ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

LIMITED

Bid Document for

Procurement of House Keeping Material, HO Bhubaneswar

(Through e-tendering)

Bid document No: OMC/E-PROC/C&P/042/2026-27, Dtd. 16.10.2026

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E-procurement notice

Bid document No.: OMC/E-PROC/C&P/042/2026-27 Dtd.16.10.2026

1	Name of the Work	Supply of Housekeeping material at HO, OMC, Bhubaneswar
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16.10.2026
3	Last date for seek clarification to OMC	Date: 22.10.2026; Time: 05:00 PM; queries may be sent by email to nihar.behara@odishamining.in; & skpradhan@odishamining.in
4	Bid Due Date	Date: 30.10.2026; Time: 03:00 PM
5	Opening of bid	Date: 30.10.2026; Time: 05:00 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 2377307, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 16.10.2026
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16.10.2026
3	Last date for sending queries to OMC	Date: 22.10.2026; Time: 05:00 PM; queries may be sent by email to nihar.behara@odishamining.in; & skpradhan@odishamining.in
4	Bid Due Date	Date: 30.10.2026; Time: 03:00 PM
5	Opening of Bid	Date: 30.10.2026; Time: 05:00 PM

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Supply of House Keeping Materials at HO, OMC, Bhubaneswar
2	Type of tendering	Limited tendering
3	Mode of tendering	E-tendering
4	E-tender site	www.tendersodisha.gov.in
5	Earnest Money Deposit (EMD)	Amount: INR 28,900/- (Rupees Twenty-eight Thousand Nine Hundred only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) N.B-**Local Micro & Small Manufacturing Enterprises registered in Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall be exempted from payment of EMD. Bidders other than above category shall be required to submit EMD.**
6	Contact Person	A. Name: Nihar Ranjan Behara DGM(C&P) Email: nihar.behara@odishamining.in B. Name: Mr. Saroj Kumar Pradhan Sr.Manager(C&P) Mob. No.: 9437602607 E-mail: skpradhan@odishamining.in
7	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
8	Bid document No.	OMC/E-PROC/C&P/042/2026-27, Dtd. 16.10.2026

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 Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.

3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.

3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.

3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.

3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.

3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.

3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.

3.14 The Bid is not transferable.

4. Abbreviations

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

5. Definitions and Interpretations

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

5.1. "Applicable Laws" means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;

5.2. "Authorized Signatory" shall have the meaning as set forth in Clause 8.5;

5.3. "Bid" means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;

5.4. "Bidder" designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;

5.5. "Bidding Process" means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;

5.6. "Bid Due Date" shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;

5.7. "Bid Validity Period" shall have the meaning given to it in Clause 8.7;

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. Deleted

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. NA

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/042/2026-27 Dtd. 16.10.2026 for Supply of House Keeping Material at HO, Bhubaneswar and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

a) This Bid document;

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

5.14. "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 8.14.1;

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 8.18.1;

5.19. "Preferred Bidder" shall have the meaning given to it in Clause 8.18;

5.20. "Successful Bidder" shall have the meaning given to it in Clause 8.19;

5.21. Deleted

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. Deleted;

5.24. Deleted

5.25. "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 Supply

6.1 This is a tender for Annual requirement of House keeping materials. Hence, the successful bidder shall be required to supply the housekeeping materials in staggerd manner as per the below mentioned timeframe:

#	Name/ type of goods	Total requirement with units	Time period for supply	Delivery location
1	House Keeping Materials	As per Annexure-2	1. First Supply- Immediately on placement of LoA i.e. Within 15 days from intimation. 2. 2nd, 3rd & 4th Supply- within 15 days of starting of the respective quarter i.e., (April, July, Oct & Jan of respective year) 3. However, OMC reserve the right to ask for delivery of the materials earlier than the scheduled delivery date in case of urgency of the requirement.	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India

Technical Specifications:

- All products shall be **new, genuine, unused, and of reputed make**.
- Products shall conform to applicable BIS/ISI or other relevant standards, wherever applicable.
- Products shall have a minimum **75% of the shelf-life** remaining at the time of delivery.
- All containers shall be factory sealed and bear the manufacturer's name, batch number, manufacturing date, expiry date, and net quantity.
- Counterfeit, duplicate, or tampered products shall be rejected and the agency shall be liable for banning/blacklisting in line with the respective tender condition.

Quality Requirement:

Only genuine, original and reputed-brand products or equivalent conforming to the prescribed specifications shall be supplied. The purchaser reserves the right to reject substandard or counterfeit products.

Any item found to be counterfeit, expired, damaged, or not conforming to the specification shall be replaced by the supplier free of cost within the stipulated period.

The detailed scope and specifications of the Items to be supplied as enclosed in Annexure-2.

The “General Conditions of Contract-Goods” as enclosed in the tender at Annexure-1 shall form an integral part of the Bid document and shall also form a part of the Purchase Order placed against this tender.

7. Deleted

8. Instruction to Bidders

8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.

8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.

8.3 E-tendering process is mentioned in Chapter 10.

8.4 The bids are to be submitted in single cover, consisting of **Price Bid, Rate of GST & other Documents.** The Bid has 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 Registered or notarized 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 Earnest Money Deposit (EMD)

8.6.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

8.6.2 Mode of Payment:

The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in). For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

8.6.3 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. For clarity, it is being clarified that the Bidders registered in Local Micro & Small Manufacturing Enterprises category in the state of Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall be exempted from EMD. **Bidders other than above category shall be required to submit EMD.** The Bidders, who does not submit EMD amount

claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

8.6.4 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after issuance of Purchase order with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

8.6.5 Deleted

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

i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;

ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;

iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;

iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.7;

v) If the Bidder has otherwise committed any breach of the terms of this Bid document;

vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be

vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

8.7 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 90 (Ninety) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.8 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.

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

8.10 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.

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

i) made a complete and careful examination of the tender documents, including the proforma agreement;

ii) received all relevant information requested from OMC;

iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;

iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;

v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;

vi) agreed to be bound by the undertakings provided by it under and in terms; and OMC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

8.12 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.

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

8.14 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Price Bid and other documents.

8.14.1 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format available in the e-Procurement portal against this tender. Annexure-4 is a sample only. The price quoted shall be in Indian Rupees with maximum two digits after decimal point. There shall not be any formula or mathematical operation on the price quoted.

8.15 Material deviation

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

i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.

ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.14.1

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 8.7.

vii) It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

8.15.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure

of the Bidder to comply with the request of OMC by the date specified there in may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.15.2.

8.16 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8.17 Opening and Evaluation of Price Bids.

8.17.1 After opening of the price bid, a comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.14.1.

8.18 **Preferred Bidder:** The Bidder who submits the lowest Price against each line item of the Price bid of the tender shall be the Preferred Bidder/Bidders. The Preferred Bidder/Bidders shall be issued the LoA. OMC reserves the right to negotiate the price with the Preferred Bidder/Bidders before issue of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 07 (seven) days of issue thereof failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the next lowest Bidder and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.18.

8.18.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be 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.

8.19 Issue of PO: Within 7 (Seven) days of receipt of the signed copy of the LoA, the L1 Bidder shall be issued the PO by OMC. The Selected Bidder shall have to acknowledge and accept the PO by returning a signed copy of the PO within a period of 7 (seven) days of issue thereof, OMC reserves the right to approach next lowest Bidder and ask such Bidder to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.18. Upon acceptance of PO, the Selected Bidder shall be considered to be the "Successful Bidder".

9. Additional instruction to bidders (Deleted)

10. Additional Information on E-tendering process

10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.

10.2 The Bidder shall have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.

10.3 The Bidder shall have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.

10.4 The Bidder shall submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid & the Price Bid are to be submitted in a single cover.

10.5 Procedure for bid submission and payment of EMD:

10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.

10.5.3 Payment of EMD: EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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

10.5.4 **Bid submission**: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

10.5.5 **System generated acknowledgement receipt for successful bid submission**: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

10.5.6 **Settlement of EMD on submission of bids**: The Bank shall remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.

10.5.7 **Forfeiture of EMDs**: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal shall direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.

10.6 Deleted

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

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

10.9 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.18.

10.10 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA in terms of Clause 8.218. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure-1: General Conditions of Contract

1. Definitions

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

1.1. “Purchase Order Price” or “Purchase Order Value” shall mean the price payable to the Seller under the PO / Agreement for the full and proper performance of his contractual obligations;

1.2. “Country of origin”: For purposes of this Clause “origin” means the place where the Goods were mined, grown or produced, or from which the services are supplied;

1.3. “Inspector” shall mean any person nominated by or on behalf of OMC to inspect Supplier's Stores or works under the PO / Agreement or his duly authorized agent;

1.4. “Inspector” shall mean any person nominated by or on behalf of OMC to inspect Supplier's Stores or works under the PO / Agreement or his duly authorized agent;

1.5. “Performance and Guarantee Tests” shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the PO / Agreement documents;

1.6. “Purchase Order (PO)” or “Agreement” shall mean the PO / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;

1.7. "Site" shall mean the place or places named in the PO / Agreement or such other place or places at which any work has to be carried out as may be approved by OMC;

1.8. "Supplier" or “Seller” shall mean the person, firm or company with whom the PO / Agreement is placed and shall be deemed to include the Supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;

1.9. "Stores" or “Material” or “Goods” or “Equipment” means the goods specified in the supply order or schedule which the Seller has agreed to supply under PO / Agreement;

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

2. Scope of Supply

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

2.2. The Goods / Equipment supplied under the PO / Agreement shall conform to the standards mentioned in Special Conditions of Contract, or such other standards which ensure equal or higher quality.

3. Instructions, Direction & Correspondence

(a) All instructions and orders to Seller shall, excepting what is herein provided, be given by OMC.

(b) All the Supply shall be carried out under the direction of and to the satisfaction of OMC.

(c) All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the PO / Agreement.

(d) Invoices for payment against PO / Agreement shall be addressed to OMC.

(e) The PO / Agreement number shall be shown on all challans/ invoices, communications, packing lists, containers and bills of lading, (as applicable), etc.

4. PO / Agreement Obligations

4.1. If after award of the LoA, the Seller does not acknowledge the receipt of award or fails to furnish the Security Deposit within the prescribed time limit (as the case may be), OMC reserves the right to cancel the LoA and forfeit the EMD.

4.2. Once a PO / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

4.3. The PO/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws

5. Modification in PO / Agreement

5.1. All modifications leading to changes in the PO / Agreement with respect to technical and/or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by OMC by issuing amendment to the PO / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of PO / Agreement in any manner except to the extent mutually agreed through a modification of PO / Agreement.

5.2. OMC shall not be bound by any printed conditions or provisions in the Seller's Bid Forms or acknowledgment of PO / Agreement, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to PO / Agreement.

6. Use of PO / Agreement Documents & Information

6.1. The Seller shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of OMC in connection therewith, to any person other than a person employed by the Seller in the performance of the PO / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

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

7. Patent Rights, Liability & Compliance of Regulations

7.1. Seller hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Seller agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.

7.2. The Seller shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods / Equipment or any part thereof.

7.3. Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely OMC from any claims/penalties arising out of any infringements.

8. Deleted

9. Deleted

10. Deleted

11. Delivery & Documents

11.1. Delivery of the Goods / equipment shall be made by the Seller in accordance with terms specified in the Special Conditions of Contract, and the Goods / Equipment shall remain at the risk of the Seller until delivery has been accepted by OMC.

11.2. Delivery shall be deemed to have been made on receipt of Goods / Equipment by OMC at the designated site(s).

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

11.4. The documentation shall be delivered in due time, in proper form and in the required number of copies as specified in the Special Conditions of Contract.

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

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

13. Terms of Payment

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

13.2. All payments shall be made in INR only and shall be made directly to the bank account of the Seller.

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

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

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

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

13.7. Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the notice inviting tender.

14. Subletting & Assignment

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

15. Delivery Period

15.1. The agency(s) shall have to deliver the items at OMC Head Office at their own cost as per schedule indicated in Clause No. 6 - Scope of Supply

15.2. It may be noted that any extension of delivery period shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

16. Cancellation of Purchase Order /Agreement

16.1. If the Seller fails to fulfil the terms and conditions of the Purchase Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Purchase Order / Agreement and award the total or balance work (if any) to any other Seller at the risk and cost of the said Seller after giving 30 days' notice to the Seller as to why said work shall not be awarded to another entity at his risk and cost. Further the Purchase Order / Agreement could be terminated by OMC if:

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

Termination of the agreement shall not relieve the Seller of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Seller, shall not relieve the Seller of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Seller prior to the effective date of termination or arising out of such termination. Even if Purchase Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Seller. OMC may also impose further penalties on the Seller such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 16.1.

17. Right to risk purchase

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

18. Force Majeure

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

(a) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;

(b) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this PO / Agreement.

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

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

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

19. Dispute Resolution

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

19.2. Governing law and jurisdiction: This Purchase 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 Purchase Order/ Agreement.

20. Governing Language

The PO / 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 PO / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other

language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

21. Notices

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

22. Permits & Certificates

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

23. General

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

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

23.3. Losses due to non-compliance of Instructions

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

23.4. **Recovery of sums due**

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

24. Fall Clause

The price charged for the **House Keeping Material** supplied by the Supplier shall in no event exceed the lowest price at which the Supplier sells the goods or offers to sell goods of identical description to any person(s)/ organization(s) including OMC or to the Central Government or State Government departments or any Public Sector undertakings of the Central or a State Government, as the case may be, during the period till the completion of the entire scope of supply and installation (as the case may be) under this PO / Agreement. If the Supplier reduces its price or sells or even offers to sell the same goods, at a price lower than the price under this PO / Agreement, to any person or organization during the currency of this PO / Agreement, the price of the PO / Agreement shall be

automatically reduced with effect from that date for the subsequent supply of all goods under this PO / Agreement shall be amended accordingly.

25. Liability and Indemnity

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

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

b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Seller of any of its obligations under this PO / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the PO / Agreement, or breach of statutory duty on the part of OMC, its Suppliers or contractors, employees, servants or agents or any of the representations; and

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

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

26. Publicity & Advertising

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

27. Blacklisting

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

i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
iii) If there is justification for believing that the Proprietor or Partner or Director of the concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
iv) If the business concern/entity refuses / fails to return OMC's dues without adequate cause;
v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.

vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.
vii) If internal violation of important conditions of contract/agreement.
viii) If submission of false/fabricated/forged documents for consideration of a tender.

Annexure-2: Special Conditions of Contract

1. General

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

2. 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.

3. Scope of Supply and Specifications including technical parameters

3.1. **Technical specification:**

SL. No.	ITEM DESCRIPTION	SPECIFICATION	MAKE/BRAND	PACK & SIZE/ PRODUCT DIMENSION	UOM	QUANTITY
1	AIR FRESHNER BLOCK	1. Blocks are easy to handle and can give a long-lasting fragrance 2. Packaging: Packet 3. Performance Timeline- 45 Days	ODONIL/ AMBI PURE/ GLADE/ GODREJ AER/ AIR WICK/ DABUR/ GOOD HOME	70 Gram Or above	NO.	2500
2	LEMON GRASS OIL		Reputed make	1 Litre Bottle	NO.	120
3	COTTON DUSTER CLOTH	Medium Duty (160–300 GSM)	Reputed make	32.2L x 24.1W Centimetres(Approx.)	NO.	600
4	COTTON FLOOR CLEANING POCHHA (Off White Colour)	Microfibre/cotton mop with durable handle	Gala, Scotch-Brite, 3M, or equivalent	75L X 75W Centimetres(Approx.)	NO.	1200
5	GARBAGE BAG XL	Material: HDPE/LDPE, black/green colour, virgin material, minimum 50–75	Garware, Reliance, or equivalent	28X33 INCH (15 PCS/PACK)	PAC	800

		microns (or as per applicable regulations), Virgin or recycled, Biodegradable, Smooth, uniform with no pinholes or tears, sizes as specified in the Purchase Order.				
6	GARBAGE BAG SMALL	Material: HDPE/LDPE, black/green colour, virgin material, minimum 50–75 microns (or as per applicable regulations), Virgin or recycled, Biodegradable, Smooth, uniform with no pinholes or tears, sizes as specified in the Purchase Order.	Garware, Reliance, or equivalent	24 X 20 INCH (30 PCS/PACK)	PAC	800
7	HARD BROOM WITH BAMBOO HANDLE	Heavy-duty plastic/coconut grass broom suitable for commercial use	Gala, Scotch-Brite, or equivalent	Approx. 350 Gram	NO.	480
8	Soft Grass Broom Stick with long steel handle	Broom should be of lightweight construction and flexible fine bristles designed to trap dust and hair without scratching indoor surfaces. Broom should be sturdy & suitable for commercial use.	Trendy greens/Flying Star or Equivalent	Approx. 500 Gram	NO.	480
9	SANI FRESH CUBES FOR URINARY POT	**Fragrance:** Available in fresh or scented variants (such as jasmine or rose) for cleaning and deodorizing	Dabur	Approx. 300 Gram	PAC	7000

10	TOILET ROLL	1. 2 Ply toilet paper tissue rolls made from ultra-soft paper with super absorption, superior wet strength, and premium feel. 2. Best quality toilet paper tissue rolls with 100% Virgin Pulp, Very hygienic and biodegradable making it skin-friendly and easy to dispose off.	Origami/BECO/Soft Touch/Premier/Kressa	160 Pulls per Roll	ROLL	1200
11	URINAL NET	1. Flexible PVC, EVA (Ethylene-vinyl acetate), or plastic, circular mat with holes or bristles universal size that fits most urinal types (around 17-18 diameter) 2. Infused with scents like Lemon, Mango, Ocean Mist, or Lavender, designed to last for roughly 30 days or up to 5,000 flushes.	Inovation/ Diversy or any equivalent	10L x 12W x 12H Centimeters (Approx.)	NO.	1200
12	COTTON WET MOP SET	High absorbency, Durable, Easy cleaning, Cost-effective, Versatile, Efficient, Washable Cotton with High Absorbency	ROOTS	530 Gram (20L x 10W x 3H Centimeters Approx.)	NO.	50
13	COTTON DRY MOP SET With 4 Feet Telescopic Handle & 360 Degree	1. Features: Washable, replaceable, and repairable heads; lightweight for fatigue-free operation. 2. Handle Material: Lightweight aluminium 3. Mop	ROOTS	35.6L x 12.7W x 170.2H Centimeters Approx.	NO.	100

		Base/Frame: Durable, high-quality plastic with a 180° swivel for maneuvering				
14	WIPER WITH LONG HANDLE FOR FLOOR CLEANING	1. High-quality rubber, EVA sheet, or durable plastic, optimized for single or double-lip action to effectively remove water. 2. Typically features a durable, lightweight aluminium handle.	ROOTS	40W x 160H Millimeters (Weight: 400 Grams Approx.)	NO.	200
15	ROOM FRESHNER SPARY	Long lasting fragrance, that works with a simple push with different fragrance.	ODONIL/ AMBI PURE/ GLADE/ GODREJ AER/ AIR WICK/ DABUR/ GOOD HOME	200-250 ml	NO.	250
16	PLASTIC SPRAY GUN BOTTLE		KWEL/Local or any Equivalent	1 Litre Bottle	NO.	100
17	AUTOMATIC ROOM FRESHNER REFILL		Godrej aer	200-250 ml	NO.	500
18	STAINLESS STEEL SCRUBER (Useful for tough and everyday cleaning)		Scotch Brite	15 Gram	NO.	100
19	Scrub Pad (For cleaning all nooks and corners)		Scotch Brite	225mm x 36mm x 105mm Approx.	NO.	100
20	TOILET BRUSH	Double-sided toilet brushes having dual-bristle head designed to clean flat surfaces, Long plastic handle	Milton/Cello/Gala/Roots	9.8L x 51.8W x 17H Centimeters Approx.	NO.	120

		with durable nylon bristles strong, medium-stiffness bristles for scrubbing, a 12-20 inch length, and a holder.				
21	Wash Basin Cleaning Plastic Brush with Small Scrubber		Milton/Cello/Gala/Roots	15L x 7W x 15H Centimeters Approx.	NO.	120
22	PLASTIC DUST LIFTER (BELCHA FOR GARBAGE)		Milton/Cello/Gala/Roots	15 x 10 x 10 Centimeters (Weight:290 Grams) Approx.	NO.	100
23	DUST CAP WITH STICK (JHULAMARA) For roof cleaning		Milton/Cello/Gala/Roots	30W x 68.5H Centimeters (Weight: 340 Grams) Approx.	NO.	100
24	Natural House Hold Rubber Hand Gloves		LOCAL	8L x 4W x 3H Centimeters Approx.	PAIR	600

3.2. **Delivery/ Completion period**

The agency(s) shall deliver the items at OMC Head Office at their own cost as per schedule indicated in Clause No. 6 - Scope of Supply. The freight and insurance are free of cost and under the scope of supplier.

4. Payment terms:

The place of payment shall be the Head Office of OMC.

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

4.2. Payment shall be released within 30 (Thirty) days after receipt of relevant documents complete in all respects. Part supply and part payment is allowed.

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

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

4.5. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act and relevant rules as applicable.

4.6. All payment shall be released against Invoices raised as per GST Act and Rules.

4.7. The rates quoted by the Supplier shall remain firm & fixed during the entire period of contract.

5. Liquidated Damages:

5.1. If the selected agency fails to supply of **House Keeping Material** within the delivery period mentioned in the Purchase Order and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the selected agency. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Purchase Order (PO).

5.2. In case of delay in supply of the goods, the LD shall be calculated as 0.5% of the value of the Supply (excluding taxes and duties) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 5% of the value of the Purchase Order (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount. The delivery period shall start from the date of acceptance of the PO or seven days from the date of issue of PO / signing whichever is earlier.

5.3. OMC shall have full liberty to release the LD through the following ways:

(a) Appropriation of the Security Deposit/Performance Security; OR

(b) Appropriation the of EMD (in case provision of Security Deposit does not exist); OR

(c) Reduction of the invoice/document value and release of the payment accordingly

5.4. 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.

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

6. Deleted:

7. Taxes & Duties

7.1. **Indirect Taxes**

A) The Agency 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 PO. 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) **Obligations relating to Goods and Services Tax (GST)**

I. The Agency should have registration under GST Acts

II. The Agency 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 authorised representative.

IV. The Agency 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 Agency, Input credit of the GST amount paid on Invoices raised by the Agency is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Agency or the Agency has to deposit an equivalent amount.

VI. The Agency has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.

VII. The Agency shall comply with the provisions of e-invoicing as applicable under GST law.

VIII. The Agency will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.

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

X. E-Invoicing: The agency shall comply with provisions of E-Invoicing under GST Act (if applicable to the agency)

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 Agency in accordance with the provisions of Income Tax Act,1961.

7.3. **Repeat Order**

A Repeat order against this order may be placed at the same rate, terms and conditions as per the original order.

8. <u>Designated key contact of OMC</u>

Name: Shri Saroj Kumar Pradhan.
Sr. Manager(C&P)
Phone No.: +91-94367026078169962881
E-mail: skpradhan@odishamining.in

9. Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Purchase Order / Agreement or otherwise shall be limited to 100% of Purchase 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.

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 Goods – [•]", 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 THISPOWER OF ATTORNEY ON THIS …… DAY OF ……. 20[•].

For

Witnesses

…….. 1.
(Signature, name, designation and address)

2.

Accepted

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

Annexure-4: Price Bid Format

Sl. No.	Item Description	Units	Qty.	Basic Rate Excluding GST in figures to be entered by the Bidder in INR	HSN / SAC Code	TOTAL AMOUNT Without Taxes in INR	TOTAL AMOUNT Without Taxes In Words
1	**Description**						
1.01	**AIR FRESHNER BLOCK** **SPECIFICATION** 1. Blocks are easy to handle and can give a long-lasting fragrance 2. Packaging: Packet 3. Performance Timeline- 45 Days **MAKE/BRAND** ODONIL/ AMBI PURE/ GLADE/ GODREJ AER/ AIR WICK/ DABUR/ GOOD HOME **PACK & SIZE/PRODUCT DIMENSION** 70 Gram Or above	No.	2500	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only
1.02	**LEMON GRASS OIL** **SPECIFICATION** Sample of item as per available at HO Store **MAKE/BRAND** Reputed make **PACK & SIZE/PRODUCT DIMENSION** 1 Litre Bottle	No.	120			0.00	INR Zero Only
1.03	**COTTON DUSTER CLOTH** **SPECIFICATION** Medium Duty (160–300 GSM) **MAKE/BRAND** Reputed make **PACK & SIZE/PRODUCT DIMENSION** 32.2L x 24.1W Centimeters (Approx.)	No.	600			0.00	INR Zero Only

1.04	**COTTON FLOOR CLEANING POCHHA (Off White Colour)** **SPECIFICATION** Microfibre/cotton mop with durable handle **MAKE/BRAND** Gala, Scotch-Brite, 3M, or equivalent **PACK & SIZE/PRODUCT DIMENSION** 75L X 75W Centimeters(Approx.)	No.	1200	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only
1.05	**GARBAGE BAG XL** **SPECIFICATION** HDPE/LDPE, black/green colour, virgin material, minimum 50–75 microns (or as per applicable regulations), Virgin or recycled, Biodegradable, Smooth, uniform with no pinholes or tears, sizes as specified in the Purchase Order. **MAKE/BRAND** Garware, Reliance, or equivalent **PACK & SIZE/PRODUCT DIMENSION** 28 X 33 INCH (15 PCS/PACK)	PAC	800			0.00	INR Zero Only
1.06	**GARBAGE BAG SMALL** **SPECIFICATION** Material: HDPE/LDPE, black/green colour, virgin material, minimum 50–75 microns (or as per applicable regulations), Virgin or recycled, Biodegradable, Smooth, uniform with no pinholes or tears, sizes as specified in the Purchase Order. **MAKE/BRAND** Garware, Reliance, or equivalent	PAC	800			0.00	INR Zero Only

	PACK & SIZE/PRODUCT DIMENSION 24 X 20 INCH (30 PCS/PACK)						
1.07	**HARD BROOM WITH BAMBOO HANDLE** **SPECIFICATION** Heavy-duty plastic/coconut grass broom suitable for commercial use **MAKE/BRAND** Gala, Scotch-Brite, or equivalent **PACK & SIZE/PRODUCT DIMENSION** Approx. 350 Gram	No.	480			0.00	INR Zero Only
1.08	**Soft Grass Broom Stick with long steel handle** **SPECIFICATION** Broom should be of lightweight construction and flexible fine bristles designed to trap dust and hair without scratching indoor surfaces. Broom should be sturdy & suitable for commercial use. **MAKE/BRAND** Trendy greens/Flying Star or Equivalent **PACK & SIZE/PRODUCT DIMENSION** Approx. 500 Gram	No.	480	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only
1.09	**SANI FRESH CUBES FOR URINARY POT** **SPECIFICATION** **Fragrance:** Available in fresh or scented variants (such as jasmine or rose) for cleaning and deodorizing **MAKE/BRAND** Dabur **PACK & SIZE/PRODUCT DIMENSION** Approx. 300 Gram	PAC	7000			0.00	INR Zero Only
1.10	**TOILET ROLL** **SPECIFICATION** 1. 2 Ply toilet paper tissue rolls made from ultra-soft paper with super absorption,	ROLL	1200			0.00	INR Zero Only

	superior wet strength, and premium feel. 2. Best quality toilet paper tissue rolls with 100% Virgin Pulp, Very hygienic and biodegradable making it skin-friendly and easy to dispose off. **MAKE/BRAND** Origami/BECO/Soft Touch/Premier/Kressa **PACK & SIZE/PRODUCT DIMENSION** 160 Pulls per Roll						
1.11	**URINAL NET** **SPECIFICATION** 1. Flexible PVC, EVA (Ethylene-vinyl acetate), or plastic, circular mat with holes or bristles universal size that fits most urinal types (around 17-18 diameter) 2. Infused with scents like Lemon, Mango, Ocean Mist, or Lavender, designed to last for roughly 30 days or up to 5,000 flushes. **MAKE/BRAND** Inovation/Diversey or any equivalent **PACK & SIZE/PRODUCT DIMENSION** 10L x 12W x 12H Centimeters Approx.	No.	1200			0.00	INR Zero Only
1.12	**COTTON WET MOP SET** **SPECIFICATION** High absorbency, Durable, Easy cleaning, Cost-effective, Versatile, Efficient, Washable Cotton with High Absorbency **MAKE/BRAND** ROOTS **PACK & SIZE/PRODUCT DIMENSION** 530 Gram (20L x 10W x 3H Centimeters) Approx.	No.	50	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only
1.13	**COTTON DRY MOP SET With 4 Feet Telescopic Handle & 360 Degree**	No.	100			0.00	INR Zero Only

	SPECIFICATION 1. Features: Washable, replaceable, and repairable heads; lightweight for fatigue-free operation. 2. Handle Material: Lightweight aluminium 3. Mop Base/Frame: Durable, high-quality plastic with a 180° swivel for maneuvering **MAKE/BRAND** ROOTS **SPACK & SIZE/PRODUCT DIMENSION** 35.6L x 12.7W x 170.2H Centimeters Approx.						
1.14	**<u>WIPER WITH LONG HANDLE FOR FLOOR CLEANING</u>** **SPECIFICATION** 1. High-quality rubber, EVA sheet, or durable plastic, optimized for single or double-lip action to effectively remove water. 2. Typically features a durable, lightweight aluminium handle. **MAKE/BRAND** ROOTS **PACK & SIZE/PRODUCT DIMENSION** 40W x 160H Millimeters (Weight: 412 Grams) Approx.	No.	200			0.00	INR Zero Only
1.15	**<u>ROOM FRESHNER SPARY</u>** **SPECIFICATION** Long lasting fragrance, that works with a simple push with different fragrance **MAKE/BRAND** ODONIL/ AMBI PURE/ GLADE/ GODREJ AER/ AIR WICK/ DABUR/ GOOD HOME **PACK & SIZE/PRODUCT DIMENSION** 200-250 ml	No.	250	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only

1.16	**PLASTIC SPRAY GUN BOTTLE** **SPECIFICATION** **MAKE/BRAND** KWEL/Local or any Equivalent **PACK & SIZE/PRODUCT DIMENSION** 1 Litre Bottle	No.	100			0.00	INR Zero Only
1.17	**AUTOMATIC ROOM FRESHNER REFILL** **SPECIFICATION** **MAKE/BRAND** Godrej aer **PACK & SIZE/PRODUCT DIMENSION** 200-250 ml	No.	500			0.00	INR Zero Only
1.18	**STAINLESS STEEL SCRUBER (Useful for tough and everyday cleaning)** **SPECIFICATION** **MAKE/BRAND** Scotch Brite **PACK & SIZE/PRODUCT DIMENSION** 15 Gram	No.	100			0.00	INR Zero Only
1.19	**Scrub Pad (For cleaning all nooks and corners)** **SPECIFICATION** **MAKE/BRAND** Scotch Brite **PACK & SIZE/PRODUCT DIMENSION** 225mm x 36mm x 105mm (Approx.)	No.	100			0.00	INR Zero Only
1.20	**TOILET BRUSH** **SPECIFICATION** Double-sided toilet brushes having dual-bristle head designed to clean flat surfaces, Long plastic handle with durable nylon bristles	No.	120	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement		0.00	INR Zero Only

	strong, medium-stiffness bristles for scrubbing, a 12-20 inch length, and a holder. **MAKE/BRAND** Milton/Cello/Gala/Roots **PACK & SIZE/PRODUCT DIMENSION** 9.8L x 51.8W x 17H Centimetres (Approx.)			portal against this tender			
1.21	**Wash Basin Cleaning Plastic Brush with Small Scrubber** **SPECIFICATION** **MAKE/BRAND** Milton/Cello/Gala/Roots **PACK & SIZE/PRODUCT DIMENSION** 15L x 7W x 15H Centimetres (Approx.)	No.	120			0.00	INR Zero Only
1.22	**PLASTIC DUST LIFTER (BELCHA FOR GARBAGE)** **SPECIFICATION** **MAKE/BRAND** Milton/Cello/Gala/Roots **PACK & SIZE/PRODUCT DIMENSION** 15 x 10 x 10 Centimetres (Weight:290 Grams) Approx.	No.	100			0.00	INR Zero Only
1.23	**DUST CAP WITH STICK (JHULAMARA) For roof cleaning** **SPECIFICATION** **MAKE/BRAND** Milton/Cello/Gala/Roots **PACK & SIZE/PRODUCT DIMENSION** 30W x 68.5H Centimetres (Weight: 340 Grams) Approx.	No.	100			0.00	INR Zero Only

1.24	**<u>Natural House Hold Rubber Hand Gloves</u>** **SPECIFICATION** **MAKE/BRAND** LOCAL **PACK & SIZE/PRODUCT DIMENSION** 8L x 4W x 3H Centimetres (Approx.)	PAIR	600	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender		0.00	INR Zero Only
Total in Figures						**0.00**	INR Zero Only
Quoted Rate in Words					INR Zero Only		

Note:

I) Item wise L-1 shall be calculated.

Annexure-5: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, here by 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 bidat any stage and the money deposited in the form of EMD shall be liable for forfeiture infull, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent
(Authorized signatory of the Bidder with Seal)

Date:
Place:

Annexure-6: Check-list for the Techno-Commercial Bid

(To be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied (YES/NO)	Documents	Page Ref. No.
1.	Bidder to submit DTCN duly signed by their authorized signatory on each page with seal			
2	Declaration by the Bidder: Annexure-5			
3	Proof of payment of EMD/ documents related- to exemption from the same			
4	Power of Attorney: Annexure-3			
5	Signed copy of check list with seal – Annexure-6			
6	Bank details: Annexure-7			
7	Bidder to mention page nos. for all supporting documents provided by them			
8	Others			

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure-7: 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 Authorized Signatory of the Bidder with Seal

Annexure-8: Format for submitting Rate of GST

#	Description	HSN/SAC Code	Rate of GST in %
1.	AIR FRESHNER BLOCK		This GST format is sample only. The GST to be quoted in format available in e-procurement portal against this tender.
2.	LEMON GRASS OIL		
3.	COTTON DUSTER CLOTH		
4.	COTTON FLOOR CLEANING POCHHA (Off White Colour)		
5.	GARBAGE BAG XL		
6.	GARBAGE BAG SMALL		
7.	HARD BROOM WITH BAMBOO HANDLE		
8.	Soft Grass Broom Stick with long steel handle		
9.	SANI FRESH CUBES FOR URINARY POT		
10.	TOILET ROLL		
11.	URINAL NET		
12.	COTTON WET MOP SET		
13.	COTTON DRY MOP SET With 4 Feet Telescopic Handle & 360 Degree		
14.	WIPER WITH LONG HANDLE FOR FLOOR CLEANING		
15.	ROOM FRESHNER SPARY		
16.	PLASTIC SPRAY GUN BOTTLE		
17.	AUTOMATIC ROOM FRESHNER REFILL		
18.	STAINLESS STEEL SCRUBER (Useful for tough and everyday cleaning)		
19.	Scrub Pad (For cleaning all nooks and corners)		
20.	TOILET BRUSH		
21.	Wash Basin Cleaning Plastic Brush with Small Scrubber		
22.	PLASTIC DUST LIFTER (BELCHA FOR GARBAGE)		
23.	DUST CAP WITH STICK (JHULAMARA) For roof cleaning		
24.	Natural House Hold Rubber Hand Gloves		

SIGNATURE OF THE BIDDER WITH SEAL

Annexure 9: Format of Bidder Information

Sl. No	Description	Details
1	Name of the Bidder	
2	Address for communication	
3	Contact Details	
4	PAN	
5	GSTIN	
6	Experience in Supply of equipment	
7	Turnover (FY 22-23)	
8	Turnover (FY 23-24)	
9	Turnover (FY 24-25)	
10	Average turnover of 3 years (FY 22-23, FY 23-24, FY 24-25) (∑ (7+8+9)/3)	

Date Signature of the Authorized Signatory of the Bidder with Seal