in

non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.

- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

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

5. Definitions and Interpretations

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

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

“Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide Bid

document No. OMC/E-PROC/CMC/50/21, dated 11.10.2021 for Hiring of Agency for supply of Hire Vehicles at Head Office, OMC in Bhubaneswar and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.13 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.15 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.16 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.17 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1;<to be kept in case of L1 selection only>
- 5.18 “Selected Bidder” shall have the meaning given to it in Clause 8.21;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its PriceBid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

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

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

6. Scope of Services

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

#	Item	Description
1	Name/ type of services	Supply of Hire Vehicles at Head Office, OMC in Bhubaneswar
2	Brief description	Engagement of Vehicles on Monthly Hire Basis and “As and When Required” Basis.
3	Contract period	3 (three) Years (Shall be extended annually based on satisfactory performance and sole discretion of OMC) Contract may be further extended by 1 (One) more year at the sole discretion of OMC.
4	Location for providing the services	a. Head Office, OMC in Bhubaneswar

- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <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 value not less than INR 50 Lakh each OR</p> <p>ii) Two similar completed Services of value not less than INR 60 Lakh each OR</p> <p>iii) Single similar completed Service of value not less than INR 1 Crore</p> <p><u>Note:</u></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the work of providing vehicles on Hire basis provided to PSU/ Government Sector/ Government Establishments/ Pvt. Sector(Pvt Company with turnover more than Rs 500 Cr)</p> <p>b. Applicable 5 (Five) years shall be preceding three financial years excluding the financial year of floating of the Tender (i.e. FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
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 1 Crore.</p> <p><u>Note:</u></p> <p>Applicable (three) years shall be</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of FY 2020-21 is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</p>

#	Criteria	Required Documents
	preceding three financial years excluding the financial year of floating of the Tender (i.e. FY 2018-19, FY 2019-20 and FY 2020-21) (2017-2018 financial report is accepted if audited report of FY 2020-21 is not available)	
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm iv) Sole Proprietorship	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm • Registration certificate • Deed of Partnership c) LLP firm • Certificate of Incorporation d) Sole Proprietorship • PAN • GST Registration • Odisha Shop and Establishment Act License Any other registration certificate with appropriate authority
7.3.2	The Bidder should have valid PAN and GSTIN registration	▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3	Must be having GST Registration Number. Where bidder has got GSTIN but not under “Renting on Hiring Motor Vehicle or Rent a Cab”, the bidder has to enclose an undertaking that he will add the classification in the GST Certificate for “Renting on Hiring Motor Vehicle or Rent a Cab	▪ GST Certificate
7.3.4.	The Bidder should not have been	Affidavit to this effect, as per the

#	Criteria	Required Documents
	banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	format given in Annexure 6
7.3.5	Tender Paper Fee, EMD amount and Power of Attorney	<ul style="list-style-type: none"> a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.7	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities
7.3.8	The bidder must be a registered travel agency (with MSME/ Udyam/ DIC/ OTDC) having more than 30 no. of passenger cars/SUVs with Taxi (Commercial vehicle) Permit under its control. (At least 30%(indicative) of OMC's requirement must be registered in the name of the Bidder) – out of which at least 3 Toyota Innova, and 10 Swift Dzire or equivalent shall be in the name of the Bidder. – for rest of the vehicles the Bidder must provide copy of Power of Attorney.	<ul style="list-style-type: none"> a. Ownership Documents b. For rest of the vehicles, the Bidder must provide the PoA
7.3.9	The Bidder should have registration under the Employees Provident fund act 1952 and State Insurance Act 1948	<ul style="list-style-type: none"> ▪ Copy of valid EPF &ESI Registration certificate

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 Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is **NOT** allowed.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) 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 Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid(under Cover I)**and (ii) **Price Bid(under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialled with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, are ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 Mode of Payment:
The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).
For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD amount 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, are ineligible for bidding and such bid shall be summarily rejected.
- 8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the 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 Selected Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Selected Bidder fails to submit the 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 Bid document.
- vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

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

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

- 8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.
- 8.11 Extension of Bid Due Date: OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
 - ii) received all relevant information requested from OMC;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations there under;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
 - vi) agreed to be bound by the undertakings provided by it under and in terms; and

OMC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or

relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

- 8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
 - ii) Techno-Commercial Bid checklist as per Annexure 6
 - iii) Mandate Form for Bank payment through e-mode as per Annexure 7

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.

8.16 Material deviation

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

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

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

8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying,

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

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

8.19 Evaluation of Techno-Commercial Bids:

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

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

8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements

of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by OMC (Refer Clause 8.19.3), the list of technically qualified Bidders shall be prepared.

8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the 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 Selected Bidder: The Bidder who submits the lowest Price Bids per the formula as mentioned in SCC shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected 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. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price Bid received by OMC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be

only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by OMC on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

- 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 Selected 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 Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.
- 8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. 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 Nationalised/ Scheduled bank at Bhubaneswar. The performance security shall be returned within sixty days from the date of completion of the contract period after recommendation from the concerned department.

The Performance Security will be valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended and adjusted for the next Contractual Year upon receiving the letter from OMC to commence the subsequent Contractual Year's operation.

9. Additional Instructions to Bidders

9.1 Pre-bid meeting:

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

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

9.2 Splitting of quantities while issuing LoA:

9.2.1 OMC reserves the right to ask the technically qualified Bidders who have submitted the second lowest and third lowest Price Bids (or the revised Price Bid, as the case may be) i.e. the L2 and L3 Bidder respectively, to match the L1 price and split the total quantity to be procured in the following ratio: L1 Bidder – 50%; L2 Bidder – 30% and L3 Bidder – 20% and issue separate LoAs to each such Bidder accordingly. In such a case the total amount Performance Security to be furnished by the Bidders shall also be split in the ratio of L1 Bidder – 50%; L2 Bidder – 30% and L3 Bidder – 20. Also, the Agreement shall be signed by L1 Bidder and L2 Bidder and L3 Bidder within 15 (fifteen) days of receipt of the respective signed copies of the LoAs and respective Performance Securities by OMC.

10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/ declaration/ scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
 - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The

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

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

- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of 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.

- 10.7 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.8 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dashboard under "Upload shortfall document/ information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

- 10.11 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.12 Upon approval and completion of the due process of OMC, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

11. Annexure 1: General Conditions of Contract-Services

1. Definitions

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

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

2. Scope of Services

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

3. Instructions, Direction & Correspondence

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

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

4. Service Order / Agreement Obligations

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

5. Modification in Service Order / Agreement

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

6. Use of Service Order / Agreement Documents & Information

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

7. Patent Rights, Liability & Compliance of Regulations

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

8. Performance Security

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion or during its extended period, or

- If the work performed by the Service Provider is not as per the Agreement, or
- On breach of Service Order / Agreement by the Service Provider.
- On Non-Compliance of any law applicable to this agreement.

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

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

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

9. Delivery of Services

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

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

10. Terms of Payment

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

10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.

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

- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

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

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, the OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order /Agreement

- 12.1. If the Service Provider fails to 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 by OMC if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,

- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service 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 12.1.

13. Right to risk for procurement/ rendering of services

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

14. Force Majeure

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

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable

precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;

B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

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

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

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

15. Dispute Resolution

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

15.2. Governing law and jurisdiction: This Service Order/ Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central

Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16. Governing Language

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

17. Notices

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

18. Permits & Certificates

18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and 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.

19. General

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

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

19.3. Losses due to non-compliance of Instructions

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

19.4. Recovery of sums due

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

20. Liability and Indemnity

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

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order/ Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order/ Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order/ Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order/ Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act,

commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

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

21. Publicity & Advertising

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

22. Blacklisting

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

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

23. Insurance

- 23.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
- I. loss of or damage to the works, plant and materials
 - II. loss of or damage to Equipment
 - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - IV. personal injury or death
- 23.2. 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.
- 23.3. 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.

24. Statutory and Legal requirements

All prevailing statutory laws and regulation / acts and rules etc. as applicable to this contract shall be complied by the agency/ 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 and/or takes such action as deemed fit at service provider's risk and at agency/ service provider's cost. The agency/ service provider shall always keep the company indemnified against all dues, claims; payments of benefits relating to the employees engaged by them and shall reimburse such money as may be demanded by the company.

a. The agency/service provider shall engage manpower according to the statutory provisions specified in several employment Acts and shall be responsible for compliance with the applicable laws, amendment rules and regulations & order during the contract period including but not restricted to the following:

- i. Minimum Wages Act - 1948
- ii. Payment of Wages Act - 1936
- iii. Workmen's Compensation Act -1923
- iv. Payment of Bonus Act -1965
- v. Employees PF and Miscellaneous Provision Act-1952
- vi. Employees State Insurance Act-1948
- vii. Leave and Leave Encashment
- viii. Payment of Gratuity Act & Rules-1972
- ix. Industrial Dispute Act-1947

- x. Orissa Shops and Commercial Establishment Act-1956
- xi. GST Act & Rules
- xii. Income Tax Act, 1961 & Rules

b. In case the agency/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.

c. The agency/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.

d. The Service Provider shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the State Govt. of Odisha from time to time, deposit of PF and ESI dues as well as payment of other Statutory dues of all the drivers deployed. The Service Provider shall give an Undertaking in this respect and payment can be released basing upon the Undertaking.

- 24.1. 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.
- 24.2. 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.
- 24.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.
- 24.4. The agency/ service provider shall be fully responsible for his workers regarding terms of employment/ non-employment and condition 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.

- 24.5. All the statutory liabilities and obligations should be considered while quoting of rate by the service provider and payment to its workers to be made accordingly.
- 24.6. There will be no relationship of Employer – Employee between the OMC and manpower engaged by the service provider under the contract and no claim of employment will be entertained or tenable. It shall be the responsibility of service provider to regulate and effect any terms of employment with the engaged manpower without any liability whatsoever to the OMC.
- 24.7. The name of the driver of each vehicle shall be maintained in the prescribed Register under the statutory.

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

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:
- i) Social accountability standard SA8000 standard – details available at the website. OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs.
- 25.2. 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.

26. Safety

- 26.1. 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.
- 26.2. 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.

- 26.3. 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.
- 26.4. 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.

12. 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

Odisha Mining Corporation Limited, Bhubaneswar, invites tenders from interested/reputed travel agencies for providing A/C vehicles of different types as detailed below for use on both "Monthly Basis" & "As and When Required Basis" at its Head Office at Bhubaneswar, Odisha.

Table 1: Vehicle Type and Category

#	Basis of engagement	Type of vehicle	Condition of the vehicle	Mode of utilization	Tentative requirement
1	Monthly Hire Basis	Swift Dzire/ Honda Amaze/ Hyundai Xcent or equivalent Toyota Innova/ Tata Harrier or equivalent	i. Must have been purchased on or after 01.10.2018 ii .Must be in perfect running condition.	i.To be utilized for a minimum of 12 hrs daily. ii. Monthly two off-days.	30 nos.
2	As and When Required Basis	Category-I Swift Dzire/ Honda Amaze/ Hyundai Xcent or equivalent Category-II Toyota Innova/ Tata Harrier or equivalent Category-III Mahindra Scorpio, Tata Safari or equivalent	i. Must have been initially registered on or after 01.10.2018. ii. Must be in perfect running condition.	To be utilized for both local & outside tours (inclusive of tours to other States)	Selected bidder to provide vehicles as and when requisitioned by OMC. Requirement is frequent.

3. Contract period

- 3.1. The contract time period shall be for a tenure of 3 (three) years from the effective date of the contract. However, the contract shall be renewed every year at the sole discretion of OMC and depending upon the satisfactory performance of the Service Provider. The OMC management reserves the right to undertake the evaluation of the progress of work of the Service Provider during the last quarter/ month of each year of the contract period.
- 3.2. The contract may be extended by OMC for a further period of 1 (One) year after the initial period of three years at the sole discretion of OMC and depending upon the satisfactory performance of the Service Provider.

4. Other Conditions

- 4.1. For vehicles provided on “Fixed Monthly Charge Basis”, the vehicles are required to be in service/ operation for a minimum of 12 hours daily. The vehicles will be utilised as per the time schedule and instructions of Additional General Manager (Mech.) or the authorized representative. The vehicles will be kept in good running conditions at all times by the selected bidder/bidders.
- 4.2. Procurement of fuel, lubricants spares etc. shall be arranged by the Service Provider at its own cost. Maintenance, repair, frequent checkup, servicing, overhauling, payment of wages to driver etc. shall be the responsibility of the Service Provider.
- 4.3. The Service Provider shall submit authenticated photocopies of documents like RC Book, Insurance Certificate, Taxi Permit, Name, Contact Number, and Driving License of the driver deployed etc. in respect of the vehicles to be provided to OMC Ltd. on Monthly Hire basis.
- 4.4. The driver provided by the agency should fulfill the following conditions:
 - a. Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - b. Should wear uniform which should be properly washed / ironed.
 - c. Should be well qualified and should be able to read and write and have minimum three years of experience as driver.
 - d. Should not resort to intoxication in any form.
 - e. Should not get indulged in any activity inimical to security of the officers travelling in his car.
 - f. Should be in possession of Mobile phone with valid connection.
 - g. Should attend to the duty at least 10 min in advance of the scheduled time.
 - h. Should not use mobile phone, while driving.
 - i. Driver should be alert /careful enough to take care of items/material kept in the vehicles.

- j. In the event of driver not being in proper dress, not behaving properly, engaging in rash and unsafe driving, OMC shall have right to expel or refuse entry to such of the drivers and vehicle to be treated as absent.
- 4.5. Normal maintenance kit, first-aid box, one torch light and one umbrella shall be always made available in the vehicle by the Service Provider at their own cost. The Service Provider shall ensure proper functioning of speedometer of the vehicles deployed for correct recording of kilometers run during OMC duty. Any deviation/ tampering of meter reported will be viewed seriously and OMC will take penal action as deemed fit.
- 4.6. The Service Provider shall have to make its own arrangement to procure fuel, spare parts and repairs etc. In case the vehicle is sent to Garage or Petrol Pump, the Service Provider cannot claim for the mileage covered and time consumed for the purpose.
- 4.7. Payment under schedule of rates is applicable only after reporting of the vehicle at Head Office of the OMC Ltd., Bhubaneswar or any specified place.
- 4.8. The vehicle must possess valid original RC Book, vehicle fitness certificate from competent authority, interstate permit, Insurance certificate, Pollution Certificate, Road Permit, Taxi Permit and Driving License as required under law. On demand for verification by OMC Officials, the driver shall produce these documents.
- 4.9. The Service Provider will not refuse to send the vehicle to any place as directed by the Additional General Manager (Mech.) or the Authorized Representatives. Defaults in this regard shall be recorded and intimated.
- 4.10. The Service Provider shall be responsible for proper behavior of all the persons employed by it. Without prejudice to the generality of above, the Service Provider shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of the Corporation.
- 4.11. The Service Provider shall designate one/two responsible persons with landline phone No. and active Mobile No. and E-mail ID, who may be contacted by CGM (Mech.) or the Authorized Representatives, regarding deployment of vehicle on a day to day basis.
- 4.12. The Service Provider will comply with all statutory provisions of law and keep OMC Ltd. indemnified against all actions arising due to or act of the contractor/ his employees.
- 4.13. All taxes and insurances presently in force or to be levied in future during the contractual period in respect of the vehicles shall have to be entirely borne by the Service Provider. Proof of having paid all taxes, insurances etc. shall be furnished on demand.
- 4.14. The Service Provider shall have valid permit as per statutory provisions. All such vehicles which are required to go to outside the State, the Service Provider shall prepare the valid permit for the vehicle in advance and such expenditure on this account shall be borne by the Service Provider and the same shall not be reimbursed by OMC.

- 4.15. The Service Provider shall comply with all relevant Rules and regulations of Motor Vehicle Act, applicable at present and may be enforced from time to time. The Service Provider shall abide by all Statutory Laws & Rules as may be applicable in this Contract.
- 4.16. Drivers driving the vehicles must have valid professional Driving License/ Badge as provided under the MV Act.
- 4.17. During the contractual period if the vehicle is seized or detained or requisitioned by the Government Authorities for non-compliance of relevant Acts/ Statutory requirements etc. or for any reason whatsoever, the Service Provider has to provide a substitute vehicle immediately, failing which, penalty/ compensation as determined vide Clause No.15 shall become applicable, besides the liability to provide for alternative vehicles without any loss of time.
- 4.18. The vehicles shall be equipped with seat belts both at the front and back seats.
- 4.19. The speed of driving shall be within the limit indicated at various sections of the road/ highway. The driver shall comply with the requests from the officer/ passenger travelling in the car to reduce the speed, if exceeding the limits.
- 4.20. The selected bidder/bidders shall furnish safe pick up at the designated places by providing sufficient proof of identify to ensure the right person is met.
- 4.21. All drivers will be in uniform with shoes. Pattern of the uniform and shoes shall be decided by the Service Provider.
- 4.22. To cater to the timely requirement, OMC shall assign the job, to more than one bidder, but limited to 3 bidders provided they agree to the L1 rate. However, the work will be distributed among the vendors as per the discretion of the management keeping the interest of the actual L-1 bidder in mind in the ratio as mentioned in the scope of work. In case two or more agencies are not available during the tender process, OMC management has the discretion to allot the work to the single bidder.
- 4.23. The Service Provider shall assign the job of driving of the hired vehicle only to qualified 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 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/supplied to OMC.
- 4.24. Besides others, the Service Provider shall be liable for the followings:
 - a. Damage caused due to any accident of the vehicle
 - b. Payment for any legal action/Court Cases of compensation payable arising out of any act of the vehicle.
 - c. Payment of taxes/surcharges levied by Central/State Govt.

- d. Compensation to their employees in case of accident as per Workman's Compensation Act.
- 4.25. The Service Provider shall pay the wages not less than the Minimum Wage of the respective drivers/workers engaged for the purpose corresponding to the nature of work.
- 4.26. The Service Provider shall be fully responsible to comply with all statutory obligations as employer including all contributions under P.F. and Pension Scheme (EPF) etc. under the Employees' Provident Fund and Misc. Provision Act, 1952, Employees' Deposit Linked Insurance (EDLI), Employees' State Insurance Act, 1948, etc. and all other such obligations/liabilities in respect of their labour engaged by them for the job undertaken under the contract as per applicable statutory provisions/ law and Government Notifications, and will take full liability on this account. OMC will not take any financial liability on this account. The Service Provider shall have to submit an affidavit to this effect as per the format at Annexure 9, while signing the agreement.
- 4.27. The Service Provider shall be responsible to make payment of Retrenchment Compensation/bonus to their drivers/workers as per statute.
- 4.28. In case of emergency, the driver will have to report for duty as per the requirement of OMC including on holidays. No extra payment shall be demanded for the same.
- 4.29. Monthly hire charges and reimbursements towards cost of fuel (as per actual) of the Service Provider shall be made in every succeeding month, within 15 (fifteen) days of the submission of correct bills along with required documents by the selected bidder/bidders. No advance payment shall be made to the successful bidder under this agreement.
- 4.30. The vehicle shall not be more than 03 (three) years old from the initial registration and should also be in good running condition during the period of contract.
- 4.31. If the services are found to be unsatisfactory. OMC shall give one-month notice and terminate the agreement.
- 4.32. In case the Service Provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to serve two-month notice prior to such withdrawal of service and termination of agreement.

5. Maintenance of Logbook for Vehicles to be provided on Fixed Monthly Hire Basis

- 5.1. The Logbook of the respective vehicle shall be maintained on a day-to-day basis by the Service Provider to record details of use of vehicle(s) and kilometer run. At end of the day the concerned official availing the service/ Authorized Official of CGM (Mechanical) shall sign the logbook authenticating the journey and kilometer recorded in the logbook.
- 5.2. For this the logbook of a month shall be kept in the vehicle. The kilometer run for OMC duty (as per logbook) of a month will be the basis for claiming reimbursement of cost of

fuel. The Service Provider shall submit relevant logbook within the first week of the following month for verification & records.

- 5.3. The Service Provider may keep a duplicate copy of logbook for his record. CGM (Mech.) or the Authorized Representatives may verify the logbook of a vehicle at any time during duty.
- 5.4. The Service Provider shall ensure perfect functioning of speedometer in all vehicles. In case of Non-functioning of the speedometer It/they shall arrange to repair/ replace the speedometer within 24 hours without any failure. In case the speedometer of the vehicle does not function for a specific period, the distance covered by the vehicle for any purpose shall be assessed by CGM (Mech.) whose decision shall be final and binding.

6. Procedure and Maintenance of record for vehicles hired on “As and When Required” Basis

- 6.1. All the vehicles hired on “As and When Required Basis” will report for duty to concerned officials as directed by CGM (Mech.) or his Authorized Officer timely as per duty requirement.
- 6.2. The starting time and initial kilometer recording duly recorded in the duty slip shall be produced by the driver at the time of reporting for verification to the user official. Similarly after completion of journey/ return from duty, the driver will produce the duty slip to the user official for recording the final kilometer reading and duration (in hour and date) of the journey performed and certifying the mileage and duration of the journey performed.
- 6.3. The Service Provider shall produce the duty slips of the journey made during a week in the succeeding week to the HO official nominated for this purpose for necessary checking. Thereafter he will countersign the duty slip and return it to the Service Provider for billing purpose.

7. Payment terms:

- 7.1. For the vehicles to be provided on “As and When Required Basis”, the bill for the duty made in a month shall be submitted by the 7th of the succeeding month by the Agency to CGM (Mech.). Bill shall be prepared/ raised as per GST Acts & Rules at the approved rate based on the time and KM of each journey as per duty slip. The countersigned duty slip shall be enclosed with the bills. The Toll Gate charges/ Airport Parking charges and other legitimate parking charges will be reimbursed by the Corporation. The original receipt of payment shall be enclosed along with the bills. The Agency shall raise one single bill for all the vehicles hired on as and when basis during a month and attach an annexure to the bill with detailed calculator.
- 7.2. For the vehicles provided on “Fixed Monthly Charges Basis”, the bills will be paid once in a month. The selected bidder/ bidders are required to submit the monthly bills as per GST Acts & Rules claiming monthly hire charges and cost of fuel at prevailing price for quantity of fuel at contractual rate for the KM run as per the log book of the vehicles

during the month with applicable GST and any other relevant original documents for reimbursement of legitimate parking/ Toll Gate charges, by the 7th of the succeeding month to CGM (Mech.). The Agency shall raise one single Bill for all the vehicles provided on fixed monthly charge basis along with fuel charge, and shall attach an annexure to the bill with detailed vehicle wise calculation.

- 7.3. Payment will be made within 15 days from the date of submission of bills to OMC Ltd. by NEFT/ RTGS if those are complete in all respects and are found to be in order and after effecting any deductions under the contract.
- 7.4. In case of Public Strike, OMC shall not be liable to make any payment towards retention charges for the period of absence nor shall be liable for any other claims.
- 7.5. OMC shall be at liberty to reject the vehicles found defective during duty time in which case the selected bidder/bidders shall be liable for all consequences and penalty.
- 7.6. One representative of the Service Provider shall report to the CGM (Mech.) or any other authorized person at least once every day for collecting reports and providing vehicles requirement. He should produce the duplicate copies of the duty slip to the CGM (Mech.) or any other authorized person on the following day of the completion of the journey.
- 7.7. For hiring of vehicles for out station duty, the journey hours will be determined by the actual kilometer covered divided by fifty KM per hour. Accordingly, the detention hour will be calculated, after deducting journey hours from the total hours of the vehicles used.
- 7.8. OMC will not pay for the distance covered by the vehicle from the office of the selected bidder to the Head Office of OMC.
- 7.9. The Service Provider shall provide vehicles to the OMC Ltd., Bhubaneswar on “As and When Required Basis” only on getting the written or telephonic requisition from the Authorized Officials of OMC.
- 7.10. For Vehicles which will be utilized on “As and When Required” basis for performing local duty, the minimum payment will be the amount for 8 hours of utilization.
 - a. Journey up to 200 KM (both sides) shall be treated as local.
 - b. In case of out station duty, performed for more than one day consecutively, detention charges on hourly basis shall be paid as per the following illustration:

Illustration for calculation of detention charges:

Start time: 9 AM, Day1 | End time: 9 PM, Day 3

Day	KM run	Start time	End time	Hours based on 50km/hr. (A)	Actual hours* (B)	Detention hours (B)-(A)

Day 1	500	9:00 AM	11:59 PM	10	15	5
Day 2	300	12:00 AM	11:59 PM	6	24	18
Day 3	400	12:00 AM	9:00 PM	8	21	13
Total						36

- 7.11. The Drivers of the vehicles of the Service Providers are required to pay the incidental expenses like Parking charges, Toll tax and Entry fees etc. during their duty period directly and the same may be claimed for reimbursement along with the bills on production of Original Receipts.
- 7.12. No payment shall be made in advance and no loan from any bank or financial institution shall be recommended on the basis of award of work. No payment towards hire charges shall become due and payable to the agency/service provider until Contract/agreement is signed.
- 7.13. The Agency shall submit the bill/invoice in duplicate separately for monthly and “As when Basis” utilization of the vehicle for the preceding month within the first week of succeeding month before the vehicle section, along with the Log-Book duly certified by the user. The In-charge of vehicle section shall forward the bill/invoice of monthly vehicle along with the following statutory documents required to be submitted by the agency to the Welfare section for verification of statutory matters.
- a. Workman Register
 - b. Attendance Register duly signed by the concerned user/vehicle section
 - c. Wages Sheet along with Bank statement regarding payment of wages made through Bank.
 - d. EPF documents (ECR) & ESI documents regarding deposit of EPF & ESI dues
 - e. Leave/ Paid wages, Bonus etc paid to the drivers.
- Labour Welfare section shall verify the invoice & certify that the agency/service provider has fulfilled all the statutory compliances and forward the invoice to the concerned vehicle section.
- 7.14. The head of vehicle section after making necessary Service Entry in system and certification regarding utilization of the vehicle shall forward the Monthly vehicle bill along with the certification of welfare section and “As & When” bill along with the copy of the Affidavit to take full responsibility on all Statutory related matters (Annexure-10) to Finance section for validation and release of payment. The Finance section of the HO shall make payment of the recommended amount by e-mode only.
- 7.15. The Agency shall be advised to open bank account with OMC banker at Head Office for facilitating direct transfer of dues through RTGS to agency’s bank account. In such case, the Agency should submit filled in format (Mandate Form) as per Annexure-8. The bills presented for payment must contain GST as applicable. The GST shall be paid extra as per Government rates applicable from time to time. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules

and guidelines as may be prevailing at the time of payment. The amount of penalty shall however be withheld/deducted (as the case may be), by the finance department, from the bills of agency/service provider, while releasing payments as per the terms mentioned in the Contract subject to waiver of the same latter by the Competent Authority.

8. Price Revision/ Escalation/ De-escalation of Contract Price

a. Vehicles utilized on Fixed Monthly Hiring Basis

- i. Monthly hire charge: There will be escalation @ 5% per annum over the preceding year.
- ii. Reimbursement of cost of fuel by OMC: As per the prevailing fuel rate (diesel/ petrol/ gas), Bhubaneswar and hence the cost will be reimbursed at actual.

b. Vehicles utilized on “As and When Required Basis”

- i. No escalation is admissible on any account whatsoever during the first three months of the contract period. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10 %. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following:

$$\frac{(Actual\ KMs\ run\ in\ a\ month) \times (Revised\ rate\ per\ ltr\ or\ kg - Base\ rate\ per\ ltr\ or\ kg)}{Average\ Kms\ per\ ltr\ or\ kg}$$

(Note: The base rate of Petrol/ Diesel/ Gas is the prevailing rate on the date of commencement of contract. The average Kms per ltr of kg is to be assumed as the following:

S No	Type of Vehicle	Rate of Fuel to be supplied by OMCL for each category of vehicle		
		Diesel (Km/ ltr)	CNG (Km/Kg)	Petrol (Km/ Ltr)
1	Swift Dzire/ Honda Amaze/ Hyundai Xcent or equivalent	20	23	17
2	Toyota Innova/ Tata Harrier or equivalent	9	NA	8
3	Mahindra Scorpio,	10	NA	NA

	Tata Safari or equivalent			
--	---------------------------	--	--	--

If there is decrease in fuel price, formula will indicate negative figure which means the deduction shall be done from the bill)

- ii. The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th September and 31st December. The change in hire charges, if any, shall be applicable from the first day of next quarter. Base rate of fuel would be fuel prices as on date of award of contract.
- iii. Escalation of 5% per annum over the preceding year on Local hourly rate would be given for vehicle used on “As and When Required Basis”

9. Evaluation of Price Bid

The bidder has to quote its rate as per the price bid format as per Annexure 4. The following table illustrates the procedure followed by OMC for evaluation of the bids found to be techno-commercially acceptable.

9.1. Step 1: Consideration of Weightage on Type of Vehicle:

I. Weightage for “Monthly Basis”

# (1)	Name of the vehicle (2)	Rate quoted by the bidder (monthly hire charge) (3)	Applicable weightage (4)
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	M	.7
2	Toyota Innova, Tata Harrier or equivalent	N	.3

$$P1 = (0.7M + 0.3N)/360$$

II. Weightage for “As and When Required” Basis

#	Type of Vehicle	UoM	Weights	(in Rupees)	(in Words)
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Local (Rate for 8 hrs/ 80 kms in INR)	.15	A	
2	Toyota Innova, Tata Harrier or equivalent		.20	B	
3	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Outstation (Rate per KM in INR)	.10	C	
4	Toyota Innova, Tata Harrier or equivalent		.50	D	
5	Mahindra Scorpio, Tata Safari or equivalent		.05	E	

$$P2 = (0.15A + 0.2B)/(8) + (.1C + .5D + .05E) \times 25$$

Note: The quoted required rates will be converted in per hour rates for uniformity.

9.2. Step 2: Financial Bid Evaluation

Evaluation formula to find L1, L2 and L3:

$$\mathbf{L1\ Price = P1\ x\ 70\% + P2\ x\ 30\%}$$

Where P1 and P2 are indicated in the above table.

- a. Decision Rule: Lowest Evaluation Point among the Bidders shall be the L1 bidder and the second lowest point shall be the L2 bidder and so on.
- b. In case of a tie between two bidders or more than one bidder, the revised price bid shall be asked as stated in clause 8.21.1 of the DTCN and if again there is a tie preference will be given to the bidder having more turnover, during last three years.

Illustration of Financial Bid Evaluation:

#	Name of the vehicle	UoM	Weights	Rate quoted by the Bidder 1	Rate quoted by the Bidder 2	Rate quoted by the Bidder 3
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Monthly	.7	25000	28000	26000
2	Toyota Innova, Tata Harrier or equivalent		.3	32000	33000	31000
	P1= (0.7M + 0.3N)/360		P1	75.28	81.95	76.39

#	Type of Vehicle	UoM	Weights	Rate quoted by the Bidder 1	Rate quoted by the Bidder 2	Rate quoted by the Bidder 3
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Local (Rate for 8 hrs/ 80 kms in INR)	.15	1600	1650	1700
2	Toyota Innova, Tata Harrier or equivalent		.20	2300	2400	2280
3	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Outstation (Rate per KM in INR)	.10	15	16	15
4	Toyota Innova, Tata Harrier or equivalent		.50	22	21	23
5	Mahindra Scorpio, Tata Safari or equivalent		.05	18	17	19
	P2=(0.15A+0.2B)/(8)+(.1C+.5D+.05E)x25		P2	422.5	414.6875	437.625

Final Price

	Bidder 1	Bidder 2	Bidder 3
(.7 x P1+.3 x P2)	179.44 (L1 Price)	181.77	184.76

10. Taxes & Duties

10.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. GST as applicable shall be paid extra, in case the rate of GST is increased or decreased under GST Act, 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 indirect 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; (OMC GSTIN-21AAACO3324L2ZR)
 - 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 shall comply with the provisions of e-invoicing under GST Act as applicable.
 - viii) The Service Provider shall submit the copies of the Credit Notes raised by it against invoices submitted to OMC, with details of the invoice against which such credit note is issued.
 - ix) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - x) TDS under GST shall be deducted from the payments of the Agency as

applicable.

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

10.2. Direct Taxes

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

11. Liquidated Damages

- 11.1. If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order / Agreement.

A. For Vehicles to be provided on Fixed Monthly Charges basis

The vehicle shall remain in service for a minimum of 12 hours duty per day. In case of non-reporting of the vehicles, the Service Provider shall provide replacement by an equally good vehicle immediately, failing which OMC will treat the vehicle not-on-job for the aforesaid period and will deduct **twice the rate per day** for the absent period without prejudice to any other rights under the contract including termination and consequences. In such a case, OMC reserves the right to get the vehicle through other agencies.

B. For Vehicles to be provided on "As and When Required Basis"

if the Service Provider fails to provide the vehicles as enumerated in the Agreement/ Order, OMC reserves the right to get the vehicle through other agencies laying a penalty of INR 1000/- for non-supply/ refusal to supply of vehicle per occasion.

- C. If the Service Provider fails to provide vehicles(s) on at least 4 (four) number of occasions, then OMC has the discretion to reduce its share of business which is defined in Clause No. 9.2.1 and allot the same share to the Service Provider whose performance is better or may be distributed between the other parties .
- D. The Corporation reserves the right to terminate the contract, if the Service Provider fails to provide vehicles on more than 10 (ten) number of occasions per year of contract. In

such cases, the Performance Security of the concerned Service Provider shall be forfeited besides imposition of penalty as per **(A)** and **(B)** above.

- 11.2. In case of delay in delivery of the services, the LD shall be calculated as 2% (two per cent) of the value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- 11.3. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 11.4. OMC shall have full liberty to realise the LD through the following ways:
 - A) Appropriation of the Performance Security; OR
 - B) Appropriation the of EMD (in case provision of Performance Security does not exist); OR
 - C) Reduction of the invoice/document value and release of the payment accordingly
- 11.5. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 11.6. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

12. Designated nodal officer and key contacts of OMC

13. Limitation of Liability

- 13.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the

other party for any indirect and consequential damages, loss of profits or loss of production.

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

14.1. 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.

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

Ref: [•]

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

BETWEEN

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

AND

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

WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this Agreement, in particular:

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

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) <Other important terms and conditions may be included>
- (d) 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
- (e) 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
- (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of Odisha Mining Corporation

(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:

14. Annexure 3: Format for Power of Attorney

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

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

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

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

For

Witnesses

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

1.

2.

Accepted

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

15. Annexure 4: Price Bid Format

1. Schedule of Rates for Vehicles on “Fixed Monthly Charges Basis”

#	Type of Vehicle	UoM	Weights	(in Figure) INR (excl GST)	(in Words) (excl GST)
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Monthly Charges	.7		
2	Toyota Innova, Tata Harrier or equivalent		.3		

a. Fuel Re-imburement to be made by OMC as per the table below:

S No	Type of Vehicle	Rate of Fuel to be supplied by OMCL for each category of vehicle (Minimum 12 hours daily)		
		Diesel (Km/ ltr)	CNG (Km/Kg)	Petrol (Km/ Ltr)
1	Swift Dzire/ Honda Amaze/ Hyundai Xcent or equivalent	20	23	17
2	Toyota Innova/ Tata Harrier or equivalent	9	NA	8
3	Mahindra Scorpio, Tata Safari or equivalent	10	NA	NA

b. Hourly Charges for the duties beyond 12 hours duty, INR 25 per hour.

2. Schedule of Rates for Vehicles on “As and When Required” Basis

Sl. No.	Type of Vehicle	UoM	Weights	Detention Charges per hour (except journey period) (Journey period will be calculated @ 50KM/hour)	(in Figure) INR (excl GST)	(in Words) (excl GST)
1	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Local (Rate for 8 hrs/ 80 kms in INR)	.15	NA		

2	Toyota Innova, Tata Harrier or equivalent		.20	NA		
3	Swift Dzire, Honda Amaze, Hyundai Xcent or equivalent	Outstation (Rate per KM in INR)	.10	35		
4	Toyota Innova, Tata Harrier or equivalent		.50	40		
5	Mahindra Scorpio, Tata Safari or equivalent		.05	40		

Note:

1. Reimbursement towards fuel expense for vehicle hired on “As and when required basis” will not be made by OMCL.
2. Refer **Clause 7.10** of SCC for Illustration of calculation of detention hours.

Note:

- i. Handwritten and over written Price Bid will be rejected. Only Type Written Price Bid will be accepted.
- ii. The rates to be quoted shall be as per the Price Bid Format and it shall include costs/expenses and statutory taxes excluding Goods and Service Tax. OMCL shall pay Goods and Service Tax as applicable at prevailing rates on submission of invoices as per rule (46 B) of the Goods and Service Tax Rule.
- iii. Evaluation method to find L-1, L-2, L-3..... Bidder shall be guided by the formula as stated in **Clause No.9** of SCC of tender document.
- iv. In case of discrepancy in prices between figure and word, price in words will prevail over price in figure.

Signature of the Bidder with seal

16. Annexure 5: GST Calculation

The bidders are required to provide the description of activities and applicable GST in the below format

S No	Description	SSC/HSN Code	Rate of GST
1	Hiring of Vehicles at OMC Head office in Bhubaneswar		

Signature of the Bidder with the Seal

17. Annexure 6: 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:

18. Annexure 7: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		

Date

Signature of the Authorized Signatory of the Bidder with Seal

19. Annexure 8: Mandate Form - on the letterhead of the Bidder

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the OMC Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

20. Annexure 9: Format for Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 (“OMC”) has issued a Letter of Award (LoA) dated (the “LoA”) whereby OMC has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish Performance Security to OMC of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any

other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

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

Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

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

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (UNION BANK, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592)

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

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

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

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

21. Annexure 10: Affidavit to take full responsibility on all Statutory related matters
(To be notarized and submitted as part of the Agreement for Vehicle Hire)

I/We _____ (Name of the owner/ Agency) do hereby solemnly affirm and state as follows:

1. That I/We shall pay the wages not less than the minimum wages to the drivers/workers engaged for the work under this contract.
2. That I/We shall be solely responsible to comply with all the statutory obligations as employer including all contributions under P.F and Pension Scheme (EPF) etc under the Employees' Provident Fund and Misc. Provision Act 1952, Employees' Deposit Linked Insurance (EDLI), Employees' State Insurance Act 1948, etc and all other such obligations/liabilities in respect of the Driver/Workers engaged by me for the job under this contract as per applicable statutory provisions /Law and Government Notifications and will take full liability on this account.
3. In the event of failure of the above on my part to comply with the above, OMC shall be entitled to recover the amount by deduction from any amount payable to me/my firm under this contract including the Security Deposit, or as any debt payable by me.
4. Further I/we affirm that I/We shall be responsible to make payment of retrenchment compensation to my workers as per statute.
5. That this affidavit is being produced before the authority of The Odisha Mining Corporation Ltd in respect of the work "Engagement of the Vehicle bearing Regd.No. _____ on hire" for the period from _____ to _____ at _____ office/Mines of OMC Ltd.

Signature of the firm/Agency/Owner of the vehicle.