

ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Bid Document

For

**Empanelment of Agencies for
implementation & assessment of multi-
sector CSR and convergence projects
across different locations within Odisha
(through e-tendering)**

Bid document No: OMC/E-PROC/C&P/037/2026-27, Dtd. 09/09/2026

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E-procurement notice

Bid document No.: OMC/E-PROC/C&P/037/2026-27, Dtd. 09/09/2026

1.	Work name	Empanelment of Agencies for implementation & assessment of multi-sector CSR and convergence projects across different locations within Odisha.
2.	Availability of tender documents on the e- tendering portal of Government of Odisha	Date: 11.09.2026
3.	Pre-bid meeting	Date: 21.09.2026; Time: 3:30 PM (To be held through VC)
4.	Bid Due Date	Date: 12.10.2026; Time: 3:00 PM
5.	Opening of Techno-Commercial Bid	Date: 12.10.2026; Time: 5:00 PM

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/ all the bids or to annul the bidding process 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 2377488, 2377318

1. Schedule for the Tender

Sl. No.	Parameter	Particulars
1.	Date of publication of NIT	Date: 10.09.2026
2.	Availability of tender documents on the e- tendering portal of Government of Odisha	Date: 11.09.2026
3.	Last date for sending queries to OMC	Date: 20.09.2026; queries may be sent by email to diptimayee.dash@odishamining.in and cmc@odishamining.in
4.	Pre-bid meeting	Date: 21.09.2026; Time: 3:30 PM (To be held through VC)
5.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 25.09.2026
6.	Bid Due Date	Date: 12.10.2026; Time: 3:00 PM
7.	Opening of Techno-Commercial Bid	Date: 12.10.2026; Time: 5:00 PM

2. Data Sheet

Sl. No.	Parameter	Particulars
1	Name of tender	Empanelment of Agencies for implementation & assessment of multi-sector CSR and convergence projects across different locations within Odisha.
2	Type of tendering	Open tendering for Empanelment
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) Note: Bidders registered in Micro & Small Enterprises (MSE) category in the state of Odisha for similar category of Services, are exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit Tender Paper Fee.
6	Earnest Money Deposit (EMD)	Bid Security Declaration to be submitted by the Bidders in lieu of EMD in the format provided in Annexure 8
7	Performance Security	a. Against Empanelment Amount: INR 50,000 /- (Rupees Fifty Thousand only) Payable directly to OMC Ltd. within 15 days of issuance of Letter of Empanelment (LoE) to the bidder. b. After issuance of work order/ LOA to the empaneled agency post award through Tendering process: 10% of the Contract value (excluding taxes) without any adjustment of Performance Security submitted in lieu of this empanelment. <u>Note:</u> Performance Security Amount shall be submitted in the form of DD or eBG or Bank Guarantee in the format provided in Annexure 7 by the Empaneled Bidders.
8	Nodal Officer	Name: Diptimayee S Dash Phone No.: +91 7003991626 E-Mail: diptimayee.dash@odishamining.in / cmc@odishamining.in
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751001 Odisha, India
10	Bid document No.	OMC/E-PROC/C&P/037/2026-27, Dtd. 09/09/2026

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 Bid Due Date, 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

BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EC	Environment Clearance
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employees 'State Insurance
ESIC	Employees' State Insurance Corporation
EPFO	Employees' Provident Fund Organization
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
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
Labour Codes	Four Labour Codes i.e. The Code on Wages 2019, The Code on Social Security 2020, The Occupational Health, Safety and Working Conditions Code 2020, The Industrial Relations Code 2020
MD	Managing Director
LoE	Letter of Empanelment
MICR	Magnetic Ink Character Recognition
MoEF & CC	Ministry of Environment and Forest & Climate Change
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NGO	Non-Government Organization
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OMC	Odisha Mining Corporation
PAN	Permanent Account Number

PF	Provident Fund
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SPC	Special Purpose Company
SEIAA	State Level Environment Impact Assessment Authority
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, labour codes, legislations, statutes, statutory schemes, by-laws, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders/ awards/ guidelines of any a competent 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, as may be in force and effect during the subsistence of Tender/Agreement;
- 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 Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 “Notice Inviting Tender” or “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/C&P/037/2026-27, Dtd. 09/09/2026 for “Empanelment of Agencies for implementation & assessment of multi-sector CSR and convergence projects across different locations within Odisha” and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
 - a) This Bid document;

b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);

- 5.14 "OMC" means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.15 "Pre-bid Meeting" means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.16 "Price Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 "Revised Price Bid" shall have the meaning given to it in Clause 8.21.1;
- 5.19 "Selected Bidder" shall have the meaning given to it in Clause 10.11;
- 5.20 "Successful Bidder" shall have the meaning given to it in Clause 10.12;
- 5.21 "Technical Criteria" shall have the meaning given to it in Clause 7.1;
- 5.22 "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 Price Bid;
- 5.23 "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.24 "Empaneled Vendor" means a Technically Qualified Bidder who has been selected based on rank as per Clause 8.20
- 5.25 "Tender Paper Fee" shall have the meaning as set forth in Clause 8.6;
- 5.26 "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 OMC intends to empanel Agencies for implementation, execution and monitoring of various welfare schemes and development projects across the State of Odisha. The empaneled agencies may be engaged for one or more of the activities, as may be specified by OMC for an individual assignment, Projects related to Schedule VII activities under section 135 of Companies Act, 2013.
- 6.2 The maximum limit of one single order against this empanelment shall not exceed INR 3.00 Crore (Rupees Three Crores only) excluding GST. However, the project related expenses that are not executed by the Agency against a particular order shall be excluded from this limit.
- 6.3 Whenever requirement arises, a Limited tender enquiry shall be sent to the empaneled agencies based on minimum of 03 (Three) years' work experience in relevant thematic areas covered under Schedule VII of the Companies Act, 2013. The agencies who are empaneled shall submit their price bid as per clause 10.9 under 'Instructions to Empaneled Vendors for Participation in Limited Tenders'. However, **in case of impact assessment assignments, the Agency who was involved during execution will be excluded from the bidding process. There shall be no exclusive empanelment for Impact Assessment. However, the Impact Assessment activities may be undertaken either through the empaneled agencies finalized through this Tender or through open tendering process (but excluding the Agency who has executed the particular project), as deemed appropriate by OMC Management.**
- 6.4 The agency shall have demonstrable experience of undertaking assignments/ projects for Government Departments, PSUs, Government Institutions, Private Sector Organizations, Development Institutions or other credible Organizations in one or more areas covered under the Schedule VII activities under section 135 of Companies Act, 2013. The Agency shall deploy professionals as per job requirement as indicated in Clause No. 4.1.2 of Annexure 2 (SCC).
- 6.5 In case of any requirement other than OMC, this empanelment may be used by Govt. of Odisha/ any other Ministry/ Department/ PSU/ autonomous body/ Institute under Government of Odisha for implementation & assessment of multi-sector CSR initiatives and convergence projects across different locations within Odisha at their discretion. In such case for successful execution of the event, the concerned Ministry/ Department/ PSU/ autonomous body/ Institute shall directly coordinate and onboard the agencies after following their due applicable procedure.
- 6.6 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 (Special Conditions of Contract).
- 6.7 The "General Conditions of Contract-Services" as enclosed in the tender at Annexure 1 and "Special Conditions of Contract" as enclosed in the tender at Annexure 2, 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	<u>Technical Criteria</u>	
7.1.1	Years of Experience The Bidder must have at least 3 years of experience in successful implementation of Projects related to any Schedule VII activities under section 135 of Companies Act, 2013.	Self-attested copies of a) Relevant contracts or work orders or agreements or MOUs or LoAs or Assignments containing the scope of services. b) Completion certificate from their clients/ customers/ employers, regarding successful completion of the services.
7.1.2	Project Execution Experience: The Bidder must have experience of successful implementation of at least 03 (three) projects during last 05 (Five) years as defined in any Schedule VII activities under section 135 of Companies Act, 2013 for any PSU / Govt. Department / Private Sector/ International Organization. <u>Note:</u> Applicable 5 (five) years – 1 st April' 2021 to 31 st Mar' 2026	Note: 1) In case the completion certificate is not available, certificate of statutory auditor of the bidder certifying the scope of the event shall be submitted. * <u>Statutory auditor: Auditor who is signing the last financial year Balance Sheet and Profit & Loss Statement of the Bidder.</u> 2) For ongoing Contract/ Agreement/ order, please refer point no. (b) under the note below the Eligibility Criteria.
7.2	<u>Financial Criteria</u> Average financial turnover of the Bidder in last 03 (three) financial years should be at least INR 03 (Three) Crore. <u>Note:</u> Applicable 03 (three) years are FY 2023-24, FY 2024-25 and FY 2025-26	Copies of audited financial statements (Balance Sheets and Profit & Loss statements)

7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public) under Section 8 of companies act, or ii) a Society, or iii) a Public Trust iv) any Institutional Body or Govt. Organization	Copies of i. <u>Company (Private or Public)</u> • Certificate of Incorporation • Memorandum of Association • Articles of Association • proof of Registration in DARPAN with NITI Aayog ii. <u>Society</u> • proof of Registration under Societies Registration Act. • Byelaw/ Memorandum of Association • Resolution to Bid (A signed resolution from managing committee authorizing the participation in specific Tender) • proof of Registration in DARPAN with NITI Aayog iii. <u>Public Trust</u> • Registered Trust Deed or Byelaw/ Memorandum of Association. • Resolution to Bid (A signed resolution from managing committee authorizing the participation in specific Tender) • proof of Registration in DARPAN with NITI Aayog iv. <u>Any Institutional Body or Govt. Organization</u> • An Official Office Memorandum (OM), Administrative Approval, or executive order from their administrative ministry/ Department authorizing them to undertake external commercial projects. • Charter or Act of Parliament: A copy of the statutory act, gazette notification, or memorandum of association that established the institution, defining its legal mandate • Delegation of Power • proof of Registration in DARPAN with NITI Aayog (if applicable)
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	The Bidder must have an office in Odisha	GST Registration document of Odisha / Rent Agreement. In-case, any Bidder at present do not have the office in Odisha, they shall submit an undertaking to establish the office within 60 (Sixty) days of receipt Letter of empanelment.
7.3.4	The Bidder should be registered under CSR-1 with Ministry of Corporate Affairs (MCA), Govt. of India.	Registration certificate issued by MCA
7.3.5	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 4
7.3.6	Tender Paper Fee, EMD amount and Power of Attorney	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 should have its own valid EPFO Code, ESIC Registration Number and Labour Identification Number. All relevant documents in this regard to be submitted along with the Bid document.	a. Copy of EPFO Registration document showing Establishment PF code number. b. Copy of ESIC Registration document showing Establishment ESI Code. c. Copy of LIN (Labour Identification Number).

Note:

- a. The value of the contracts or Service Orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. The word 'successfully implemented' shall mean that under a particular Contract/ Agreement/ order/ MoU/ Assignment, the Bidder ought to have completed the scope of

services in the technical capacity against this Tender scope of work within the defined period, even if the total Contract/ Agreement/ order 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 **consortium and Joint Venture are NOT** allowed
- d. Any document submitted by the Bidder if found forged/ false, the Bidder shall be liable for appropriate action under the Bharatiya Nyaya Sanhita, 2023 at any point of time during the bid evaluation process or during the execution of Work.

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 11.
- 8.4 For the empanelment of Agency, the bids are to be submitted in one cover, consisting of Techno-Commercial Bid (under Cover I). The Techno-Commercial 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. **In case of a company, the Power of Attorney shall be accompanied with the copy of the Board Resolution.** Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. **For clarity, it is being clarified that Bidders registered in Micro & Small Enterprises (MSE) category in the state of Odisha for similar category of Services,**

are exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit Tender Paper Fee. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document in support of exemption, are ineligible for bidding and such bids shall be summarily rejected.

- 8.7 Earnest Money Deposit (EMD) / Bid Security Declaration in-lieu of EMD
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit Bid Security Declaration in lieu of EMD as per Annexure 8. The Declaration shall be valid throughout the Empanelment Period.
- 8.7.2 Disqualification and Suspension: The Bidder shall submit, the Bid Declaration in lieu of EMD. Bidder may be disqualified or suspended for a period of 1 years 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 Empanelment Letter or 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;
 - vii) in case the Techno-Commercial Bid of a Bidder contains any information on the price bid of the Bidder;
- 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 and 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. Therefore, the Bidders are requested to visit the website of OMC as well as the e-procurement portal of the Government to get themselves updated. 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/she 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.
- 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 all the documents as indicated in the Checklist -Annexure 5 of the Tender along with copy of Signed Checklist
- 8.15.2 Price Bid: No Price Bids needs to be submitted during the current tender process of empanelment of Bidder
- 8.16 Material deviation
- 8.16.1 Bids shall be liable for rejection in case of material deviation as well as for submission forged documents. Apart from other conditions, material deviation 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 at its own discretion request any bidder to submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

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

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

8.19 Evaluation of Techno-Commercial Bids:

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete in all respect or not and whether the required documents have been submitted in the correct formats or not and whether the documents have been properly signed by the Authorized Signatory or not and whether the Techno-Commercial Bid is in order or not. Bidder should conform 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/ necessary, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, with respect to any doubts or illegible documents. If there is no doubt on the uploaded documents, no clarification is required to be called from any Bidder. 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. Non-submission of legible documents may render the bid non-responsive, pursuant to such clarification. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the documents called for/ sought for, through email. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically call for/ asked for by OMC will be allowed and even if submitted, they may not be considered by OMC. The Authority inviting Bid is not bound to accept/ consider any additional document submitted by the Bidder on his/ her/ its own will, without being called for to do so.
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.
- 8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. **Techno-Commercial Bids which fulfill the above criteria, and which receive Technical Marks of 60 (sixty) or higher out of 100 shall be considered to be technically qualified bids.** After evaluation, OMC shall rank the technically qualified bidders against each category according to the marks.

8.19.6 The Technical Scoring criteria is specified below:

#	Criteria	Max. Score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	Experience of the firm	50		
1A	<u>Years of Experience: (in-line with Clause No. 7.1.1)</u> Number of years of experience of successful implementation of any Projects under Schedule VII activities under section 135 of Companies Act, 2013 a) 3 years b) 4 - 6 years c) More than 6 years	20	a) 10 Marks b) 15 Marks c) 20 Marks	Self-attested copies of a) Relevant contracts or work orders or agreements or MOUs or LoAs or Assignments containing the scope of services b) Completion certificate from their clients/ employers, regarding successful completion of the services <u>Note:</u> In case the completion certificate is not available, certificate of statutory auditor of the bidder certifying the scope of the event shall be submitted
1B	<u>Project Execution Experience: (in-line with Clause No. 7.1.2)</u> The Bidder must have experience of successful implementation of any projects during last 10 (Ten) years as defined in any Schedule VII activities under section 135 of Companies Act, 2013 for any PSU / Govt. Department /Private Sector/ International Organization. a) 3 Projects b) More than 03 projects and Upto 06 Projects c) More than 06 Projects <u>Note:</u> Applicable 10 (Ten) years – 1st April' 2016 to 31st Mar' 2026	20	a) 15 Marks b) 17.5 Marks c) 20 marks	Self-attested copies of a) Relevant contracts or work orders or agreements or MOUs or LoAs or Assignments containing the scope of services b) Completion certificate from their clients/ employers, regarding successful completion of the services <u>Note</u> - In case the completion certificate is not available, certificate of statutory auditor of the bidder certifying the scope of the event shall be submitted.

#	Criteria	Max. Score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1C	Experience of successful execution of any projects in the state of Odisha which falls under the schedule VII under section 135 of Companies Act, 2013 for any PSU / Govt. Department / Private Sector during the last 5 (Five) financial years. a) 02 Project b) More than 02 Projects and upto 04 Projects c) More than 04 projects Note: Applicable 5 (five) years – 1st April' 2021 to 31st Mar' 2026	10	a) 7.5 Marks b) 8.5 Marks c) 10 Marks	Self-attested copies of a) Relevant contracts or work orders or agreements or MOUs or LoAs or Assignments containing the scope of services b) Completion certificate from their clients/ employers, regarding successful completion of the services <u>Note</u> - In case the completion certificate is not available, certificate of statutory auditor of the bidder certifying the scope of the event shall be submitted.
2	Financial Strength	20		
2A	Average turnover of the bidder in last 3 (three) financial years (FY 2023-24, FY 2024-25 and FY2025-26) a) INR 3 Crore b) > INR 3 Crore <= INR 8 Crore c) > INR 8 Crore	20	a) 15 Marks b) 17.5 Marks c) 20 Marks	Audited Balance Sheet and profit & loss statement for the relevant Financial Years
3	Approach and methodology (A&M)	30		
3A	Presentation to be submitted by bidder - Understanding of the assignment - Approach and methodology - Team structure - Timeline - Risk and Mitigation plan - Details of similar completed service along with photographs - accreditation details - Reporting Mechanism	30	Only those Bidders who fulfill the requirements of the eligibility criteria (as given in Chapter 7) would be asked to submit a presentation on their approach & methodology. Presentation shall be submitted over email only.	
	Technical Marks	100		

Note: Period for the experience under Clause 8.19.6 shall be considered if contracts or work orders or agreements or MOUs or LoAs or Assignments submitted for each year.

- 8.20 Based on the rank of “Technically Qualified Bidder”, OMC shall declare the list of Empaneled Vendors. OMC at its own discretion shall decide the number of bidders to be empaneled.
- 8.21 Issue of notification of empanelment: The Empaneled Vendors shall be issued a Letter of Empanelment (LoE) and they shall acknowledge and accept the Letter of Empanelment (LoE) by returning a signed copy of the LoE within a period of 15 (fifteen) days of issuance along with submission of the Performance Security against empanelment, failing which the issued LoE may be cancelled, and necessary action shall be taken as per clause 8.7.2.
- 8.22 All the Empaneled Vendor/Bidders shall submit the Performance Security of Rs. 50,000/- (Rupees Fifty Thousand Only) at the Head Office, OMC Within 15 (fifteen) days of issuance of Empanelment letter. The Performance Security shall be in the form of eBG/ Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 7 or in the form of demand draft from a scheduled commercial bank and payable in favour of OMC LIMITED, Bhubaneswar, Odisha. The Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar. The Performance Security shall be valid for 3 (Three) Years.

Failure to submit the Performance Security within the stipulated period by the Empaneled Vendor/ Bidder, shall entail cancellation of empanelment and the process for holidaying/ banning/ blacklisting of the Selected Bidder may be initiated by OMC.

9. Additional Instructions to Bidders

9.1 Clause Deleted

9.2 Pre-bid Meeting

- 9.2.1 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 01 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.
- 9.2.2 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.
- 9.2.3 The Bidder should share the list of queries before the pre-bid meeting as per format in Annexure 11.

10. Instructions to Empaneled Vendors for Participation in Limited Tenders

The following terms and conditions are applicable for the empaneled vendors while participating in limited enquires for price quotations in addition to the terms and conditions mentioned in respective tender documents and amendments there on. In the event of any ambiguity or conflict between the terms and conditions, the chronological order of precedence shall be the order in which latest document shall prevail over all the previous documents.

- 10.1 The Empanelment qualifies a particular vendor for consideration for issue of tender notification in case of Tenders. However, this will not give any claim to the vendor for award of work / purchase order.
- 10.2 Vendors once empaneled, shall have to promptly reply to all the enquiries, execute orders as per the order and terms of OMC.
- 10.3 In case, if Empaneled Vendor is found in breach of any terms & condition(s) of OMC or Service Order, at any stage during the course of Limited Tendering Process or Contract Execution, the legal action, as per rules/laws, shall be initiated against the Empaneled Vendor and Performance Security if any, shall be forfeited by OMC, besides debarring and suspending the Empaneled Vendor concerned for at least one year for further dealings with OMC.
- 10.4 The Empaneled Vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form, without prior consent of OMC. Failure to do so shall result in termination of empanelment.
- 10.5 The Empaneled Vendor shall indemnify the OMC and user departments against all third-party claims related to services or any part thereof being provided by Vendor. OMC / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the Service Orders.
- 10.6 Empaneled Vendors shall be empaneled against this tender for a period of 3 years from the date of issuance of the LoE. The empanelment period may be further extended by 2 years based on satisfactory performance of the agencies and requirements of OMC. **During this period the Price bid may be sought from the Empaneled Vendors through separate enquiry / online bid.**
- 10.7 Whenever requirement arises, a Limited tender enquiry shall be sent to a group of empaneled agencies based on minimum of three (3) years' work experience in relevant thematic areas covered under Schedule VII of the Companies Act, 2013. The agencies who

are empaneled p shall submit their price bid as per clause 10.9 below. However, in case of impact assessment assignments, the Agency who was involved during execution will not be eligible to bid. **The Impact Assessment activities may be undertaken either through the empaneled agencies finalized through this Tender or through open tendering process (but excluding the Agency who has executed the particular project), as deemed appropriate by OMC Management.**

10.8 There shall be no tender fee for Limited tenders called for Price Bid from Empaneled Vendor.

10.9 Price Bid: The Price Bid shall be submitted by Empaneled Agency on the e-tender portal of the Government of Odisha or through email / hardcopy as per the price bid format provided by OMC during Limited Tender Enquiry.

10.10 Opening and Evaluation of Price Bids

The date and time of opening of the Price Bids shall be communicated to the Empaneled Vendor in writing by e-mail or registered post/Speed Post; A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid.

10.11 Selected Bidder: The Bidder who submits the lowest Price Bid 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 7 (Seven) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled, and the Selected Bidder may be disqualified and suspended for a year.

10.11.1 Tie-Bidders:

In the event that 2 (two) or more empaneled 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 Preferred 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 Preferred 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 Preferred Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

10.12 Signing of Agreement / Issuance of Service Order

10.12.1 For the contract value up to 5 Lakhs, Service Order shall be released without signing of Agreement

10.12.2 For the contract value more than 5 Lakhs

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 Bidder may be suspended for a year. 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.

10.13 **Performance Security:** The selected agency for an initiative, selected through limited tender enquiry among the empaneled bidders, shall submit the Performance Security of value 10% of the Contract value (excluding taxes) post adjustment of amount submitted after empanelment at the Head Office, OMC Within 7 (Seven) working days of issuance of work order/LOA to the empaneled agency. Performance Security shall be in the form of a Bank Guarantee/eBG from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 7 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 submitted post issuance of work order/LoA of a particular initiative shall be valid for atleast 60 (Sixty) days completion of scope of work as per work order/LoA. The Performance Security shall be released on completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

11. Additional Information on E-tendering process

- 11.1 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.
- 11.2 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.
- 11.3 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 and cancellation/ termination of contract/Agreement.
- 11.4 The Bidder will submit their Techno-Commercial Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I.
- 11.5 Procedure for bid submission and payment of Tender Paper Fee
 - a) 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.
 - b) Uploading of the Techno-Commercial Bid: The Bidders have to upload the required Techno-Commercial Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - c) Payment of Tender Paper Fee: Tender Paper Fee 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.
 - d) 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.

- e) 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.

11.6 Deleted

11.7 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.

11.8 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.

11.9 Evaluation of Techno-Commercial Bids in case of Empanelment Tender: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

11.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded and such Bidders shall also be informed through system generated e-mail and SMS alert.

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

Annexure 1: General Conditions of Contract-Services

1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order /Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by 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

- 3.1. All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.
- 3.2. All the work shall be carried out under the direction of and to the satisfaction of OMC.
- 3.3. All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the Service Order / Agreement.
- 3.4. Invoices for payment against Service Order / Agreement shall be addressed to OMC.
- 3.5. 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), 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 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/ labour codes and shall protect and indemnify completely 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:
 - a. If the successful Bidder fails to undertake the work after issuance of LoA, or
 - b. If the Service Provider abandons the work before its completion or during its extended period, or
 - c. If the work performed by the Service Provider is not as per the Agreement, or
 - d. On breach of Service Order / Agreement by the Service Provider.
- 8.3. The proceeds of Performance Security shall be appropriated by 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 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 in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8.5. For releasing of performance security, the service provider shall submit a No-claim Certificate to OMC stating that the service provider has no claim against this Contract, other than Performance Security. Before release of performance security/ final bill, the Project (or) Site Lead/ Coordinator, Welfare Officer, Finance Officer along with Nodal Officer have to ensure that the Service Provider has complied with the followings:

- a) There are no claim case/ cases of non-payment pending with the concerned Labour Authorities or any other such authorities for the contract period.
- b) PF and ESI (if applicable) deposit have been made for the contractual period with the statutory authority.
- c) Submission of returns to the RPFC & ESIC (if applicable) for the previous month and
- d) In case of non-applicability of ESI, the settlement of claim, if any under Employees Compensation Policy
- e) Submission of proof of documents on payment of Bonus as per the Payment of Bonus Act,1965/Code on Social Security 2020, Rules/ amendments made thereunder time to time.
- f) All legal dues have been paid to the workers engaged by the Service Provider during the contract period.
- g) Further, at the time of submission of the final bill, the agency shall submit the following documents:
 - i) An affidavit (Annexure 14) to the effect that no such case is filed or pending against them before the PF authority, ESI authority (if applicable) as well as labour authority pertaining to the contract. In case of non-applicability of ESI, the affidavit shall contain to the effect that no such claim is pending in connection with coverage of Employees/ Workers under Employees compensation policy.
 - ii) An Indemnity Bond to the effect that if there is any case found to have been filed/ pending/ or to be filed in future, in that case the agency shall indemnify OMC against any liability on OMC arising out of their omission/commission in respect of the instant contract to the extent amount involved (as provided in Annexure-12 hereto).

8.6. 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. It is the obligation of the Service Provider to submit the Bill complete in all respect, so as to enable the OMC to release the payments within the stipulated period, provided there is no other impediment.

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, 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.
- 14.5. Notice to workers/employees and protect their rights and intimation to concerned Statutory Authorities as applicable under various Labour Laws/ Rules, especially regarding lay-off, retrenchment as applicable & compliance as applicable.

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 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

Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, labour codes, 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 OMC owing to the Service Provider's failure to adhere to any of the instructions given by 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 OMC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by 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 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 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. Holiday Listing/Banning/Blacklisting

22.1 Circumstances of Holiday Listing

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

- i. not responded to request for quotations/tenders consecutively 3 times without furnishing a valid reason,
- ii. performance is below specified standard and/or below approved/specified limits,

- iii. the service provider is undergoing any process for removal from registration and consequently banning and blacklisting

22.2 Circumstances of Banning

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

- i. If security consideration of the state i.e., any action that jeopardize the security of the State.
- ii. 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.
- iii. If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- iv. 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.
- v. If submission of false/fabricated/forged documents for consideration of a tender
- vi. Any other violation as may be decided by the competent authority

22.3 Circumstances of Blacklisting

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

- i. If security consideration of the state i.e., any action that jeopardize the security of the State.
- ii. 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.
- iii. If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- iv. 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.
- v. If violation of important conditions of contract/agreement.
- vi. If submission of false/fabricated/forged documents for consideration of a tender

23. Insurance

- 23.1. The Service Provider shall, at its cost and expense, purchase and maintain, during the contract period, all insurances covering all risks, damages, loss etc. in respect of the manpower, equipment, instruments etc. that are being deployed or installed by the Agency for execution of the contract in accordance with the Good Industry Practice. The insurance cover shall be in favour of the agency and valid throughout the contract period. Insurance shall cover personnel 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 if asked by the concerned nodal person. 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. Deleted

24. Statutory and Legal requirements

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/ The Occupational Safety, Health and Working Conditions Code'2020 and shall bear all necessary expenses in this regard.

24.2. The Service Provider at it's own cost, observe, perform and comply with the provisions of the applicable Acts, Labour Codes, Rules, Statutes & Laws. In case the Service Provider fails to observe, perform and discharge its/his/her obligation under the Applicable Laws & Labour Codes, OMC shall recover from the Service Provider any cost or expenses that it may have incurred, or incurred or suffered on account of the Service Provider's failure to observe or comply with Applicable Laws/Labour Codes. The Service Provider shall maintain such registers & records and file such returns, as required under various statutes, for production of the same before OMC and/or other statutory authorities prescribed in this behalf as & when required. 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. The Service Provider shall abide by all applicable statutory provisions including safety, health, welfare measures & working conditions under Four Labour Codes (i.e., The Code on Wages'2019, The Code on Social Security 2020, The Industrial Relations Code 2020 and The Occupational Safety, Health and Working Conditions Code 2020)

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.

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:

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. The Selected Agencies through Limited Tender shall fill and submit the signed copy of Annexure – 9 "SA 8000 Compliance" format before signing of the Agreement.

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 & labour codes 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. The Service Provider shall ensure the notice of accidents & dangerous occurrence in accordance with provisions of the Occupational Health, Safety and Working Conditions Code 2020.

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.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract shall 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 corresponding/ relevant clauses/ provisions of General Conditions of Contract to the extent of that inconsistency.

2. Background

Odisha Mining Corporation Limited (OMC) is a Gold Category Public Sector Undertaking (PSU) established on 16 May 1956 as a joint venture company between Government of Odisha and Government of India to explore and harness mineral wealth of Odisha and make value addition. Subsequently, on 17 November 1961, OMC became a wholly State- owned Corporation of Government of Odisha. The major minerals mined by OMC are chrome, iron and manganese ore which cater to the requirement of mineral-based industries such as steel, sponge iron, pig iron, ferro-manganese, ferro-chrome, etc.

In the last six and a half decades, OMC has come a long way, and today, the wholly owned Corporation of the Government of Odisha has established itself as the fastest and one of the largest mining companies in India.

OMC undertakes exploration, mining and trading of iron, chrome and bauxite ores in Jajpur, Keonjhar, Sundargarh, Koraput and Rayagada districts of Odisha. OMC's CSR activities focus on improving quality education, healthcare, environmental measures, safe drinking water, renewable energy for rural electrification, plantation, road connectivity and rural infrastructure in backward districts of Odisha.

3. Scope of work

Empaneled organizations will facilitate implementation of different schemes across health, nutrition, sanitation, education, skill training, livelihood, gender, social security, environment and infrastructure development, including convergence with line departments.

3.1 The Agency will implement multi-sector CSR and convergence projects which includes the following:

- 3.1.1 Quality education (e.g., **ICT, and learning materials**, remedial coaching, support for higher education, Promotion of professional courses, labs, teacher training, residential coaching such as IIT/NIT preparation).
- 3.1.2 Healthcare strengthening (e.g., health camps, nutrition interventions, mobile medical units, Home-Based Newborn Care / Home-Based Newborn Care, awareness).
- 3.1.3 Environment and WASH (plantation, eco-tourism, safe drinking water systems, sanitation behaviour change, solid & liquid waste management).
- 3.1.4 Skill development & livelihoods (placement-linked skilling, entrepreneurship, producer group/cooperative strengthening, value chain development in agriculture/handloom).

- 3.1.5 Infrastructure facilitation (community assets, education/health facility upgradation) aligned with CSR policy and approvals.
- 3.1.6 Sports & culture promotion and social security facilitation (DBT linkages, pensions, insurance).
- 3.1.7 Provide handholding support in target areas to ensure effective implementation of Government programmes and extend their benefits to all eligible beneficiaries.
- 3.1.8 To undertake the impact assessment studies and submit report as per the provisions of Rule 8 (3) of the amended Companies (CSR Policy) Rules for CSR Projects being implemented by OMC/ Govt. of Odisha/ any other Ministry/ Department/ PSU/ autonomous body/ Institute under Government of Odisha throughout the state.

3.2 Key roles and responsibilities of the Service Provider

- 3.2.1 Conduct awareness and sensitization programmes on community issues, government welfare schemes and entitlements.
- 3.2.2 Disseminate information on guidelines, schemes and programme components relevant to communities, particularly under focused development.
- 3.2.3 Establish rapport with communities through regular village visits and active engagement in community spaces.
- 3.2.4 Organize meetings to capture community demand for livelihood, health, skilling, education and social issues; prepare plans with villagers and obtain OMC approval.
- 3.2.5 Facilitate household surveys, baseline studies and market assessments using participatory tools such as PRA.
- 3.2.6 Identify needs and opportunities for livelihood, education, health, rural infrastructure and sanitation and other such areas.
- 3.2.7 Assess strengths and gaps of SHGs, Producer Groups, Cooperatives and similar institutions.
- 3.2.8 Maintain household databases, including vulnerable and excluded groups.
- 3.2.9 Develop and implement Capacity Building Plans (training, exposure visits, orientations) for communities and CBOs on livelihood, governance and service delivery.
- 3.2.10 Train group leaders on organizational management, leadership, financial literacy and institution-building.
- 3.2.11 Support implementation of government-assigned or NGO-proposed development projects.
- 3.2.12 Design, manage and execute field-level interventions with Govt and OMC.
- 3.2.13 Ensure timely achievement of physical and financial targets aligned to Annual Work Plans.
- 3.2.14 Collect and report data required by OMC for monitoring and decision-making.
- 3.2.15 Assist beneficiaries/groups in opening bank accounts to enable DBT under programme components.
- 3.2.16 Identify gaps in Government programme implementation and provide handholding support in target areas.

4. Statutory Laws / Taxes / Insurance / Permits

- a. The Service Provider shall comply with all relevant Rules and regulations of the Occupational Safety, Health & Working Conditions Code 2020, applicable at present and may be enforced from time to time. The Service Provider shall abide by all Statutory Laws /Labour Codes & Rules as may be applicable in this Contract.

- b. The Service Provider shall 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.

4.1 Manpower deployment:

- 4.1.1 In respect of all the manpower deployed by the Service Provider for the delivery of services to OMC, the Service Provider shall comply with all legislations Labour Codes and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, Employee Compensation Policy (if ESI not applicable), welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- 4.1.2 The Service Provider shall deploy experienced qualified professionals (such as MBA or Postgraduate Diploma or Masters in Rural Management/ Rural Development / Sociology / Rural Development/ Development Studies/ Sustainable Development / Social Sciences /Social work etc.) before implementation of work based on the nature of job and as per the requirement. The CVs of such professional shall be approved by OMC before engagement. The details of required qualification and experience shall be mentioned in the Limited Tender.
- 4.1.3 The Service Provider is required to obtain a Labour License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor(R&A) Act/ the Occupational Safety, Health & Working Conditions Code 2020 & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.
- 4.1.4 The Service Provider shall conduct background check of each and every employee that are to be deployed in OMC. Background check shall however be limited to the verification of employment check, reference check, identity check (PAN No. Aadhaar No. etc.) and educational qualification only.
- 4.1.5 All details, background checks, attendance sheets, reports, other documents prepared by the Service Provider for the OMC under this Contract shall become and remain the property of the OMC, and the Service Provider shall, not later than upon termination or expiration of this contract deliver all such documents to OMC, together with a detailed inventory.
- 4.1.6 **Service Provider shall give preference to local manpower based on the required skill set suitability.**
- 4.1.7 The persons to be engaged under Service Provider shall be exclusively guided & regulated by the service conditions of Service Provider.
- 4.1.8 The Service Provider shall effectively manage Unions/ Federations/ Committees/ local stakeholders by addressing their issues proactively and resolve the matters, if any before labour/ statutory authorities towards smooth operation Mines/Unit.
- 4.1.9 Notice to workers/employees and protect their rights and intimation to concerned Statutory Authorities as applicable under various Labour Laws/Rules, especially regarding lay-off, retrenchment as applicable & compliance as applicable.

4.2 Statutory Laws

- 4.2.1 All the prevailing statutory laws, Labour Codes and Regulation/Acts and Rules etc. as applicable to this contract shall be complied by the Service Provider. In case of failure to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Service Provider and/or take such action as deemed fit at its risk and cost.
- 4.2.2 The service provider shall adhere to and comply with all labour laws in India that may be applicable to the workmen engaged by him and extend all benefits, including but not limited to, Provident Fund, ESI, Employees' Compensation, Bonus Gratuity, Minimum Wages, Leave & Leave Encashment, Retrenchment Benefits etc. The sole responsibility of the same shall be of the service Provider and any liability arising out of omission and/or commission of any statutory duty shall be on the account of the service Provider.
- 4.2.3 The Service Provider shall be fully responsible and will regulate recruitment, terms & conditions of employment/non employment, conditions of service, Welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/ holidays & benefits etc. of personnel deployed.
- 4.2.4 There will be no relationship of Employer- Employee between OMC and man-power engaged by the Service Provider under the contract, it shall be the responsibility of Service Provider to regulate the terms of engagement of the manpower without any liability whatsoever to OMC.
- 4.2.5 The Service Provider shall abide by the decision/ recommendation/ award of the labour court/ industrial tribunal/ wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision/ recommendation/award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws & Labour Codes including such legislation/ award/ decision and produce them before OMC and other authorities as and when required under any applicable laws.
- 4.2.6 The Service Provider shall maintain proper records of his employees' attendance. A copy of the attendance duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice. However, ESI contribution may be applicable if the workplace/Mines are covered/notified under ESI. If ESI is not applicable in the particular location, insurance coverage under Employees' Compensation Act/ the Code on Social Security Code 2020 shall be ensured.
- 4.2.7 The Service Provider shall pay the wages not less than the applicable minimum wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India or State Government of Odisha from time to time and statutory dues as fixed under various labour laws/ codes to all the manpower deployed. The Service Provider shall strictly comply to the provisions of the Code on Wages' 2019.
- 4.2.8 The Service Provider shall make payment of current month wages to its manpower on or before 7th of succeeding month and payment to individual workers/employees shall be made through bank only. Wage slips shall be issued to the workers. The documentary proof related to disbursement of wages to its manpower certified by Bank (must contain wage credit date, wage details, transaction ID, etc.) shall be provided along with Bill to OMC by the Service Provider. No cash payment is allowed.

- 4.2.9 The Service Provider shall ensure to pay the entire wages payable by it under Minimum Wages Act/ the Code on Wages 2019 as applicable from time to time, and service provider further ensure to deposit the PF and ESI (if applicable) contribution on such wages with the appropriate authorities within due date and shall submit the copy of challan for the PF & ESI contribution deposited by it along its details to OMC. In case, the service provider fails to provide the requisite returns/certificates as aforesaid, the payments of its bill shall be stopped by OMC. And OMC shall terminate the contract forthwith without any notice to the service provider.
- 4.2.10 The Service Provider shall ensure that the services are rendered uninterruptedly. The same shall not be affected by any kind of Strike, Rally, Bandh or Dharana or protest staged by any stakeholder during the contract period.
- 4.2.11 The Service Provider shall enroll the name of all the manpower deployed for the vehicles in all the relevant statutory registers.
- 4.2.12 The Service Provider will be liable to pay retrenchment compensation, notice pay, gratuity, bonus & leave wages/encashment as payable and the OMC will not be held liable for any obligation of the service provider.
- 4.2.13 The Service Provider shall prepare, maintain and submit all records, documents, returns, registers, notice etc. as required under various Labour Legislation's/applicable laws/ Labour Codes in the prescribed manner as applicable from time to time and submit the same within prescribed time to the concerned statutory authorities and produce the same on demand of OMC or any statutory authority inspecting the records.
- 4.2.14 The Service Provider shall keep update knowledge of the various labour laws/ Labour Codes & Rules as are and which become applicable from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law applicable to the Personnel engaged by Service Provider, the service provider shall be sole responsible and liable for penal action that may arise as a result of such breach or violation and consequences thereof, if any.
- 4.2.15 The Service Provider has also to extend all benefits to all the workmen so deployed including but not limited to Provident Fund, ESI (where applicable), Bonus, Gratuity, Minimum Wages, Leave Wages/ Encashment, Compensation, Casual/ Sick Leave/ National/ Festival Holidays, Medical/ Welfare facilities etc.
- 4.2.16 All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service Provider and payment to its workers to be made accordingly.
- 4.2.17 The Service Provider shall issue letter of appointment to its manpower in a prescribed format in accordance with provisions of the Occupational Health, Safety and Working Conditions Code 2020.
- 4.2.18 The Service Provider shall strictly comply to the provisions related to Health, safety & working conditions, welfare, Hours of Work, Annual Leave with Wages, maintenance of registers, records & returns and other provisions under the Occupational Safety, Health and Working Conditions Code 2020 & Rules thereof.

4.2.19 The Service Provider shall strictly adhere to the provisions of the Labour Codes & Rules thereof, failing which, the strict action may be taken by OMC in accordance with the applicable Laws/Codes.

4.2.20 The Service Provide shall submit the Annual Returns and other Returns to appropriate authorities in online or as prescribed under the provisions of the Labour Codes.

4.2.21 Medical Facilities/ Examination

4.2.21.1 The Service Provide has to provide all medical facilities to the manpower deployed.

4.2.21.2 The Service Provider at his cost shall arrange for medical examinations including initial and periodical medical examination to its manpower in accordance with provisions of the Occupational Health, Safety and Working Conditions Code 2020. However, in case the Service Provider does not do the same, OMC Ltd. may do the same on behalf of the Service Provider and the entire cost so borne shall be deducted from the payables of the Service Provider.

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

4.3.1 The Service Provider shall abide by the provision of the payment against the Payment of Gratuity Act, 1972, Bonus Act, 1965 and in accordance with the provisions of the Code on Social Security 2020 and amendments thereof and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before OMC and/or any other Authorities as per the Applicable Laws as and when required.

4.3.2 The agency shall solely be responsible in respect of payment to the labours under the Payment of Gratuity Act, 1972 & payment of Bonus Act, 1965 and in accordance with the provisions of the Code on Social Security 2020 as amended from time to time. He shall also be solely responsible for maintenance of records in respect of the above payment and submission of returns in accordance with the provisions of applicable of Labour Codes.

4.3.3 The Service Provider shall give an undertaking that he will discharge this liability without fail as well as furnish an indemnity bond indemnifying OMC from liabilities whatsoever.

4.4 Payment of Wages to Workers

4.4.1 Payment of wages to workmen employed by the Service Provider shall be paid by the Service Provider in accordance with provision the Occupational Safety, Health and Working Conditions Code 2020 & the Code on Wages'2019 and rules made there under.,

4.4.2 The rate of daily wages shall not be less than central minimum wages/ floor wages as fixed by the Government from time to time. The wages of every worker shall be paid by the Service Provider within seven days of the monthly wages due. Any increase of minimum wages or VDA by the Govt. during the period of contract shall be to the account of the Service Provider. Bonus/ Terminal benefit should be paid by the Service Provider without claiming from OMC.

4.4.3 The Service Provider should make payment through any nationalized bank to the workmen bank account directly every month to the deployed workmen within the first seven days of succeeding month. The above bank payment sheet has to be witnessed / certified by the key contact of OMC.

- 4.4.4 Where the employment of any worker is terminated / retrenched by the Service Provider, the wages and other benefits earned by them shall be paid on the day of termination/retrenchment by the Service Provider. The key contact of OMC will not be in any way responsible for non-payment of wages by the Service Provider to their workmen.
- 4.4.5 In case the Service Provider fails to make payment of wages within the prescribed period or make short payment, the key contact of OMC shall take appropriate action for payment and recover the amount so paid from the contractor either by deduction of any amount payable to the Service Provider under any contract or security deposit of the contracts under any contract. If the recovery could not be made, the amount will be recovered as a Public Demand as per the O.P.D.R. Act, 1962 and Rules framed thereunder/ Civil suit may be instituted against the Service Provider for the purpose.
- 4.4.6 The age of workers engaged by Service Provider should not be less than 18 years and not more than 60 years.

5. Terms and tenure of the empanelment

- 5.1 The overall tenure of the empanelment is for 03 (Three) years from the date of empanelment.
- 5.2 During this time period of empanelment, as and when requirement for various CSR Initiatives arises, OMC shall send limited tender enquiries to the empaneled agencies (based on minimum of 03 (Three) years' work experience in relevant thematic areas covered under Schedule VII of the Companies Act, 2013) to submit their offers to take up the jobs. The empaneled agencies shall have to quote competitive rates within given timeframe and the agency who submits the lowest price shall be selected to take up that particular job and thereafter issued the work order. In case of insufficient response to any enquiry sent by OMC, OMC reserves the right to send a fresh enquiry to the empaneled agencies.
- 5.3 The tenure of this empanelment may further be extended for another 2 (two) years on year-on-year basis at sole discretion of OMC based on requirement and satisfactory performance of the empaneled agencies with same terms and conditions.
- 5.4 In case of any requirement other than OMC, this empanelment may be used by any other Ministry/Department/PSU/autonomous body/Institute under Government of Odisha for driving CSR initiatives across the state of Odisha at their discretion. In such case for successful execution of the initiative, the concerned Ministry/ Department/PSU/autonomous body/Institute shall directly coordinate and onboard the agencies after following their due applicable procedure.

6. Payment Terms

- 6.1 Successful Bidder to raise invoice to the Head (CSR), OMC or any other designated official of OMC or Government of Odisha as communicated during placement of order post limited tender.
- 6.2 **Payment shall be made 100% within 30 days after completion of Service or periodically or on milestone basis based on the period and nature of work.** Detailed payment terms for each job shall be specified against each limited Tender.

6.3 Payment shall be released on receipt of proper Tax Invoice and other supporting documents duly approved by concerned authority of OMC post completion of assigned work.

6.4 List of documents to be submitted along with the invoice /bill:

- (i) Register of attendance-cum-muster roll record of the manpower deployed for the relevant month duly authenticated by certifying authority of OMC as a mark of acceptance and verification.
- (ii) Register of wages, overtime and deductions of the for the relevant month.
- (iii) Bank statement of the individual bank account of the employees in which the net wages amount is to be credited – duly certified by the concerned Bank.
- (iv) PF Deposit ECR copy & remittance payment confirmation receipt of the month preceding the relevant month.
- (v) ESI deposit challan & remittance payment confirmation receipt of the month preceding the relevant month.
- (vi) Valid employees' compensation policy (as applicable)
- (vii) Valid Labour License, Valid PF registration, Valid ESI registration/ EC policy
- (viii) Register of employees of Service Provider
- (ix) Professional tax and GST deposit challan of the month preceding the relevant month.
- (x) Any other documents required by the statutory authorities (Welfare/Personnel & Finance) of OMC.
- (xi) Any other statutory deductions & payment made to workmen if so, will be submitted for the preceding month with the invoice.

Note:

- a) The relevant month implies the month for which the invoice is being raised.
- b) On submission of invoice at Regional Office/HO, the key contact of OMC shall directly endorse the invoice to Finance Section for final release of payments after obtaining statutory compliance certificate from Welfare Section of Regional Office/HO.
- c) Entries in the registers shall be made in English and Hindi or the language understood by a majority of persons employed.
- d) All the registers and other records shall be preserved in original for a period of five calendar years from the date of last entry made therein.

7. Taxes & Duties

7.1 Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any

Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.

- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts.
 - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonized 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 authorized representative.
 - iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A/2B within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.

- v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
 - vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.
 - ix) GST% shall be based on GST Act/Rules of the Central Government
 - x) **E-Invoicing: The Agency shall comply with provisions of E-Invoicing under GST Act (if Applicable to the Agency) in Clause of 13.1 Indirect Taxes.**
 - xi) TDS as applicable shall be deducted under CGST & SGST Act, 2017.
- 7.2 **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.

8. Liquidated Damages

- 8.1 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.
- 8.2 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.
- 8.3 In case of non-compliance to the provisions under Labour Codes including non-payment/short payment/ delay payment of applicable minimum wages, non-payment of statutory dues, non-deposit of PF contributions, non-deposit of ESI Contributions, failure to provide health, safety & welfare to its manpower, etc., the LD shall be calculated in accordance with provisions related penalty/damages/fine under the aforesaid Labour Codes or appropriate LD at the discretion of the Management of OMC in accordance with the direction/order/decision of any Authority, to the extent of such damages.

8.4 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.

8.5 OMC shall have full liberty to realize the LD through the following ways:

- A) Appropriation of the Performance Security; OR
- B) Reduction of the invoice/document value and release of the payment accordingly

8.6 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.

8.7 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, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

9. Designated nodal officer and key contacts of OMC

Name: Smt. Talat Aafreen

e-mail: <talataafreen@odishamining.in>

10. Limitation of Liability:

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.

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

The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC from time to time.

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

(To be executed on INR 100 Non-Judicial stamp paper and to be duly notarized)

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.

2. 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:



Annexure 3: Format for Power of Attorney

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

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

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

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

For

Witnesses

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

1.

2.

Accepted

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

Annexure 4: 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.

We further undertake that the information/declaration/scanned documents furnished along with the Bid are not false or forged or wrong or misleading.

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 5: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 7.1 & 7.2)		
2	Incorporation related documents (Refer Clause 7.3.1)		
3	Tax related documents (Refer Clause 7.3.2)		
4	Documents for fulfilment of other criteria under chapter 7.		
5	Declaration by the Bidder - Annexure 4		
6	Proof of payment of Tender Paper Fee/ documents related- to exemption from the same		
7	Format for Bid Security Declaration- Annexure 8		
8	Power of Attorney - Annexure 3		
9	Signed copy of check list with seal - Annexure 5		
10	Bank details – Annexure 6		
11	SA8000 Compliance format- Annexure 9		
12	Covering Letter- Annexure 10		
13	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		
14	Declaration on compliance to provisions of Labour Laws, Labour Codes & Rules thereof. – Annexure-13		
15	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 6: 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 Union Bank of India

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 OMC Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

Annexure 7: 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 OF INDIA, 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.....

Annexure 8: Format of Bid Security Declaration in lieu of EMD (On Bidders Letter head)

Bid Security Declaration Form

Date: _____

Tender No. _____

To

Head (C&P)

Odisha Mining Corporation Ltd.

Bhubaneswar

I/We, the undersigned, declare that:

I/We, understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the bid submission/due date, if I am /We are in breach of any obligation under the bid conditions as mentioned in Clause 8.7.2 of Tender Document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the Preferred Bidder, upon the earlier of (i) the receipt of your notification of the name of the Preferred Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Address

Dated on _____ day of _____ (insert date of signing)

Annexure 9: SA 8000 Compliance Format

A. Basic information

Name of the organization	
Registered Office Address	
Telephone No / Mobile No.	
Name of the contact person	
Number of employees (staff and Workers)	

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes / No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes / No
- What types of medical benefits you provide to your employees?

-
- Do you allow trade union and collective bargaining? Yes / No
If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

-
- In case of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring /promotion in your organization?

- Do you provide appointment letter to your employees? Yes / No
- Do you maintain a documented terms and conditions of employment, or personnel file? Yes/ No
- If no, how do you terminate your employee?

- How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

- How many shift you have? _____shifts

- Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how he / she is compensated?

- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No
- Lowest amount (salary / wage) you pay to your employees? Rs. _____/- (per day)
- Highest amount paid by you? Rs. _____/- (per day)
- Is there any case of deduction in wage? Yes / No
- In case, it is yes, what are the general reasons for such deduction?

- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers
Yes / No

Declaration:

We do hereby declare that our organization is committed to the principles of social accountability. We will promptly implement remedial / corrective actions identified against the requirement and will promptly inform your organization. We also declare that the sub contractors / sub supplier's performances are monitored by us regarding issues related to SA8000.

Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned information are correct to the best of our knowledge

(Signature)

Name of the person: _____

Designation: _____

Seal of the organization

Date _____/_____/_____

Annexure 10: Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To:

Head (C&P)

Odisha Mining Corporation Ltd.

Bhubaneswar

Subject: Submission of Bid in response to Tender- "Empanelment of Agencies as Partner NGO for implementation of various schemes in and around OMC vicinity in Odisha"

Dear Sir,

I/we, the undersigned, have gone through the entire scope of work and keen to be empaneled ourselves with OMC for implementation of various schemes in respect to your Bid document No.

_____, Dated: _____.

I hereby submit the Bid which includes this Techno-Commercial Bid. Our Bid will be valid for acceptance up to 180 Days and I confirm that this Bid will remain binding upon us and may be accepted by you at any time before this expiry date.

We hereby confirm that:

The bid that is being submitted by us is in accordance with the conditions stipulated in the Tender

- i) We have examined this Tender in detail and understood the terms and conditions stipulated in the Tender and all/any subsequent communication/Corrigendum/addendum issued by OMC. We agree and undertake to abide by all these terms and conditions. Our bid is consistent with all the requirements of submission as stated in the Tender or all/any subsequent communication/Corrigendum/addendum issued by OMC.
- ii) The information submitted in our bid is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our bid, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- iii) We acknowledge the right of OMC to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the EOI.
- iv) This bid is unconditional and we hereby undertake to abide by the terms and conditions of the Tender.

- v) We understand that any work sanctioned in pursuance to the empanelment process detailed in this Tender shall be on the terms and conditions specified in the Letter of Award/ Work Order/Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- vi) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Please find below the details of our organization and summary of our work experience for your reference

(A) Details of the Organization

1	Name of the Organization	
3	Head Office Address	
	District	
	State	
	Pin Code	
4	Local Office Address (If the Head Office is not in Odisha)	
	District	
	State	
	Pin Code	
5	Details of the District Office or field office in Odisha	
	Address of Office 1	
	Address of Office 2	
	Address of Office 3	
	Address of Office 4	
6	Purpose/Mandate of the Organization	
7	Other Details of the Organization	

	Mail ID	
	Phone No.	
	PAN No.	
	TAN No.	
	GST No. (If available)	
	12 A (If available)	
	80G (If available)	
	CSR Registration (If available)	
	FCRA (If available)	
	DARPAN Registration (If available)	
8	Contact Person (Designated Responsible person)	
	Name	
	Designation	
	Telephone No.	
	Mobile No.	
	E-mail Address	
9	Year of Registration: (Copy of Registration Certificate/ Incorporation Certificate to be annexed)	
10	Operational since (Year)	
11	Experience in implementing relevant projects (No. of Years)	
12	Annual Turnover for last 3 Financial Years in INR Cr.	
	FY 2025-26	
	FY 2024-25	
	FY 2023-24	

13	Any awards or achievements at State/ National/ International Level (Supporting documents to be enclosed)	
14	Whether the promotional activities of the organisation are confined to • Block Level • District Level • State Level • National Level	
15	Which are the predominant activities of the organisation? • Women Empowerment • Skill development • Poverty alleviation • Community Health and Awareness • Education • Livelihood & Social Security • Child Welfare • Water and Sanitation • Forest Rights Act (FRA) • Watershed • Agriculture and Allied initiatives • Convergence • Social, financial and Economic inclusion • Institution Building • Others (pl. specify)	Mention the activities serially in the descending order based on importance
16	Whether the organisation was previously affiliated with any Govt Department? If yes, fill the below details	Yes/ No
	a) Total no. of years of affiliation	
	b) Name of the States/ Districts where affiliation was given	

(B) Summary of our work experience

Sl. No.	Name of the Project as under Schedule VII activities under section 135 of Companies Act, 2013	Work Order number & the page reference	Name of the Funding Agency	State & District where the project was implemented	Duration of the Project (Start and Completion Date of the Project)	Brief Scope of the Project	Completion Certificate & the page reference

Yours sincerely,

Authorized Signature [In full and initials]:

Name of the authorized Signatory:

Name of Firm:

Address:

Seal/Stamp

Annexure 11: Format for submitting Pre-bid Queries

Bidder to submit the pre-bid queries in following format in both pdf format as well as excel

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl. No.	Page No.	Clause No.	Clause Description	Queries / Suggestions

Annexure 12: Format Indemnity Bond

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

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

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

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

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

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

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

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

For

(Signature with Name and Designation)

Station:

Date:

Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address

Annexure 13: Declaration on compliance to Provisions of Labour Laws
(to be executed on INR 10 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 in case our Company/ firm _____ is declared as successful bidder, we shall comply provisions of various applicable labour laws/labour codes as applicable in India and Odisha but not limited to the following enactments and other enactments as applicable for such contracts.

- The Code on Wages, 2019 & Rules
- The Code on Social Security, 2020 & Rules
- The Occupational Safety, Health and Working Conditions Code, 2020 & Rules
- The Industrial Relations Code, 2020 & Rules
- The Prevention of Sexual Harassment of Women at Workplace Act, 2013 & Rules
- The Orissa Shops & Commercial Establishment Acts, 1956 & Rules
- The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986 & Rules
- The Orissa Industrial Establishments (National and Festival) Act, 1969 & Rules
- Any other Act/ Rules/ Laws/ Codes/ Regulations/ Notifications as applicable from time to time during tenure of this Contract

Further, we declare that

- We shall be responsible for making payment of wages through Bank/NEFT only.
- We shall be responsible for the payment of wages and all other statutory payment /legal dues applicable to person engaged by us under this contract, from time and at all times, during the existence of this agreement.

AND, if at any stage the declaration is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree it to be treated as Service Provider's default and the monetary implications if any shall be met out of the Performance Security Deposit made by the Service Provider to the extent of the loss or obligation.

In addition to the above, any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 14 AFFIDAVIT

(Refer clause 8.5(g)(i) of Annexure – 1)

(to be executed on INR 100 non-judicial stamp paper before the Executive Magistrate)

I, Sri -----, S/o ----- resident of -----

----- the Agency

in respect of Contract/Agreement No. -----dt.----- do hereby Solemnly affirm and state as follows:

1. That as the Agency of the above stated Contract/Agreement; I am obliged to file this affidavit in connection with the Agreement clause at the time of final release of the bill due for payment.
2. That in order to enable the Management of ----- Mines/Unit/Office to recommend for payment, it is stated that:
 - a) There is no claim case towards non-payment pending with the Labour Authorities or any other statutory authority for the contract period.
 - b) PF deposit has been made for the contract period with the concerned EPFO.
 - c) Submission of all returns to the RPFC have been duly made.
 - d) ESI deposit has been made for the contract period with the concerned ESIC (In case of non-applicability of ESIC: Claim settlement has been made in accordance with the Employees' Compensation Policy)
 - e) All legal dues have been paid to the workers engaged by me in course of the contract period.
 - f) That I have read the Contract/Agreement meticulously and understood the contents thereof and accordingly executing this affidavit to discharge my obligations thereunder to enable me to receive final payment.
 - g) That finally and irrevocably, I execute this affidavit to affirm that no dues of the labour force working for the Contract/Agreement is payable and pending against me.

That the contents of paragraphs (a) to (f) of this affidavit are true to my knowledge and belief.

Identified by

Deponent

Advocate