



**ODISHA MINING CORPORATION LIMITED**

**(A GOLD CATEGORY STATE PSU)**

**Bid Document  
for  
Diamond Core Drilling work at  
Chromite Ore Leases in J.K. Road and  
Bangur Region of OMC Limited  
(through e-tendering)**

**Bid document No: OMC/e-PROC/CMC/87/2022 dated 20.10.2022**

## Contents

E-procurement notice.....	3
1. Schedule for the Tender .....	4
2. Data Sheet .....	5
3. Disclaimer .....	6
4. Abbreviations.....	9
5. Definitions and Interpretations .....	11
6. Scope of Services .....	14
7. Eligibility Criteria.....	15
8. Instruction to Bidders .....	18
9. Additional Instructions to Bidders.....	27
10. Additional Information on E-tendering process .....	28
Annexure 1: General Conditions of Contract-Services .....	32
Annexure 2: Special Conditions of Contract.....	44
Annexure 2A: Proforma of the Agreement to be Signed between OMC and the Service Provider.....	63
Annexure 3: Format for Power of Attorney.....	65
Annexure 4: Price Bid Format.....	66
Annexure 5: Declaration by the Bidder .....	67
Annexure 6: Check-list for the Techno-Commercial Bid.....	68
Annexure 7: Mandate Form - on the letterhead of the Bidder .....	69
Annexure 8: Format for Performance Security .....	71
Annexure 9: SA 8000 Compliance Format .....	75
Annexure 10: Format Indemnity Bond .....	78
Annexure 11: Rate of GST .....	80
Annexure 12: Integrity Pact.....	81

## E-procurement notice

**Bid document No.: OMC/e-PROC/CMC/87/2022 dated 20.10.2022**

1	Work name	Diamond Core Drilling work at Chromite Ore Leases in J.K. Road and Bangur Region of OMC Limited (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 21.10.2022; Time: 5.00 PM
3	Last date for sending queries to OMC	Date: 01.11.2022; Time: 5.00 PM; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
4	Pre-bid meeting	Date: 03.11.2022; Time: 3.30 PM; Venue: Through VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 07.11.2022
6	Bid Due Date	Date: 17.11.2022; Time: 5.30 PM
7	Opening of Techno-Commercial Bid	Date: 18.11.2022; Time: 11.00 AM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Paper Fee (non-refundable) including GST	Amount: 11,800/- (Rupees Eleven thousand eight hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )
10	Earnest Money Deposit (EMD)	INR 21,00,000/- (Rupees Twenty-One Lakhs only) Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )

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](http://www.tendersodisha.gov.in)) and on the website of OMC ([www.omcltd.in](http://www.omcltd.in)). OMC reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-  
Advisor (C&P)

**Odisha Mining Corporation Ltd.**  
(A Gold Category State PSU)  
Registered Office: OMC House, Bhubaneswar-751001  
Tel: 0674 2377524, 2377488

## 1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 21.10.2022
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 21.10.2022; Time: 5.00 PM
3	Last date for sending queries to OMC	Date: 01.11.2022; Time: 5.00 PM; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
4	Pre-bid meeting	Date: 03.11.2022; Time: 3.30 PM; Venue: Through VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 07.11.2022
6	Bid Due Date	Date: 17.11.2022; Time: 5.30 PM
7	Opening of Techno-Commercial Bid	Date: 18.11.2022; Time: 11.00 AM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

## 2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Diamond Core Drilling work at Chromite Ore Leases in J.K. Road and Bangur Region of OMC Limited
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	11,800/- (Rupees Eleven thousand eight hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	INR 21,00,000/- (Rupees Twenty-One Lakhs only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: Mr. Bharata Charan Behera Phone No.: 0674-2377524 e-mail: bcbehera@odishamining.in
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/e-PROC/CMC/87/2022 dated 20.10.2022

### 3. Disclaimer

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

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

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

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

3.14 The Bid is not transferable.



#### 4. Abbreviations

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

TIA	Tender Inviting Authority
-----	---------------------------

## 5. Definitions and Interpretations

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

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1<sup>st</sup> April to 31<sup>st</sup> 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/CMC/87/2022 dated 20.10.2022 for Diamond Core Drilling work at Chromite Ore Leases in J.K. Road and Bangur Region of OMC Limited 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; <to be kept in case of L1 selection only>
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.23 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

## 6. Scope of Services

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

Mineral/ Ore and Associated Formations	Name of Region	Name of the Lease Holds ML/PL	Projected quantum of core drilling work in Meters			
			Year 1	Year 2	Year 3	Total
Chromite/ Serpentinised Peridotite, Pyroxenite, Dolerite, Gabbro, Granite, Quartzite, Limonite, Cherty Limonite, Laterite, etc	JK Road Region	South Kaliapani	8000	8000	8000	24000
		Sukrangi	4000	4000	4000	12000
		Kathpal	8000	4000	0	12000
		Block II	0	0	6000	6000
	Sub Total		20000	16000	18000	54000
	Bangur Region	Baniapank	7500	7500	-	15000
Sub Total		7500	7500	-	15000	
<b>Total</b>			<b>27500</b>	<b>23500</b>	<b>18000</b>	<b>69000</b>

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

## 7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be: Similar Completed Service of 22000 m in any year.</p> <p><b>Note:</b></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed Core Drilling Work in metallic mineral or hard formation</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the meterage of drilling of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case quantum of meterage of the contract is not mentioned in the contract or work order or agreement, then the meterage must be mentioned in the completion certificate issued by the client/ employers</p>
7.2	<p><b>Financial Criteria</b></p> <p>i) Average annual financial turnover of the Bidder during the last 3 (three) financial years should be at least 12 Crore.</p> <p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>iii) Bidder should submit a solvency certificate issued by any Nationalised/ Scheduled Commercial Bank for an amount at least 1.4 Crore. The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p><b>Note:</b></p> <p>a. Applicable 3 (three) years – FY 2019-</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</p> <p>c) Solvency certificate as set out in Clause 7.2 (iii) hereof, issued by any Nationalised/ Scheduled Commercial Bank.</p>

#	Criteria	Required Documents
	20, FY 2020-21 and FY 2021-22	
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm • Registration certificate • Deed of Partnership c) LLP firm • Certificate of Incorporation • Deed of Partnership
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 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 5
7.3.4	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
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate	Decision of OMC in this regard is final & binding on all such entities



#	Criteria	Required Documents
	in the bidding.	
7.3.6	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labour Act.	<ul style="list-style-type: none"> <li>▪ Copy of valid EPF &amp; ESI Registration certificate</li> <li>▪ Copy of valid Labour License</li> </ul>

Note

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

## 8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://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](http://www.tendersodisha.gov.in)) and the website of OMC ([www.omcltd.in](http://www.omcltd.in)). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be 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. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 Mode of Payment:  
The EMD shall be payable online on the e-tender portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)).  
For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.3 Return of EMD:  
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- 8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.
- 8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
  - ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
  - iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;
  - iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
  - v) If the Bidder has otherwise committed any breach of the terms of this 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;
- 8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.
- 8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 8.9 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the

Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

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

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

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

- iv) Signed copy of Integrity Pact as provided in Annexure 12 – to be signed by the Authorized Signatory of the Bidder
- v) Other documents as may be required

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4 and in case of any discrepancy between the two, the unit price shall prevail.

The Price Bid should be quoted exclusive of all levies and taxes, viz. Goods and Services Tax (GST) and any other applicable taxes and duties.

## 8.16 Material deviation

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

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

- 8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.
- 8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 8.19 Evaluation of Techno-Commercial Bids:
- 8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.
- 8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the



right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

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

## 8.20 Opening and Evaluation of Price Bids

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

8.21 Preferred Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMC.

### 8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised

Price Bid (the “Revised Price Bid”) submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be 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.

- 8.22 Signing of Agreement: Within 15 (fifteen) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by OMC. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.
- 8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.

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

## 9. Additional Instructions to Bidders

### 9.1 Site-visit:

9.1.1 Bidders may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids. The details of the contact person for site visit of different mining leases are depicted below:

S No	For Leases under Region	Name and designation	Contact Number
1	JK Road Region	Sri Priyabrat Nayak, Sr Manager (Geo)	Mob No. 9950853578
2	Bangur Region	Sri Debasish Nayak, Sr Manager (Geo)	Mob No. 7735277533

9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMC will only facilitate their visit.

9.1.3 The date of the site visit is provided in the Schedule for the Tender. Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

### 9.2 Pre-bid meeting:

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 1 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.

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.

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

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

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

- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 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, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price

Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.

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

system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

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

## Annexure 1: General Conditions of Contract-Services

### 1. Definitions

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

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

### 2. Scope of Services

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

### 3. Instructions, Direction & Correspondence

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



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

#### **4. Service Order / Agreement Obligations**

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), 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 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:
- If the successful Bidder fails to undertake the work after issuance of LoA, or
  - If the Service Provider abandons the work before its completion or during its extended period, or
  - If the work performed by the Service Provider is not as per the Agreement, or

- On breach of Service Order / Agreement by the Service Provider.
- 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 the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

## **9. Delivery of Services**

- 9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

## **10. Terms of Payment**

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMC.

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

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

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

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

## **12. Cancellation of Service Order / Agreement**

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

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

- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

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

### **13. Right to risk for procurement / rendering of services**

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

### **14. Force Majeure**

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

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

- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.
- 14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.
- 14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.
- 14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **15. Dispute Resolution**

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

## **16. Governing Language**

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

## **17. Notices**

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

## **18. Permits & Certificates**

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

## **19. General**

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

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

19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to 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. 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 violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

## **23. Insurance**

23.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.

- I. loss of or damage to the works, plant and materials
- II. loss of or damage to Equipment

- III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
  - IV. personal injury or death
- 23.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/Head of Department or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.
- 23.3. If the Service Provider does not provide any of the policies and certificates required, OMC may take insurance which the Service Provider should have obtained and provided and recover the premiums from payments otherwise due to the Service Provider.

#### **24. Statutory and Legal requirements**

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

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

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:
- i) Social accountability standard SA8000 standard – details available at the website. OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs.
- 25.2. ISO certification: OMC is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

## **26. Safety**

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

## Annexure 2: Special Conditions of Contract

### 1. General

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

### 2. Scope of work, service requirements including technical parameters

#### 2.1. Scope of Work

The target area (Name of the Region, ML/PLs, District), Mineral/Ore & associated rocks, Projected work target & period of work are furnished in the following table:

Mineral/ Ore and Associated Formations	Name of Region	Name of the Lease Holds ML/PL	Projected quantum of core drilling work in Meters			
			Till 31-March-2023	Year 2	Year 3	Total
Chromite/ Serpentinised Peridotite, Pyroxenite, Dolerite, Gabbro, Granite, Quartzite, Limonite, Cherty Limonite, Laterite, etc	JK Road Region	South Kaliapani	8000	8000	8000	24000
		Sukrangi	4000	4000	4000	12000
		Kathpal	8000	4000	0	12000
		Block II	0	0	6000	6000
	Sub Total		20000	16000	18000	54000
	Bangur Region	Baniapank	7500	7500	-	15000
	Sub Total		7500	7500	-	15000
<b>Total</b>			<b>27500</b>	<b>23500</b>	<b>18000</b>	<b>69000</b>

The selected agency has to undertake the following ancillary work of the core drilling.

- Survey for location of drill hole points (UTM co-ordinates) as per provided plan or as advised by the Site Geologist/Camp In-charge/Head of Geology of respective region.

- b. Measurement of co-ordinates, RL of drill holes and drawing of profiles along each completed drill hole section by way of field DGPS survey and borehole deviation survey with multi-shot borehole deviation camera.
- c. Drawal and processing of drill core samples for chemical analysis @ 200mesh/ 75 micron as advised by the Site Geologists/ Camp-in-charge/Regional Head of Geology.
- d. The core drilling work will be executed under supervision and direction of Site Geologist/ Camp-in-charge/ Head of Geology of the Region.

**NB: -**

- i) The projected quantum of work indicated above for different ML/PL of OMC Limited may vary depending on requirement, priority of work and technical considerations and can be allocated to other ML/PL in the region.
- ii) The contract target may be increased up to 20% of the awarded work based on satisfactory performance of agency and on discretion of OMC on same price, terms & conditions.
- iii) After receipt of required forest permission, ML/PL-wise LOA shall be issued as per existing norms by OMC to the selected agencies to execute the core drilling work.
- iv) Chrome ore band/lodes are associated with mostly basic & ultra-basic Peridotite rocks (hard and soft) and weathered formations like Limonite mixed with intermittent Chert. Other lithology which may be encountered are Dolerite, Gabbro, Pyroxenite, Serpentinite, Granite & Quartzite. The bidders are advised to quote their price accordingly.
- v) Necessary Clearances shall be obtained by OMC before start of drilling operation by agency.

**2.2. Specifications**

Latest surface core drilling machines/ hydraulic and hydrostatic machines of higher specification with triple tube core recovery system should be used. The agency should be capable of deploying adequate number of ownership rigs, suitable for making boreholes in chromite (friable & lumpy) with experienced personnel, trained & skilled operators in order to execute the contract satisfactorily within the given time schedule. A list of such ownership rigs with make, model, rated capacity, etc. and the personnel to be deployed for this work shall be enclosed with their offer. The agency should keep ready all the spares / accessories consumables /fishing tools etc. in the site, the absence of which should not hinder the progress of work. If cementing is to be done to stabilize the hole, then the latest type of quick setting compounds / cements shall be used to

optimize the operation in such a way that it consumes minimum time for settling. All the consumables and materials to be used for drilling and associated operations should be of international standard.

Agency shall prepare the drilling site as directed by site geologist and likewise the site will be restored after drilling. Agency shall take the photographs of both before site preparation and after restoration of site to submit at Camp, OMC.

The core drilling work shall be taken up by the agency as per following specifications.

- i. **Size of hole/core:** The holes shall be drilled in PQ, HQ & NQ size in triple tube core barrel.
- ii. **Inclination of hole:** The bore holes shall be mostly inclined and rarely vertical as per direction of the Site Geologist/Prospecting Camp in-charge/ Regional Head of Geology.
- iii. **Type of Drilling:** Dry/Wet drilling using triple tube core barrel with appropriate drilling mud/polymer is preferred. The agency should ensure use of Triple Tube Core Barrels, appropriate mud and Polymer, whenever needed, to achieve the above percentage of core recovery. Efforts should be made to obtain the cores along with in-filling materials in cracks and fractures sludge.
- iv. **Depth of hole:** The depth of bore hole will vary from 100 to 300 meters (May be less/more at times). Few bore holes may be drilled less than 100m or beyond 500-meter depth so as to prove existence of chrome ore up to 600 meters. It is required to deploy drill machines of advance models having high efficiency/ capability to drill above mentioned depth of bore holes. Depth of closure of each bore hole shall be advised/decided by the concerned Site Geologist/ Camp-in-charge or if required by the Head of Geology of the Region.
- v. **Deviation Survey:** Agency shall ensure proper grouting & anchoring of the machine to avoid any displacement shifting of machine, which might result in hole deviation. The agency shall measure the amount of deviation at every 30m interval from starting of the individual bore hole by using Multi-shot borehole camera as well as to measure the Bore hole deviation in entire length of the individual hole at every 30m. after completion of the bore hole. Soft downloadable data along with hard copies would be provided by the agency, hole wise for the verification by the geologist in charge (OMC). In case of deviation of boreholes, the inclination should not exceed to a maximum limit of 5 degrees in any direction in the entire borehole. In case of excessive deviation from the maximum deviation allowed, the boreholes have to be abandoned and the agency will have to re-drill the entire hole at

Page 46 of 84

his cost. The agency should survey the holes in between the progress so that the holes can be monitored and some decision can be taken in case of excessive deviation. Agency should ensure availability of the multi-shot borehole deviation camera all the time and provide technically skilled / competent persons to carry out the job. Acid etching method shall not be accepted. Before closing the borehole, joint measurement of the same shall be conducted and a joint certification would be made regarding depth, core recovery and deviation of the hole, water level, etc., which will be the basis for release of payments.

- vi. Core Orientation:** Core orientation survey will be carried out in selected boreholes as per requirement in competent horizon as per the instruction of concerned Site Geologist/ Camp-in-charge with digital core orientation tool (Reflex ACT or similar). The agency has to ensure such oriented core in good condition with properly preserved orientation line.
- vii. Recovery of core:** Time and core recovery are the essence of this contract. The agency has to take every effort to ascertain and ensure maximum core recovery and complete of drilling within stipulated time frame. The recovery of core in the boreholes for non-ore should be more than 80% (run-wise) and, in the ore zone, the core recovery should be more than 90% for each drill run. This will be strictly adhered during assessment of payment. This will be certified by the concerned site Geologists/ Camp-in-charge. The details to be maintained in a register on daily basis by the site representatives of the agency and to be countersigned by site Geologist of OMC. Core Recovery less than 80% and 90% (run wise) respectively as noted above shall not be considered for payment of that run length. In case of geological disturbances (fractured / goaf /crushed), if the core recovery is less than 90% for ore and 80% for non-ore it shall be certified by site geologist and approved by Head – Geology (HO) for acceptance of payment.
- viii. Core Photography:** Recovery of core after extraction from the core barrel is to be photographed keeping a measuring tape alongside mentioning the start & end point of run by means of tags and record to be kept borehole wise.

After keeping the recovered core in core boxes, again the same has to be photographed properly with the detail information like hole ID, from, to, tag and date of close, date of start, mR, angle and azimuth with Scale etc as applicable and record to be kept borehole wise as per instruction of concerned Site Geologist/ Camp-in-charge or if required by the Head of

Geology of the Region. The agency has to submit these photos to OMC's Site Geologist/ Camp-in-charge.

- ix. **Preservation of Core:** Core recovered as per run shall be preserved in Polypropylene/ PVC/ uPVC Core boxes of virgin plastic with lid (as per requirement) with proper labeling of depth/length of core and handed over by the agency representative to the Site Geologist / Camp In charge. The core boxes are to be supplied by the agency. The core boxes should be of appropriate size with suitable size partition/cabinets to accommodate different size of core recovered (PQ, HQ & NQ) and with provision for easier handling of core boxes from all sides & proper stacking option and to be preserved in original shape without breaking/ alteration.

Placing of Core in core box is to be done in book pattern. End of run tags to be placed properly after every run. Tags are to be made up of PVC/ Metal strip. Each tag should have run depth, recovery and total meter written on it. The core box should be marked properly. Each core- box should bear information of Core Box Number, Borehole code / Area Code, Co-ordinate of the hole, Angle of hole, starting meterage, ending meter-age, BH Starting date, BH Closing date, Any specific Lithological Code if any, etc. Core box should carefully be shifted to the logging site/ core shed at designated place. The boxes should be stacked systematically at core-shed. Verification of core boxes with respect to the Borehole number & box number is to be done jointly by Agency and Site geologist.

- x. **Sampling:** The agency shall draw samples from the core and process it for analysis as per standard procedure under the guidance of the Site Geologist. Each sample shall be reduced to an appropriate quantity by following the standard sampling procedures such as homogenizing, coning, quartering and pulverizing into 100/200 mesh and prepared into four packets of 50gm each. The final sample packets shall be properly labeled with BH Number, sample run and handed over to the concerned site geologist/camp in-charge.

The agency has to establish a mechanized sample preparation unit in the space provided to the agency immediately to cope up the urgency of the work. Power supply as available will be provided by OMC.

- xi. **Bore hole pillaring:** Each completed drill hole shall be grouted for the entire length and marked with a concrete pillar of minimum size 9"x9"x18" (L x B x H) indicating the bore hole number, location, coordinates and RL, under the guidance of the site geologist/ camp in- charge.



- xii. Plans and Sections:** Completed drill hole sections showing the ground profile and location and path of the bore holes along the section drawn in 1:500 scale with two hard copies & soft copies (AutoCAD or similar format) shall be submitted by the agency to the concerned Site Geologist /Camp In-charge from time to time as per requirement and advice of Site Geologist/Camp In-charge/ Regional Head of Geology.
- xiii.** The drilling and the ancillary work, as per specifications above, will be executed under the supervision and direction of the Site Geologist / Camp In-charge/ Head of Geology of respective region. Data confidentiality is of prime importance in OMC. The agency should have to sign confidentiality agreement before commencing the work to ensure that no data should be leaked out to any person outside the organization. Data within the company should be provided to Site Geologist / Camp In-charge/ Head of Geology of respective region.
- xiv.** Apart from the drilled cores and samples as mentioned, the following reports shall be submitted by the agency:
- a. Month wise execution plan: The agency has to submit month wise plan of execution for the given job within the specified time frame and the same shall be adhered to. The drilling performance will be critically reviewed monthly at respective Camp Office/Regional office.
  - b. Daily rig wise drilling report: The agency shall submit a daily drilling progress report to the Site Geologist / Camp In- charge. The report should encompass the number of running hours, details of idle hours and the reason for idleness of the machine (Setup/ Pull Down, Survey Multi Shot, Run/Pull Casing/Rods, Cementing, Reduce Hole Size, Retrieve Casing, Mixing/Conditioning Hole, Standby, Bogged/Fishing, Wedging/PMDD, Reaming Time, etc.)
  - c. Driller's Log Book: The agency should maintain the driller's log book register at the drill site which can be accessed by the site geologist as and when required. The driller's log book should contain the following:
    - i. Information about Hard and soft strata encountered during drilling
    - ii. Water loss/More water used if any
    - iii. Bore hole deviation result, with date, time and depth
    - iv. Run wise Core recovery
    - v. Fracture zone encountered, if any,
    - vi. Change of drill bit, if any,
    - vii. Break down time, if any

- viii. Actual running hours of the drill rig
- ix. Cementing done, if any,
- x. Driller's comment about the strata
- xi. Each run of drilling should be written in the register showing the difficulties/achievement in course of drilling.

### 2.3. Other Terms and Conditions

- i. It shall be the agency's responsibility to set up the camp for providing necessary accommodation to its drilling personnel nearest to the drilling site at respective mining leases. Management of the camp affairs and providing logistic support including supply of water to the drilling personnel at camp shall be the responsibility of the agency.
- ii. Preparation of approach road for mobilization of men and machinery to the drilling site and other required materials shall be the responsibility of the agency.
- iii. The agency has to take up the drilling work as per the direction of concerned Site Geologist /Camp In-charge/Mines Manager or Head of Geology of respective regions.
- iv. The site in-charge of the agency shall submit the daily, weekly and monthly progress report of the drilling work to the Head of Geology of the region, duly certified by Site Geologist/Camp In-charge. A copy of monthly progress report must be forwarded to the General Manager (Geo) /Head of Geology, HO within first week of succeeding month by the agency, duly certified by Head of Geology of the concerned Region.
- v. The drilling should be undertaken as per the LOA issued ML/PL wise & specifications given in this tender schedule. Any deviation to the same without consent of OMC Geologist will lead to termination/ cancellation of the contract. However, depending upon the field conditions, OMC Limited reserves the right of changing the technical parameters in case of requirement.
- vi. In case the agency fails to achieve the desired specification or abandons a hole before the required depth, another hole adjacent to the incomplete hole would be taken up by the agency as directed by the site geologist/camp in-charge and no cost for the incomplete hole shall be paid by OMC.  
In case a borehole is failed to drill up to its target depth due to geological disturbance or any reasons not attributable to the drilling agency (Certified by OMC's Site Geologist/ Camp In-Charge/ Regional Head of Geology and approved by

- Head Geology-HO), then the borehole shall be declared closed at that drilled depth and payment shall be made for the meterage achieved in that bore hole.
- vii. The core should be collected with utmost care at the time of drilling and shall be preserved in properly partitioned Polypropylene/ PVC/ uPVC Core boxes of virgin plastic with cover (lid) (to be supplied by agency) with necessary labelling of the runs/depth under the direction of the site geologist/camp in-charge. Details of the hole, box number, length of core etc. are to be written on the outer and inner side of the core boxes. The core boxes are to be delivered to the respective site geologist/camp in-charge at the respective Prospecting Camp/core shed.
  - viii. Necessary survey work required for locating the bore holes on the ground as per the supplied approved plan, measurement of the co-ordinates, RL of the completed holes and profile of each drill section etc. shall be done by the agency as per the advice of the site geologist/ camp in-charge.
  - ix. A register is to be maintained at drilling site (rig-wise) on daily basis to record bore hole wise/ run-wise drilling logs, indicating the size of core barrel/casing used, the percentage of core recovered and the process of core drilling (dry/wet using Triple Tube Core barrel of PQ, HQ & NQ size) for convenience of supervision and preparation of summarized log with above data (bore hole wise). Summarized logs in respect of completed bore holes with abstract of above data must be submitted to Camp In- charge and Head of Geology along with the monthly bill of the agency.
  - x. Beyond 100 Meters core drilling, for each additional 100 Meter of drilling in a bore hole, 10% telescopic increment on the unit approved base rate per Meter of core drilling shall be paid.
  - xi. **Tentative meterage of depth of the bore holes are as follows:**

#	Depth	Meterage
a.	Up to 100m depth	29,700
b.	100m to 200m depth	24,450
c.	200m to 300m depth	10,380
d.	300m to 400m depth	2,940
e.	400m to 500m	1,400
f.	500m to 600 m	130

The above meterage is tentative and may vary on actuals.

Note:

However, depending upon the field conditions, OMC Limited reserves the right of changing the technical parameters including depth of drilling and specifications and location as per requirement.

#### 2.4. Responsibility of the Agency

- a. The agency will observe and submit necessary statutory returns as applicable under Mines Act, 1952; ELF Act, 1952; C. L. (R&A) Act, 1971; MMDR Act, 1957, MC Rules, 2016; MCDR, 2017; Forest Act, 1980, MEMC 2015 & MEMC Amendment Rule 2021 etc.
- b. The agency shall provide all safety equipment's to the workers and take necessary measures for safety.
- c. The Agency shall provide First-Aid facilities at the workplace.
- d. The agency shall provide necessary medical facilities to its workers and provide drinking water at its own cost.
- e. The Agency at its cost shall arrange for initial and periodically medical examination of his employees from the time to time in time bound manner as prescribed under mines rule 1955 and subsequent D.G.M.S circular. However, in case the Agency does not do the same OMC Ltd. may do the same on behalf of the Agency and the entire cost so borne shall be deducted from the payable of the Agency.
- f. The Agency is required to obtain a Labour License from the appropriate authority for the persons to be deployed as provided under the prevailing Contract Labour (R&A) Act
- g. The Agency shall provide initial training on safety for the worker's deployed as required under provisions of the Mines vocational training rules and subsequent D.G.M.S circular.
- h. The agency shall report immediately to the Mines Manager/ Site Geologist /Camp In-charge in case of any major or minor accident to his worker or staff.
- i. The agency shall be liable for payment of compensation to workers under Workmen's compensation Act, 1923. Any payment, if made by OMC, shall be reimbursed if not deducted by OMC from the agency's dues.
- j. The agency will make all necessary arrangements for commencement and carrying out of the drilling work by its own resources in accordance to the specifications, terms and conditions indicated herein.
- k. As and when required, the agency has to assist OMC to liaise with the forest and other officials including handling of local problem if any for uninterrupted/ smooth execution of core drilling work.
- l. The agency shall undertake necessary survey work required for locating the bore holes on the ground as per the supplied approved plan, measurement of the co-

ordinates, RL of the completed holes and profile of each drill section etc. as per the advice of the Site Geologist/ Camp In-charge.

- m. The Agency shall alone be responsible for payment of wages/salary including VDA not less than minimum wages as notified and fixed by the officer of the Chief Labour Commissioner (C), Ministry of Labour and Employment Government of India from time to time and statutory dues as fixed under the relevant statutes pertaining to the workers engaged by him.
- n. All the payments to the workers shall be made through bank only.

#### 2.5. **Responsibility of OMC**

- a. The OMC site representative (Site Geologist/Camp In-charge) will show the area and drill hole locations broadly as per the bore hole plan.
- b. OMC Limited will provide the principal employer certificate to the agency if necessary for obtaining labour license.1980; Environment Protection Act, 1986; other Acts, Rules, statutory & legal orders applicable from time to time during the work period.
- c. The Mines Manager /Labour Welfare Officer of the respective mines (as the case may be) & the camp in-charge / Site Geologist will verify all the statutory records/ returns of the agency from time to time.
- d. The format for daily as well as weekly progress report of the drilling work along with the logging report shall be provided by the Site Geologist/Camp In-charge.
- e. The camp in-charge /Site Geologist shall provide the reference point coordinates & RL for fixation of boreholes in the field.

#### 2.6. **Representatives (OMC & Agency)**

- a. An authorized person /Geological Executive, to be nominated by the respective Head of Geology of the region, who will act as the Site Geologist of OMC for the lease hold areas for the purpose of execution of the drilling work by the agency. Besides, respective Head of Geology of the region may authorize more than one Geological Executive under his control to supervise the work as per requirement. It is the responsibility of the Service Provider to plan & execute the work strictly in accordance with the instruction of the aforesaid persons.
- b. The agency will declare the name and designation of its authorized site representative who shall be responsible for execution of the work and official communication and will act according to the instruction of the representative / authorities of OMC.

#### 2.7. **Accident or Injury to Workmen**

- a. OMC shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the agency, save and except for accident or injury resulting from any act or default of OMC. The agency shall indemnify and keep indemnified OMC against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
- b. The agency shall at all times indemnify OMC against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force by or in respect of any workmen employed by the agency in carrying out the Agreement and against all costs and expenses for penalties incurred by OMC in connection therewith (without prejudice to any other means of recovery). OMC shall be entitled to deduct from the agency any money due or becoming due to the agency (whether under this agreement or any other agreement) payable by way of compensation aforesaid or for costs or expenses in connection with and claims thereto. The agency shall abide by the decision of OMC as to the sum payable by the agency under the provisions of this clause.
- c. In respect of all labourers employed by the agency in the ML area, the agency shall comply with all legislations and rules of State and/ or Central Government or other local authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed for the works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.

### **3. Contract period**

- a. The contract time period shall be up to 31<sup>st</sup> March 2025 since the date of signing of Agreement. Initially, order shall be placed for 1<sup>st</sup> year (till 31-Mar-2023) & shall be renewed for subsequent years by user section based on the performance of the previous year.
- b. At any point of time, OMC may rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.
- c. LOA shall be issued to the selected Service Provider year wise, based on the assessment of the performance of previous year/ quarter/ month as given in the

- table at clause No. 2.1 above. The OMC management reserves the right to undertake evaluation of the progress of work at any point of the contract period.
- d. In case of earlier completion of awarded work target, the service provider may request in writing to OMC for additional quantity of core drilling, limited to 120% of the awarded target of contractual period, at the existing rate, terms and conditions, to be decided at OMC option.
  - e. During the contract period, upon requirement of OMC or on receipt of required statutory clearances of any nearby leases of the Region, the agency has to accept the additional core drilling contract of those leases at the same rate terms & conditions of this tender.
  - f. The selected agency has to perform & keep the progress of work in accordance to the time schedule, stipulations, terms & conditions. At any point of time during the period, if the progress of the work is delayed/discontinued/Agency quits, the work of that ML/PL of the Region shall be terminated with forfeiture of SD, ISD, EMD etc. & OMC may take further action including award of the work to other technically qualified bidders of that Region at L-1/negotiated price, terms & conditions or may take further action including floating of fresh tender.
  - g. In case of any delay in completion of work due to any unseen reason attributed to OMC, the contract period shall be extended for completion of work with same price, terms & conditions of the contract.

#### **4. Payment terms:**

The place of payment shall be the respective Regional Office of OMC.

Payment shall be made on the approved base unit price considering the followings:

- a. Beyond 100Meters depth in a hole for each additional 100Meters depth 10% telescopic increase over the unit base price per meter shall be paid
- b. ML wise monthly RA bills in triplicate in respect of completed bore holes & work done during the month (along with JMC/ Monthly progress report jointly signed by the site geologist & representative of the agency) will be submitted by agency to the Prospecting Camp in-charge of OMC along with below mentioned documents.
  - i. Attendance record of the employees for the relevant month – duly authenticated by certifying authority of OMC as a mark of acceptance and verification.
  - ii. The wages sheet of the employees for the relevant month.
  - iii. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank.
  - iv. PF Deposit Challan & ECR copy of the month preceding the relevant month.

- v. Challan & ESI deposit (if applicable) of the month preceding the relevant month.
  - vi. GST deposit challan of the month preceding the relevant month.
  - vii. Any other documents required by the statutory authorities (Welfare/Personnel & Finance) of Mines / Regional Office.
  - viii. And any other statutory deduction if so, will be submitted for the preceding month with the invoice.
- c. The Camp in-charge & Site Geologist shall check & certify the RA bill in respect of the quantity of work completed with observation of specification, terms and conditions of the agreement.
  - d. The Camp in-charge shall process the R/A bill along with the Joint Measurement Certificate (JMC) & other statutory documents including existence of validity of labour license, verified deposit of EPF and submission of returns to the RPFC, Odisha in respect of all the workers of the agency and shall obtain clearance/ certification of concerned Mines Manager in respect of required statutory clearances and shall forward the R/A bill with documents to the Head of Geology of the Region.
  - e. The respective Head of Geology of the region will forward the above bills with his recommendations to the Regional Manager of the Region for release of payment.
  - f. The recovery of core in the boreholes for non-ore should be more than 80% (run-wise) and, in the ore zone, the core recovery should be more than 90% for each drill run. This will be strictly adhered during assessment of payment. Core Recovery less than 80% and 90% (run wise) respectively shall not be considered for payment of that run length.
  - g. The monthly running bill amount in respect of completed drill holes would be released by the concerned Regional Manager/ Finance Head of the Region, OMC, as per the recommendation of the Site Geologist/Camp In-charge/Concerned Mines Manager and Head of Geology of the respective Region of OMC. On compliance of all documents related to the work done, as mentioned in the agreement, the payment shall be released within 30(thirty) days.
  - h. Applicable Income Tax on R.A. bill value shall be deducted from the monthly RA bills.
  - i. A check list on performance of the agency and compliance of terms and conditions duly signed by the authorized site representative of the agency, OMC site Geologist/ Camp officer, concerned Mines Manager, Head of Geology, Finance Head of the Region, Head(Personnel) of the Region LW, of respective region and duly countersigned by the Regional Manager shall be forwarded to HO for release of Performance Security.



- j. On completion of the annual awarded work, Performance Security so deposited annually by the agency shall be released at HO, after receipt of clearances of all dues, liabilities or any other outstanding dues against the agency, on account of the allotted work from the concerned Region. The Head of Geology, HO, Bhubaneswar shall recommend for release of Performance Security in favour of the agency.
- k. GST as applicable shall be paid extra. The agency shall deposit GST relating to the work regularly with the GST authority & submit the certified copy of deposit receipt (GSTR- 3B) for the previous month for which Invoice is submitted against his claim.

**5. Price Revision**

No price revision: There shall be no price or rate revision throughout the contract period.

**6. Penalty**

6.1. Penalty shall be imposed as below:

6.1.1. The recovery of core in the boreholes should be more than 80% (run - wise) in non-ore and in the ore zone the core recovery should be more than 90% for each drill run. Run wise core recovery below 80% in non-ore and below 90% in ore shall not be considered for payment and shall be deducted from the total length of the bore hole drilled.

6.1.2. If Service Provider fails to achieve the target, Penalty shall be calculated in the following manner:

**a. For Year 1 (Till 31-March-2023):**

If the agency fails to achieve the target by the end of the contract period of first year (i.e., 31-March-2023) the penalty shall be imposed @10% (ten per cent) of the Basic Rate per meter (excluding taxes) for such shortfall quantity, subject to a maximum value of 10% of the Annual Contract value (excluding taxes and duties). GST on LD/Penalty shall be recovered in addition to the LD/Penalty amount.

**b. For Year 2 & 3: Penalty shall be calculated in the following manner**

#	Timeline	Cumulative Target to be achieved (In %)
---	----------	---

#	Timeline	Cumulative Target to be achieved (In %)
1	1 <sup>st</sup> Quarter (Month 1 to Month 3)	20% of the awarded target.
2	2 <sup>nd</sup> Quarter (Month 4 to Month 6)	40% of the awarded target.
3	3 <sup>rd</sup> Quarter (Month 7 to Month 9)	70% of the awarded target.
4	4 <sup>th</sup> Quarter (Month 10 to Month 12)	100% of the awarded target.

If the agency fails to achieve the target as prescribed above, retention amount at 10% (ten per cent) of the Basic Rate per meter (excluding taxes) shall be withheld in respect of the shortfall quantity (in Mts.) not achieved in the said quarter.

If the agency fails to achieve the shortfall quantity by the end of the Contract Period, then the withheld amount shall be deducted as part of Penalty from their payables, subject to a maximum value of 10% of the Annual Contract value (excluding taxes and duties). GST on LD/Penalty shall be recovered in addition to the LD/Penalty amount.

## 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 symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
  - c. Date of its issue;
  - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
  - e. Harmonised System of Nomenclature code for goods or SAC code for services;
  - f. Description of goods or services;
  - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
  - h. Total value of supply of goods or services or both;
  - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
  - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
  - m. Address of delivery where the same is different from the place of supply;
  - n. Whether the tax is payable on reverse charge basis; and
  - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.

- v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
- vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.
- ix) 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 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 the selected agency fails to start the work within one month including 15 days of mobilization period after issuance of LOA. LD shall be imposed for the period of delay beyond 30 (Thirty) days @2% (two percent) of the awarded Basic Rate per meter for Diamond Core Drilling (excluding taxes), subject to a maximum value of 10% the value of the Contract (excluding taxes and duties). GST on LD/Penalty shall be recovered in addition to the LD/Penalty amount. Targeted quantity for calculation of LD amount shall be 250 Meter/Day or part thereof.

- 8.3. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 8.4. OMC shall have full liberty to realise the LD through the following ways:
- A) Appropriation of the Performance Security; OR
  - B) Appropriation the of EMD (in case provision of Performance Security does not exist); OR
  - C) Reduction of the invoice/document value and release of the payment accordingly
- 8.5. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 8.6. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, OMC shall evaluate the situation and may at its discretion waive the LD/ Penalty on the request of the Service Provider at user section, HO.

**9. Designated nodal officer and key contacts of OMC**

- i. Sri Suman Krishna Sit, General Manager (Geo.) Mob No. 7763807475
- ii. Sri Pinaki Mallick, Addl. GM (Geo), Mob No. 7752004435
- iii. Sri Priyabrat nayak, Sr Manager (Geo), Mob No. 9950853578
- iv. Sri Debasish Nayak, Sr Manager (Geo), Mob No. 7735277533

**10. Limitation of Liability**

- 10.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

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

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

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

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

Ref: [•]

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

BETWEEN

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

AND

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

WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

1. Conditions of Contract

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

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

For and on behalf of Odisha Mining Corporation For and on behalf of M/s.

(Authorized Representative)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the Service Provider:

OMC House, Bhubaneswar-751001

Address:

In presence of the following witnesses

Name:

Name:

Designation:

Designation:

Odisha Mining Corporation

Name of the Service Provider:

OMC House, Bhubaneswar-751001

Address:



### Annexure 3: Format for Power of Attorney

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

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the 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: Price Bid Format

#	Item Description	SAC Code	Quantity (Meter)	Basic Rate per Meter in figures to be entered by the Bidder in Rs	Total Amount without Taxes	Total Amount in Words
1	Rate per meter for Diamond Core Drilling work at Chromite Ore Leases in J.K. Road and Bangur Region of OMC Limited	Enter SAC Code	69,000			
2	Rate per meter of core orientation survey		9,000			
3	Rate per meter of grouting/ cementing		47,400			

**Note:**

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

Signature of the Bidder with seal

## Annexure 5: Declaration by the Bidder

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

Date: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

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

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Integrity Pact - Annexure 12		
11	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 Bank with seal

## Annexure 8: Format for Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) ..... (“AGENCY”) and 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

Page 71 of 84

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 9: SA 8000 Compliance Format

### A. Basic information

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

### 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: 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 11: Rate of GST

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

S No	Description	SAC/HSN Code	Rate of GST
1			

Signature

Seal



## Annexure 12: Integrity Pact

### Integrity Pact

Between

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

and

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

#### Preamble

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

#### **Section 1 - Commitments of the Principal**

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

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

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the Contract execution.

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

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

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

### **Section 4 - Compensation for Damages**

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

#### **Section 5 - Previous transgression**

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of OMC.

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

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

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

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

#### **Section 8 - Pact Duration**

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

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

#### **Section 9 - Other provisions**

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.

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

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

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

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_