



ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

Bid Document
for
Engagement of Management Consultant for
Vision, Strategy, Planning, Implementation
and Monitoring of development of Evacuation
Infrastructure in Keonjhar and Sundargarh
Districts, Odisha.

Bid document No: OMC/E-PROC/CMC/150/2023-24 dated 15/03/2024

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E-procurement notice

Bid document No: OMC/E-PROC/CMC/150/2023-24 dated 15/03/2024

1	Work name	Engagement of Management Consultant for Vision, Strategy, Planning, Implementation and Monitoring of development of Evacuation Infrastructure in Keonjhar and Sundargarh Districts, Odisha.
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16/03/2024
3	Pre-bid meeting	Date: 04/04/2024 at 3.30 PM through virtual mode
4	Bid Due Date	Date: 30/04/2024; Time: 3.00 PM
5	Bid Opening Date	Date: 30/04/2024; Time: 5.00 PM

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

Sd/-
Head (C&P)

Odisha Mining Corporation Ltd.
 (A Gold Category State PSU)
 Registered Office: OMC House, Bhubaneswar-751001
 Tel: 0674 2377436, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	16.03.2024
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 16/03/2024
3	Last date for sending queries to OMC	Date: 28/03/2024; Date: 5.00 PM
4	Pre-bid meeting	To be held on 04/04/2024; Time: 3.30 PM through VC
5	Issue of responses to pre-bid queries, addendum/corrigendum, if required	Date: 18/04/2024
6	Bid Due Date	Date: 30/04/2024; Time: 3.00 PM
7	Opening of Techno-Commercial Bid	Date: 30/04/2024; Time: 5.00 PM
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	Engagement of Management Consultant for Vision, Strategy, Planning, Implementation and Monitoring of development of Evacuation Infrastructure in Keonjhar and Sundargarh Districts, Odisha.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 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)	Amount: INR 36,00,000/- (Rupees Thirty-Six Lakh 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	<p>User: Name: Sri L. K Prusty Email: lkprusty@odishamining.in Designation: CGM (Mech), Project Contact No. 8249103497</p> <p>Contract Management Cell (CMC) Name: Diptimayee S Dash Email: Diptimayee.Dash@odishamining.in Designation: Manager C&P Contact No. 7003991626</p>
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/150/2023-24, dated 15/03/2024

3. Disclaimer

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

- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

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
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

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

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

“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/150/2023-24, dated 15/03/2024 for Engagement of Management Consultant for Vision, Strategy, Planning, Implementation and Monitoring of development of Evacuation Infrastructure in Keonjhar and Sundargarh Districts, Odisha and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.13 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.15 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.16 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.17 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1;
- 5.18 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.19 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.20 “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;
- 5.21 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.22 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.23 “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 For the functioning of this MMU, OMC intends to engage a management consultant to provide skilled and experienced manpower for Phase II as detailed below:
- a. Team Leader
 - b. Senior Professional (Railway)
 - c. Senior Professional (Road)
 - d. Senior Professional (IT)
 - e. Senior Professional (Mining)

Further, **Expert** in any of the above fields shall be engaged as and when required.

- 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:

Sl. No.	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <p>A. The Bidder must have successfully rendered during the last 7 (Seven) years its advisory project management services for at least one number of transformation in Infrastructure/ Logistic/ Mining projects and the projects must have advisory services for Command Control Centre.</p> <p>B. The value of above advisory project should not be less than 20 Crores (excluding taxes).</p> <p>Note: Applicable 7 (Seven) years shall be preceding Seven financial years excluding the financial year of floating of the Tender (i.e., FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23)</p>	<p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement;</p> <p>b) Completion certificate from their clients/ employers, regarding successful completion of the services or Certification of work & value by their statutory auditors.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers.</p>
7.2	<p><u>Financial Criteria</u></p> <p>Average annual financial turnover of the Bidder in any 3 (three) years during last 5 (five) financial years should be at least INR 500 Crore.</p> <p><u>Note:</u> Applicable 5 (five) years –FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY-2022-23</p>	<p>Copies of audited financial statements consisting of</p> <ol style="list-style-type: none"> Balance sheet, profit and loss statement cash flow statement. Solvency Certificate Net worth declaration
7.3	Other Criteria	
7.3.1	<p>The Bidder can be either</p> <ol style="list-style-type: none"> a Company (Private or Public), or a registered partnership firm, or a LLP firm 	<p>Copies of</p> <ol style="list-style-type: none"> Company (Private or Public) <ul style="list-style-type: none"> Certificate of Incorporation Memorandum of Association Articles of Association Registered partnership firm <ul style="list-style-type: none"> Registration certificate Deed of Partnership LLP firm <ul style="list-style-type: none"> Certificate of Incorporation Deed of Partnership

Sl. No.	Criteria	Required Documents
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – 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	<ul style="list-style-type: none"> a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/ Agreement with OMC had been terminated/ failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

Note:

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

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is an one-time activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/ her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. ***In case of a company, the Power of Attorney shall be accompanied with the copy of the Board Resolution. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.***
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. 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).

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
- 8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.
- 8.16 Material deviation
- 8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:
- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
 - ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
 - iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
 - iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
 - v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
 - vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
 - vii) It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.
- 8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or

documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify 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 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive Technical Marks of 75 (Seventy-Five) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
1	Experience of the firm	15		
1A	A. The Bidder must have successfully rendered during the last 7 (Seven) years its advisory project management services for at least one number of transformation in Infrastructure/ Logistic/ Mining projects and the projects must have advisory services for Command Control Centre. B. The value of above advisory project should not be less than 20 Crores.	15	a) 10 marks b) Additional 2.5 marks per extra project with value as mentioned in point B shall be considered for evaluation subject to maximum of 5 marks	<ul style="list-style-type: none"> • Relevant contract and completion certificate issued by the client • Summary of the project(s)/ assignment(s) undertaken by the Bidder - as per Annexure 11
2	Financial Strength	07		
2A	Average annual financial turnover of the Bidder in any 3 (three) years during last 5 (five) financial years (FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23)	07	a) 5 Marks b) Additional 1 mark for each additional turnover of INR 100 Crore subject to maximum of 2	Audited Balance Sheet and profit & loss statement for the relevant Financial Years

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
	a) 500 Crore b) More than 500 Crore		marks	
3	Qualification and experience of professionals	38		
3A	Expert (4 Experts) Qualification of Expert: a) Should be either, B.E/ B. Tech in Engineering and 'MBA/ Post Graduate in Management' (as specified in clause 3.3.1 of 'Special Conditions of Contract') with 15 years of work experience, or, B.E./ B. Tech in Engineering having 18 years of work experience. The expert must have domain knowledge on management of Rail/ Road/ IT/ Mining projects.	14	a) 3 marks in each field total 12 marks b) Additional 0.5 mark for each additional qualification/ experience subject to maximum of 2 marks	For proposed Experts, CVs strictly in the prescribed format given in Annexure 14 and recently signed in blue ink on each page by both the proposed professional and the authorized signatory shall be submitted. The CVs shall be submitted in all four domains (Road, Rail, IT & Mining)
3B	Team Leader (1 Resource)	08		
	Qualification of Team Leader: a) Should be B.E/ B. Tech in Engineering & 'MBA/ Post Graduate in Management' (as specified in clause 3.3.1 of 'Special Conditions of Contract')	05	a) 4 marks b) Additional 0.5 mark for each additional qualification subject to maximum of 1 mark.	For proposed professionals, CVs strictly in the prescribed format given in Annexure 14 and recently signed in blue ink on each page by both the proposed professional and the authorized signatory shall be submitted.
	Experience of Team Leader: a) Minimum 12 years with domain knowledge on execution and management of Rail/ Road/ Mining projects (as specified in clause 3.3.1 of 'Special Conditions of Contract') b) More than 12 years	3	a) 2 marks b) Additional 0.5 mark for each additional year of experience subject to maximum of 1 mark.	

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the Techno-Commercial Bid
3C	Senior Level Site Professional (4 Nos.)	16		
(i)	Qualification of Professionals: Qualification of against each category of Senior Professionals shall be B.E/ B. Tech in relevant field & MBA/ 'Post Graduate in Management' as specified in clause No. 3.3.1 of 'Special Conditions of Contract'.	8	2 marks for each professional with maximum of 8 marks	For proposed professionals, CVs strictly in the prescribed format given in Annexure 14 and recently signed in blue ink on each page by both the proposed professional and the authorized signatory shall be submitted.
(ii)	Experience of Professionals: Relevant work experience of Professionals against each category shall be either, 05 years for B.E./ B. Tech with MBA/ 'Post Graduate in Management', or, 08 years for B.E/ B. Tech only. For details in each category, as specified in Clause 3.3.1 of 'Special Conditions of Contract'.	8	2 marks for each professional with maximum of 8 marks.	
4	Approach and methodology (A&M)	40		
4A	During presentation the bidder shall be evaluated on the following: 1. Understanding of the assignment 2. Approach and Methodology 3. Standard Operating Procedures Adopted, 4. Team & Support Team Competencies, 5. Reporting Mechanism	40	Only those Bidders who fulfill the requirements of the eligibility criteria (as given in Chapter 7) would be asked to give a presentation on their approach & methodology. Copy of Presentation to be submitted at least one day before the declared date of presentation through mail to cmc@odishamining.in.	
Technical Marks		100		

Note:

- During scoring, both qualification and experience shall be considered together as per clause no. 3.3.1 of 'Special Conditions of Contract'.

- Certificates on qualification and experience of the concerned Professionals shall be submitted by the selected bidder to OMC during resource deployment..

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.

8.20.2 The lowest Price Bid as determined in above clause shall be assigned a Financial Score (Fs) of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score, Fs based on the following formula:

$$Fs = \frac{100 \times \text{Lowest Price Bid received}}{\text{Amount of the Price Bid of the Bidder}}$$

8.21 Selected Bidder:

For each techno-commercially acceptable bids, the bid with the highest Technical Marks shall be assigned a Technical Score, Ts of 100.

All the other Technical Scores, corresponding to the techno commercially acceptable bids shall be assigned a Technical Score, Ts based on the following formula:

$$Ts = \frac{100 \times \text{Technical Marks}}{(\text{Highest Technical Marks obtained by any bidder})}$$

Then the Combined Score, S shall be calculated as follows:

$$S = Ts \times [70\%] + Fs \times [30\%]$$

The Bidder who achieves the highest Combined Score shall be the Selected Bidder.

OMC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (Fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder may 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 30 days of receipt of the signed copy of the LoA along with performance security, the agreement shall be signed by the preferred bidder. If the Service Provider does not accept the LoA or does not furnish Performance Security and sign the agreement within the specified period, OMC at its discretion shall annul the award and forfeit the EMD and may also consider any other administrative punitive action such as holiday listing/banning/blacklisting of the entity from participating in the future tender.

8.23 Performance Security: The Performance Security will be submitted in two phases as mentioned below:

8.23.1 For Phase I: The Service provider shall submit the performance security in the form of Bank Guarantee (BG) in OMC format (as per Annexure 8) within 15 days of receipt of LOA amounting 10% of the Contract Value excluding GST for Phase I.

8.23.2 The Performance Security shall remain valid till 1 (one) year which will be further extended till commencement of Phase II work along with submission of performance security for phase II.

8.23.3 For Phase II: The Service Provider shall submit a separate Performance security in the form of Bank Guarantee in OMC format (as per Annexure 8) within 15 days of go-ahead from OMC for Phase II work amounting 10% of the yearly Contract Value excluding GST.

- 8.23.4 Upon acceptance of Phase II performance security, the BG submitted for Phase I shall be returned to the Service Provider.
- 8.23.5 The BG for Phase II will be extended on yearly basis and shall be valid till 90 days beyond completion of Contract period.
- 8.24 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 Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security will be valid for 3 months beyond the contract period and shall be extended in case of any extension till the completion of project.

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.
- 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 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). 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) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

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

- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 Settlement of EMD on submission of bids: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 Forfeiture of EMDs: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e., OMC.
- 10.6 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.7 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.8 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide

shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link or through e-mail. 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 or through e-mail within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

- 10.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.11 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.12 Upon approval and completion of the due process of OMC, the 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.

11. Annexure 1: General Conditions of Contract-Services

1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order/ Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order/ Agreement or such other place or places at which any work has to be carried out as may be approved by 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 incompletion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

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

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

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

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, 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 fulfill 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, such Termination 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 e mail. 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 licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and 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.

26. Safety

26.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.

26.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.

26.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.

26.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC

12. Annexure 2: Special Conditions of Contract

1. General

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

2. Background

The Odisha Mining Corporation (OMC) is a Gold Category State Public Sector Unit. It mainly produces Iron, Chromite, Bauxite and Manganese Ore through various mining assets in Odisha.

In consideration of the projected increase in production and sales by Mining sector in the coming years, it has been felt by Govt. of Odisha to develop a strong evacuation infrastructure in Keonjhar and Sundargarh districts which will ensure economic growth of the State, safe living standards of the people, and adequate rail, road and pipeline/ conveyor infrastructure with traffic control mechanisms to ensure seamless and safe mineral evacuation

The Objectives of the Program are as follows:

- a. Development of a vision and strategy for mining logistics infrastructure development in Keonjhar and Sundargarh districts to transform it to a future-ready, sustainable and world-class mining region.
- b. Development of a conceptual master plan for mining logistics infrastructure development in Keonjhar and Sundargarh districts, which shall include:
 - i. Identifying key bottlenecks and critical initiatives to be undertaken regarding mining logistics infrastructure beyond the mine gate.
 - ii. Construction of identified new rail lines and strengthening of the existing rail corridors and railway sidings.
 - iii. Construction of identified new roads and strengthening of the existing roads and parking plazas by NHAI/ PWD/ RD etc.
 - iv. Construction of slurry pipeline and conveyor systems by the players in the mining sector or by any technically competent bidder/ supplier.
 - v. Connectivity and conveyance to nearest port and inland waterways/ Construction of port infrastructure.
- c. Establishment of centralized IT Command and Control Centers (CCC) in Keonjhar and Sundargarh districts by the state government.
- d. Development of the implementation plan with clear timelines and accountability matrix.
- e. Execution of the approved implementation plan in a time bound manner.

For the above objectives, a Mission Management Unit (MMU) will be set up for monitoring implementation of this project with proper coordination with all internal and external stakeholders or agencies.

3. Scope of work

The scope of work for the envisioned transformation program as per the objectives specified above will be done in 2 (two) phases:

- i. Preparation of Feasibility Report
- ii. Supervision and monitoring during Implementation

3.1 Phase I - Preparation of Feasibility Report:

3.1.1 The feasibility report shall be prepared and submitted for approval within the first 6 months of the Contract period. The details of the work for execution during Phase I is at clause 3.1.4. The Bidder should note that for preparation of the same, it will deploy adequate skilled and experienced resources to take care of all the technical and financial aspects of the project. Such reports shall be presented before a HLC approved by GoO for which the Service Provider shall present the matter before the HLC and shall modify the same as per the recommendation of HLC.

3.1.2 The report shall be considered as accepted, after due recommendation of HLC and acceptance of the same by concerned authority.

3.1.3 The service provider shall also prepare and present its progress report bi-monthly during this period so as to ensure timely completion of the work.

3.1.4 **Detailed Scope of Work:** For execution of work of Phase I, the selected bidder shall be shared with a report already available with OMC. The selected bidder shall review the same and propose modification taking into consideration the present scenario and after making site visit for assessment of local conditions and site constraints if any. Subsequently the selected Bidder shall submit its "Feasibility Report" which shall include broadly the followings; however, the selected Bidder may submit any additional relevant information which may be necessary for successful completion of work.

- A. Vision and strategy development for mining industry in Keonjhar and Sundargarh districts
- B. Situational analysis of current logistics infrastructure
- C. Future growth assessment of logistics infrastructure
- D. Global benchmarking regarding mining logistics infrastructure
- E. Development of centralized IT Command and Control Centre requirements at both the locations.
- F. Identification of strategic initiatives
- G. Development of implementation plan

The details of the above are as enumerated below:

I. Vision and strategy for mining industry in Keonjhar and Sundargarh districts

- I. Analyze data regarding mineral endowments in the Keonjhar and Sundargarh districts.
- II. Analyze mining projects across major ore minerals such as iron, manganese etc. in the Keonjhar and Sundargarh districts, considering current production and estimated production, based on current announcements and market outlook.
- III. Conduct demand-supply gap assessment for major minerals considering current data and market outlook.
- IV. Estimate potential revenue and operating profit contribution from mining activities in Keonjhar and Sundargarh districts by 2030.
- V. Determine major minerals for investment in mining logistics infrastructure.
- VI. Conduct benchmarking with global best practices regarding mining operations, logistics and sustainability etc.
- VII. Based on the demand-supply gap and global best practices, develop a transformative mining vision and strategy for Keonjhar and Sundargarh districts for 2030, outlining targets, broad action steps and timelines.

II. Situational analysis of current mining logistics infrastructure in Keonjhar and Sundargarh districts

- i. Assess existing and planned logistics infrastructure in the Keonjhar and Sundargarh districts (e.g., rail, road, waterways, slurry pipelines/ Conveyors and ports) for major minerals.
- ii. Identify key routes, capacities and performance of each mode of transportation.
- iii. Analyze cost of transportation across various modes of transportation and routes.
- iv. Analyze current bottlenecks and challenges (e.g., lack of transportation capacity; turnaround time, quality of infrastructure, seasonal issues, coordination challenges etc.) in existing logistics infrastructure to evacuate mine gate production.
- v. Conduct a workshop with related stakeholders/authorities like NHAI, Railways, District Authorities, PWD etc. to discuss, review on this project feasibility and Seeking feedback from these stakeholders/authorities on prioritization of projects, work plan, timelines, progress, constraints (if any), requirement of coordination, risk, etc.

III. Future growth assessment of logistics infrastructure in Keonjhar and Sundargarh districts

- i. Assess future capacity requirements for mining logistics infrastructure development in Keonjhar and Sundargarh districts based on expected volume of minerals to be transported to current and emerging destinations.
- ii. Identify expected changes in transportation patterns and routes; considering a multi-modal transportation approach that integrates road, rail, inland waterways and slurry pipeline/ Conveyor systems.
- iii. Utilize data analytics and modeling tools to optimize transportation routes for efficiency, costs, and impact on other public and private infrastructures.
- iv. Conduct impact of proposed infrastructure expansion on local ecosystem and develop mitigation strategies to minimize adverse impact, if any.

- v. Engage with relevant stakeholders (local communities, government entities like NHAI, Railways, District Authorities, PWD etc. and industries) to align the vision with the overall economic and social goals of Keonjhar and Sundargarh districts.
- vi. Conduct risk analysis to identify potential challenges and disruptions; and develop contingency plans to ensure the resilience of the mining logistics infrastructure.

IV. Global benchmarking analysis regarding mining logistics infrastructure

- I. Perform an in-depth analysis of successful mining regions globally, such as Pilbara (Australia), Brazil and any other countries having similar environment that have large, efficient and high-performing mining logistics infrastructure.
- II. Benchmarks identified regions on various Key Performance Indicators (KPI) such as efficiency, safety, reliability, and sustainability practices etc.; and identify key learnings applicable to the mining logistics infrastructure development program in Keonjhar and Sundargarh districts.

V. Requirement analysis for Centralized IT Command and Control Centre (CCC)

- I. Conduct current state assessment of IT command and control systems at Keonjhar and Sundargarh districts to assess reach, coverage, effectiveness and future-readiness.
- II. Suggest key requirements for the proposed IT Command and Control Centre for Keonjhar and Sundargarh districts in line with the upcoming mining logistics infrastructure.
- III. Provide on-boarding support to the partner selected by the State Government for implementation of the IT Command and Control Centre.

VI. Identification of strategic initiatives

- I. Develop a list of strategic initiatives for augmentation of mining output, sustainability of mining operations, debottlenecking and growth requirements regarding the mining logistics infrastructure in Keonjhar and Sundargarh districts. Prioritize the strategic initiatives based on their impact, feasibility and resources required (financial, human, material, infrastructural etc.).
- II. Identify supply and demand clusters to achieve economies of scale, make it a hub of mining and industrial activity and to accelerate economic development rapidly.
- III. Align the shortlisted strategic initiatives with key stakeholders (government agencies and relevant industry players).
- IV. Define the enablers to implement the prioritized initiatives, including regulatory framework, infrastructure, funding requirements, land and resource management, technology, incentives, and human resources etc.

VII. Development of implementation plan

- I. The plan shall include the site constraints, micro-level implementation and execution plan, financial implications, and administrative / statutory requirements if any.
- II. Complete and detailed financial estimate for the project (separately for both the locations).
- III. Finalize the list of strategic initiatives.
- IV. Identify key stakeholders and their roles and responsibilities.
- V. Establish key milestones, targets and Key Performance Indicators (KPIs).
- VI. Develop a governance model to effectively execute and monitor the implementation plan.

- VII. Creating accountability/ responsibility matrix of Mission Management Unit (MMU) and roles of different officers from OMC/ Department of Steel and Mines, Government of Odisha.
- VIII. Development of "Escalation and Reporting Mechanism" to ensure that any risk or challenge is immediately brought into notice of relevant stakeholders and addressed at the earliest

Deliverables of Phase I: Feasibility Report

3.2. Phase II: Supervision and monitoring during Implementation:

- 3.2.1. Phase II will be commenced from the date of go-ahead from OMC (which shall be intimated after getting approval of Govt. of Odisha and engagement of respective executing agency) and shall be completed within 36 Months from the date commencement of respective work.
- 3.2.2. During this phase, the works/ activities approved in Phase I shall be executed. The Service Provider shall be involved for day-to-day Supervision and Monitoring of such work/ activities.
- 3.2.3. In this phase, the Service Provider shall provide skilled and experienced manpower as detailed below on full time basis, as per the qualification and experience specified under clause No. 3.3.
 - a. Team Leader
 - b. Senior Professional (Railway)
 - c. Senior Professional (Road)
 - d. Senior Professional (IT)
 - e. Senior Professional (Mining)

The Team Leader will be engaged from the date of go-ahead for Phase II work and the Senior Professionals shall be engaged from the date of start of work in individual fields (Railway/ Road/ IT/ Mining) and go-ahead from OMC for that field.

However, during execution of the work, there may be additional resource requirements for satisfactory completion of work. The service provider shall arrange the same after obtaining due approval from OMC and payment for such engagement shall be at the same rate and terms and conditions. The Service Provider must engage the personnel within Thirty (30) days from the date of intimation of such requirement.

Further, **Expert** in any of the above fields shall be engaged as and when required.

The engagement of Expert and any other Professionals shall be subject to approval of Nodal Officer, OMC.

Phase II of the project will focus on Development the governance framework; supervision and monitoring during implementation. The specific scope of work under each area is as follows.

A. Development of governance framework

- i. Design a comprehensive monitoring, evaluation and governance framework for the MMU.
- ii. Develop mechanisms for continuous feedback and communication with stakeholders.
- iii. Develop an escalation and reporting mechanism matrix to address issues and challenges promptly.

- iv. Collating feedback from OMC/ Govt. of Odisha (GoO) and include the same in interim plan.

B. Supervision and monitoring

- i. Provide strategic support in implementation of proposed projects related to infrastructure augmentation for evacuation of Ore Minerals such as iron, manganese etc. in Sundergarh and Keonjhar Districts of Odisha.
- ii. Monitoring during implementation of the project.
- iii. Conducting regular meetings for consistent stakeholder engagement and alignment, review mechanism and periodic status update to all the stakeholders with preparation of minutes of meeting (MoM) and action plan.
- iv. Facilitate reviews by the State High-Level Committee/ State Govt. Authorities.
- v. Engage experts to address bottlenecks and challenges during the implementation phase.
- vi. Propose course corrections that may be required due to changed or unforeseen circumstances.
- vii. Submit monthly implementation reports and seek State's intervention, where required, to ensure adherence to the implementation plan.
- viii. Concise reporting that needs to have sector specific inputs in line with overall project objectives and stating if the project is on track or off track and mitigation/ correction plans (if required).
- ix. Suggest an institutional structure for implementation oversight at the end of the project term.
- x. Any other work, as may be felt necessary, while execution of the above work.

Deliverables of Phase II:

- I. Submission of monthly progress reports.
- II. Conducting consistent meeting and MoM preparation and action plan
- III. Quarterly interim report on planned Vs actual on progress of work along with the financial status.
- IV. Detailed Financial and Implementation Report to be submitted at the end of project within 30 days.

3.3. Qualification and Experience of Professionals

Sl. No	Designation	Qualification and Experience
01	Expert	Must be B.E./ B. Tech in Engineering and 'MBA/ Post Graduate in Management' (Vide clause 3.3.1) with 15 years of work experience or B.E/B. Tech in Engineering having 18 years of experience with domain knowledge on management of Rail/ Road/ IT/ Mining projects.
02	Team Leader	Must be B.E./ B.Tech in Engineering and 'MBA/ Post Graduate in Management' (Vide clause 3.3.1) with 12 years of work experience with domain knowledge on management of Rail/ Road / Mining projects

03	Senior Professional (Railway)	<p>The professional must be either, B.E./B.Tech in Civil/ Mechanical Engineering and MBA/ 'Post Graduate in Management' (Vide clause 3.3.1) with 05 years of work experience or B.E./ B.Tech in Civil/ Mechanical Engineering with 8 years of work experience.</p> <p>Work experience shall mean relevant experience in the field of Railway Projects.</p>
04	Senior Professional (Road)	<p>The professional must be either, B.E./ B.Tech in Civil Engineering and 'MBA/ Post Graduate in Management' (Vide clause 3.3.1) with 05 years of work experience, or, B.E/ B.Tech in Civil Engineering with 8 years of work experience.</p> <p>Work experience shall mean relevant experience in the field of Road Projects.</p>
05	Senior Professional (IT)	<p>The professional must be either, B.E./ B.Tech in Computer Science/ IT/ Electronics & Communication and 'MBA/ Post Graduate in Management' (Vide clause 3.3.1) with 05 years of work experience, or, B.E/ B.Tech in Computer Science/ IT/ Electronics & Communication with 8 years of work experience .</p> <p>Work experience shall mean relevant experience in the field of IT Projects.</p>
06	Senior Professional (Mining)	<p>The professional must be either, B.E./ B.Tech in Mining/ Mining Machinery/Mechanical/ Civil/ Mineral Engineering and 'MBA/ Post Graduate in Management' (vide Clause 3.3.1) with 05 years of work experience, or, B.E/ B.Tech in Mining/ Mining Machinery/ Mechanical/ Civil/ Mineral Engineering with 8 years of work experience .</p> <p>Work experience shall mean relevant experience in the field of Slurry Pipeline/ Conveyor System Project.</p>

3.3.1 Following qualifications shall also be considered equivalent to MBA/ Post Graduate in Management as mentioned in Clause No. 3.3 of Special Conditions of Contract.

- i. PGP
 - ii. PGDM
 - iii. PGDBM
 - iv. M. Tech (Construction Management)
 - v. Any other post graduate qualification such as Supply Chain/Logistic Management as may be considered appropriate by OMC for this assignment
- a) OMC's decision regarding relevant educational qualification shall be final.
 - b) At least two CVs for Expert/Team Leader/Senior professionals shall be submitted in Techno-commercial Bid. The number of years of work experience shall be considered as on the date of submission of Bid.

3.4. Conditions of deployment of professional (for Phase II)

- i) No member (Team Leader and Senior Professional) of the service provider shall be above the age of 65 years.
- ii) The Service provider, may engage sufficient number of support staff as necessary besides the Professionals who will assist in data collection, analysis, report preparation, etc. at its own cost.
- iii) No Government or Semi-Government employee shall be deployed by the service provider.
- iv) For substitution of Professionals (Team Leader & Senior Professionals) during the entire duration of the Contract shall be made as defined at clause No. 3.3 under 'Special Conditions of Contract' of this Tender document and approval of the concerned Nodal Officer.
- v) The Service provider shall ensure timely deployment of its Team Leader and Senior Professionals to OMC, Bhubaneswar Head Office who will execute assignments as detailed in the Scope of Work as mentioned.
- vi) The Service provider shall be responsible for disbursement of salary to its Site Professionals, their travel and accommodation, establishment expenses for their office at OMC Bhubaneswar and all the statutory payments relating to the professionals deployed for this assignment.

3.5. Replacement of Professionals

- i) The professionals to be deployed under this contract must be dedicated in nature. However, OMC reserves the right to request the Service Provider to replace the assigned personnel if they are not performing to a level of satisfaction.
- ii) After written notification, the Service Provider will provide CV of appropriate candidates within Fifteen (15) days for review and approval. The Service Provider must replace the personnel within Thirty (30) days from the date of approval of replacement. If one or more professional become unavailable / leave the project for any reason midway under the contract, the Service Provider must notify OMC at least thirty (30) days in advance, and obtain the approval prior to making any substitution.
- iii) In notifying OMC, the Service Provider shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement professional in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement professional by OMC shall not relieve the Service Provider from responsibility for failure to meet the requirements of the contract.

3.6. Obligations of OMC:

- i) OMC shall provide all necessary infrastructure (Office) support, as may be required from time to time for the personnel deployed by the service provider. The service provider shall provide an initial list of such support to OMC, to which OMC shall immediately arrange for the service provider's project team. The service provider may seek additional support from time to time, for which support may also be extended by OMC.

- ii) OMC shall furnish all requisite data, information, documents and drawing as required by the service provider to carry out their scope of work.
- iii) During phase II of this assignment, all conveyance (both inside & outside Odisha) relating to execution of the Contract shall be to the account of OMC. The approval for Travel cost booking/ reimbursement may be taken from concerned nodal officer. However, lodging & boarding at these places shall be in the scope of Service Provider.

4. Contract period

4.1. The Agreement shall be executed in two phases and the duration for each phase is as given below:

4.1.1. Phase I: The successful bidder shall commence the work from the date of signing of Agreement and draft report complete in all respects shall be submitted for approval within 6 months from the date of commencement.

4.1.2. Phase II: The successful bidder shall commence the work from the date of go-ahead from OMC and shall complete the respective work in relevant field (Field means: Railway, Road, IT and Mining) within 36 Months from the date commencement.

- 4.2. If required, the phase II of the contract may be extended beyond 36 months but maximum upto 24 months with same terms and conditions of the contract at a time or in phases.
- 4.3. For Phase II, agreement will be issued for 36 months and Contract will be issued for yearly basis.
- 4.4. OMC management reserves the right to undertake evaluation of the progress of work at any point of the contract period.
- 4.5. 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.

5. **Price Escalation:** The price for both Phase I & Phase II shall remain fixed during the entire Contract period. However, if there is any extension in Phase II of work w.r.t. clause no. 4.2 of 'Special Conditions of Contract' beyond 36 months, price escalation shall be provided @2% over the previous applicable rates for every 06 (Six) months or part there of extension in the Contract Period.

6. **Secrecy:** The Service Provider shall maintain strict confidentiality of all documents and information made available by OMC to the Service Provider, in respect of the execution of this assignment/ agreement.

7. **Payment terms:** Payment will be released for both the phases separately referring to below terms:

7.1. Payment Term for Phase I:

Sl. No.	Description	Payment %age
---------	-------------	--------------

1	Mobilization advance against submission of Bank Guarantee (BG) for an equivalent amount as per OMC format valid till acceptance of final reports	20%
2	Submission of complete draft reports	60%
3	Against submission and acceptance of final reports	20%

7.2. Payment Term for Phase II: Payment towards engagement of professional as per scope of work:

7.2.1. In consideration of its services, the agreement will be issued for 36 months and the Contracts will be issued on yearly basis.

7.2.2. Based on the yearly Contract, they payment will be split in 2 parts:

7.2.2.1. 6% of the yearly Contract Value (excluding Expert) shall be released on monthly basis towards the manpower against submission of tax invoice which shall be duly approved by nodal officer, OMC. This payment shall be released against actual engagement of manpower.

7.2.2.2. 7% of the yearly Contract value (excluding Expert) shall be released on quarterly basis based on the quarterly review and approval of project progress report by Project Management committee.

7.2.2.3. Payment of Experts shall be done on actual engagement on monthly basis.

Additional Notes:

- i) Monthly payment shall be made against the attendance of professionals on a monthly basis.
- ii) OMC at its sole discretion may require additional senior professionals/ Experts which shall be deployed at the same rate and terms and conditions. This deployment shall be over and above the annual contract value.
- iii) Agency shall submit the invoice to Nodal officer OMC. The payment shall be released at Head Office of OMC, Bhubaneswar.
- iv) All the payments shall be released within 30 days of submission of tax invoice.

8. Taxes & Duties

8.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate

Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.

C) Obligations relating to Goods and Services Tax (GST)

- i) The Service Provider should have registration under GST Acts
- ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
- iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonized System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorized representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A 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.

8.2. 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.

9. Liquidated Damages (LD)

- 9.1. LD on delay and unavailability of man-power during phase II: In case of delay in man-power deployment beyond the required schedule or there will be unavailability of man-power during the execution of the work, LD will be applicable at per man-day charges as applicable in different categories. This deduction will be done from both monthly and quarterly bills based on the payment term defined against clause no. 7.2 of 'Special Conditions of Contract'.
- 9.2. If the Service Provider fails to deliver the services within the contract period and any extension thereof for both the phases, 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.
- 9.3. In case of delay in delivery of services, the LD shall be imposed @0.5% of the contract value per week or part thereof of delay in services subject to maximum of 10% of the annual contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- 9.4. OMC will consider substitution of the Team Leader/ Senior Professional only in extraordinary/ unavoidable circumstances (including resignation from the service provider, poor health condition, family constraints, death and or any other unavoidable situation), otherwise there shall be a penal deduction @ twice that of man-day rate of respective professional shall be made in each instance.
- 9.5. OMC shall have full liberty to realize the LD through the following ways:
 - A) Appropriation of the Performance Security; OR
 - B) Reduction of the invoice/document value and release of the payment accordingly

9.6. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

9.7. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

10. Designated nodal officer and key contacts of OMC

User:

Name: Sri L. K Prusty

Email: lkprusty@odishamining.in

Designation: CGM(Mech), Project

Contact No. 8249103497

Contract Management Cell (CMC)

Name: Diptimayee S Dash

Email: Diptimayee.Dash@odishamining.in

Designation: Manager C&P

Contact No. 7003991626

11. Limitation of Liability

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

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

12.1. 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 and as may be updated by OMC from time to time.

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

The price shall be submitted for both the phases separately as per details given below:

Sl. No	Item Description	Total Quantity (A)	Units	Basic Rate per unit excluding GST (in INR) (B)	Total Amount Without Taxes (in INR) (AXB)
1	Price for Phase I (refer to clause no. 3.1 of SCC)	1	LS		This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender.
2	Price for Phase II (refer to clause no. 3.2 of SCC)				
2.01	Expert	300	Man-Day		This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender.
2.02	Team Leader- 1 No.	36	Man-month		
2.03	Senior Professional - 4 Nos.	144	Man-month		
Total cost for Phase II (in INR)					
Total cost for both Phase I & Phase II (in INR)					

Total cost for both Phase I & Phase II in Words: Rupees---

Note:

- For Phase I: Cost breakup of the Total Amount without taxes to be provided towards justification in pdf format duly signed & stamped as per Annexure 16 in financial packet.
- The L1 bidder will be considered on total cost for both Phase I & II.

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	Experience of the bidder-Annexure 11		
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

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:

- (ii) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (iii) 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

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

B. Information regarding Social Accountability

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

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

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

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

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

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

- How many shift you have? _____ shifts
- Which day is off day in your organization? _____
- In case, a person works in off day or holiday, how he / she is compensated?

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

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

Declaration:

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

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

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

(Signature)

Name of the person: _____

Designation: _____

Date _____/_____/_____

Seal of the organization

Annexure 10: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Techno-Commercial Bid. In this Section, Bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, the Bidder should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A) Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B) Description of Approach and Methodology:

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- Any other issues

C) Methodology to be adopted

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- Detail research design including sample design and estimation procedure.
- Field Process Protocol control
- Suggestive tools for data collection.
- Analysis of field data and preparation of reports
- Any other issues

D) Staffing and Study Management Plan:

The Bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Staff members responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure 11: Summary of the project/assignment undertaken by the Bidder

Assignment Name:	Country:
Location within Country:	Site Professional Provided by Your Firm/Entity (Profiles):
Name of Firm/Entity:	No. of Site professionals:
Address:	No. of Site Professionals-Months: Duration of Assignment:
Start Date Completion Date (Month / Year) (Month / Year)	Value of Services (in Indian Rupee):
Name of Associated Consultants, If Any:	No. of Months of Professions; Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services * Provided by Your Site Professionals:	

* (Completion Certificate from Employer regarding experience should be furnished)

Firm's Name: Signature of Authorized Signatory

Annexure 12: Format for submitting Pre-bid Queries

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

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

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

Annexure 13: Team Composition, Task Assignments

Sl.No	Name of the Key Professional	Educational Qualification	Area of Expertise	Years of Experience	Position Assigned	CV Details with Signature
1						
2						
3						

Annexure 14: Format for Submission of Curriculum Vitae (CV)

*Color passport
size photograph
of the
professional*

<Name of the professional>

Summary:			
<Summary of the experience, qualifications and other credentials of the professional>			
1. Proposed Position:			
2. Name of Firm:			
3. Name of Professional:			
4. Date of Birth:		Citizenship:	
5. Education:			
College/ University Attended	Degree/ Certificate	Date Obtained	
1. Membership of Professional Associations:			
7. Other Training:			
8. Languages:			
9. Employment Record:			
From (Year)	To (Year)	Employer	Positions held

10. List all task to be performed under this project and corresponding experience of the professional:	
Task Assigned	Experience
11. Certification:	
<p>I. I, the undersigned, certify to the best of my knowledge and belief that:</p> <p>II. This CV correctly describes my qualifications and my experience.</p> <p>III. I am not currently employed by OMC.</p> <p>IV. In the absence of medical incapacity, I will undertake this assignment for the duration provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.</p> <p>V. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project</p> <p>VI. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.</p> <p>VII. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>	
Date:	
To be signed by both the professional as well the authorized signatory of the Bidder	

Annexure 15: Bidder's Organization Details

[Provide here a brief (max. 10 pages) description of the background and organization of the Bidder]

Sl. No.	Description	Full Details
1.	Name of the Bidder:	
2.	Address for communication: Tel : Fax: Email id :	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4.	Registration / Incorporation Details Registration No: Date & Year. :	
5.	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6.	Tender Paper Cost Details	
7.	EMD Details	
8.	PAN	
9.	GSTIN	
10.	Annual Turnover in last three years FY [●], FY [●], FY [●]: Average Annual Turnover for above three Financial Years: (Audited Statements to be enclosed)	
11.	Audited Net worth of Agency as on [●] (Positive/ Negative):	
12.	Experience in Similar Assignment: <ul style="list-style-type: none"> • Number of years: • Total assignments: • Assignment completed in last [●] years: • Similar Assignments in last [●] years: 	
13.	Any Award or Felicitation received by your Agency:	
14.	Any Other Relevant Details:	

Annexure 16: Cost Break-Up format for Phase I

Sl. No.	Description	Basic Unit Rate (in INR)	GST (in INR)	Total Amount (in INR)
1				
2				
3				
4				
5				

Annexure 17: Declaration on compliance to Provisions of Labour Laws
(to be executed on INR 10 non-judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that in case our Company/ firm _____ is declared as successful bidder, we shall comply provisions of various applicable labour laws as applicable in India and Odisha but not limited to the following enactments and other enactments as applicable for such contracts.

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.
- Minimum Wages act 1948,
- Employees State Insurance Act 1948,
- Employees Provident Fund Act 1952 and
- Workmen's Compensation Act 1923
- Payment of Bonus Act 1963

Further, we declare that

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 18: Rate of GST

Format for submitting Rate of GST

To be uploaded in the Financial packet .

#	Description	SAC Code	Rate of GST in %
1.01	Phase I (refer to clause no. 3.1 of SCC)		This GST format is sample only. The rate of GST in Percentage to be quoted as format available in e-procurement portal against this tender.
2	Phase II (refer to clause no. 3.2 of SCC)		
2.01	Expert		
2.02	Team Leader - 1 No.		
2.03	Senior Professional - 4 Nos.		

Signature of the Bidder with seal