



THE ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

Notice Inviting Tender
for
Procurement of Services for setting up
Analytical Laboratory for Core Sample
Preparation and Analysis of Chemical
Constituents under OMC-SKP
Underground Project
(through e-tendering)

NIT No: OMC/E-PROC/CMC/12/2020 dated 23-Jul-2020

Notice Inviting Tender for Procurement of Services for setting up Analytical Laboratory for Core Sample Preparation and Analysis of Chemical Constituents under OMC-SKP Underground Project

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CORRIGENDUM

Dated: 10.08.2020

E-procurement notice

NIT No.: OMC/E-PROC/CMC/12/2020 dated 23-Jul-2020

In continuation to the NIT No. OMC/E-PROC/CMC/12/2020 dated 23.07.2020, the tender schedule is revised as detailed below based on pre-bid meeting held on 05.08.2020.

1	Name of work	Procurement of Services - Analytical Laboratory for core sample preparation and chemical analysis of chemical constituents under OMC-SKP Underground Project (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 24-Jul-2020; Time: 1:00 PM
3	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 10-Aug-2020
4	Bid Due Date	Date: 18-Aug-2020; Time: 5:00 PM
5	Opening of Techno-Commercial Bid	Date: 19-Aug-2020; Time: 11:00 AM
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders
7	Tender Document Cost (non-refundable) including GST	Amount: INR 5900 (Rupees Five Thousand Nine Hundred only) including 18% GST. Payable online on the e-tender portal of Government of Odisha (www.tenderodisha.gov.in)
8	Earnest Money Deposit (EMD)	Amount: INR 2,00,000 (Rupees Two Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tenderodisha.gov.in)

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

Sd/-

Chief General Manager (Mat)

The Odisha Mining Corporation Ltd.



(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377509, 2377488

Notice Inviting Tender for Procurement of Services for setting up Analytical Laboratory for Core Sample Preparation and Analysis of Chemical Constituents under OMC-SKP Underground Project

Advertisement

 	THE ODISHA MINING CORPORATION LIMITED A GOLD CATEGORY STATE PSU) (A Government of Odisha Undertaking) OMC HOUSE, BHUBANESWAR- 751 001, ODISHA									
Notice Inviting Tender										
NIT No: OMC/E-PROC/CMC/12/2020	dated 23-Jul-2020									
<p>The Odisha Mining Corporation Limited invites e-tenders from reputed service providers for providing the following services.</p>										
<table border="1"> <thead> <tr> <th align="center">Sl. No.</th> <th align="center">Name/ type of service Brief description</th> <th align="center">Contract period</th> <th align="center">Location for providing the services</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td> a. Preparation of samples from the drill cores: 1600 nos. ± 20%. The agency has to set up a sample preparation facility in the given area/ open space to be provided by OMC within a period of 45 days (OMC shall ensure electricity and water connectivity to the area) Necessary modifications are to be done by the agency to set up the Lab. b. Sample analysis for Cr₂O₃, Fe (Total), Al₂O₃, SiO₂, MgO, Lol: 2000 nos. ± 20%. c. Sample analysis for Co, Ni, S & P: 200 nos. ± 20%. d. Dry Bulk Density measurement from drill cores: 400 nos. ± 20%. </td> <td align="center"> 12 Months (1 Year) </td> <td align="center"> Chirigunia Prospecting Camp, South Kaliapani </td> </tr> </tbody> </table>	Sl. No.	Name/ type of service Brief description	Contract period	Location for providing the services	1	a. Preparation of samples from the drill cores: 1600 nos. ± 20%. The agency has to set up a sample preparation facility in the given area/ open space to be provided by OMC within a period of 45 days (OMC shall ensure electricity and water connectivity to the area) Necessary modifications are to be done by the agency to set up the Lab. b. Sample analysis for Cr ₂ O ₃ , Fe (Total), Al ₂ O ₃ , SiO ₂ , MgO, Lol: 2000 nos. ± 20%. c. Sample analysis for Co, Ni, S & P: 200 nos. ± 20%. d. Dry Bulk Density measurement from drill cores: 400 nos. ± 20%.	12 Months (1 Year)	Chirigunia Prospecting Camp, South Kaliapani	<p>Availability of Tender Document: On the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMC (www.omcltd.in) from [•]</p> <p>Tender Document Cost (including GST): INR 5900; Payable online on the e-tender portal of Government of Odisha</p> <p>Earnest Money Deposit: INR 2,00,000; Payable online on the e-tender portal of Government of Odisha</p> <p>Bid Due Date: Date: 18-Aug-2020; Time: 5:00 PM</p> <p>Opening of Techno-Commercial Bid: Date: 19-Aug-2020; Time: 11:00 AM</p> <p>Opening of Price Bid: To be informed to the Technically Qualified Bidders</p> <p>Nodal officer: Sri S.K. Nayak, DGM(Geo), Sri D. Manoharan, DGM (Geo)</p> <p>Email: sknayak@odishamining.in, dmanoharan@odishamining.in</p> <p>Phone No.: +91-7325917595, +91-9438021255</p>	
Sl. No.	Name/ type of service Brief description	Contract period	Location for providing the services							
1	a. Preparation of samples from the drill cores: 1600 nos. ± 20%. The agency has to set up a sample preparation facility in the given area/ open space to be provided by OMC within a period of 45 days (OMC shall ensure electricity and water connectivity to the area) Necessary modifications are to be done by the agency to set up the Lab. b. Sample analysis for Cr ₂ O ₃ , Fe (Total), Al ₂ O ₃ , SiO ₂ , MgO, Lol: 2000 nos. ± 20%. c. Sample analysis for Co, Ni, S & P: 200 nos. ± 20%. d. Dry Bulk Density measurement from drill cores: 400 nos. ± 20%.	12 Months (1 Year)	Chirigunia Prospecting Camp, South Kaliapani							

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1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 23-Jul-2020
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 24-Jul-2020; Time: 1:00 PM
3	Last date for sending queries to OMC	Date: 30-Jul-2020; Time: 5:00 PM; queries may be sent by email to sknayak@odishamining.in , dmanoharan@odishamining.in
4	Pre-bid meeting	Date: 05-Aug-2020; Time: 11:30 AM; Venue: OMC Head Office (to be held via Video Conferencing)
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 10-Aug-2020
6	Bid Due Date	Date: 18-Aug-2020; Time: 5:00 PM
7	Opening of Techno-Commercial Bid	Date: 19-Aug-2020; Time: 11:00 AM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders

Notice Inviting Tender for Procurement of Services for setting up Analytical Laboratory for Core Sample Preparation and Analysis of Chemical Constituents under OMC-SKP Underground Project

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Procurement of Services – Analytical Laboratory for core sample preparation and chemical analysis of chemical constituents under OMC-SKP Underground Project (through e-tendering)
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Document Cost (non-refundable) including GST	INR 5900 (Rupees Five Thousand Nine Hundred only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	INR 2,00,000 (Rupees Two 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	Name: Sri S K Nayak, DGM(Geo), Sri D. Manoharan, DGM (Geo) Phone No.: +91-7325917595, +91-9438021255 e-Mail: sknayak@odishamining.in , dmanoharan@odishamining.in
9	e-Mail address for submitting Pre-Bid queries	sknayak@odishamining.in dmanoharan@odishamining.in
10	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
11	NIT No.	OMC/E-PROC/CMC/12/2020 dated 23-Jul-2020

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT 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 NIT 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 NIT. The assumptions, assessments, statements and information contained in the NIT 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 NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT 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 NIT, or any matter deemed to form part of this NIT, 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 NIT. 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 NIT.
- 3.6 The Bidder should confirm that the NIT 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 OMC immediately at the following address:

Notice Inviting Tender for Procurement of Services for setting up Analytical Laboratory for Core Sample Preparation and Analysis of Chemical Constituents under OMC-SKP Underground Project

- Chief General Manager (Mat)
 - The Odisha Mining Corporation Limited
 - (A Govt. of Odisha Undertaking)
 - OMC House
 - Bhubaneswar 751 001
 - Odisha, India
 - Phone No.: 0674-2377430
 - Fax No.: 0674-2392662
 - E-Mail: rkdash@odishamining.in
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This NIT 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 NIT 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 NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT 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 NIT 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 NIT.

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- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT 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 NIT 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 NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

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4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantities
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
LOI	Letter of Intent
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	The Odisha Mining Corporation
PAN	Permanent Account Number
PO	Purchase Order
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
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 NIT, 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” shall be a (i) single corporate entity, incorporated under the (Indian) Companies Act, 1913 or 1956 or 2013, in existence at least four (4) years prior to the date of advertisement of this NIT,
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in Chapter 7, Chapter 8 and Chapter 9 of the NIT and the NIT 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 Intent (LOI)” means the written official intimation by OMC notifying the L1 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;

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- 5.13 “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide NIT No. OMC/E-PROC/CMC/12/2020 dated 23.07.2020 for Procurement of Services – Analytical Laboratory for core sample preparation and chemical analysis of chemical constituents under OMC-SKP Underground Project and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by OMC subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “OMC” means The Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.15 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.19 “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 NIT and is qualified for opening of its Price Bid;
- 5.20 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.21 “Tender Document Cost” shall have the meaning as set forth in Clause 8.6;
- 5.22 “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 NIT. 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 failing that in General Clauses Act, 1897.

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Rules of Construction

- A reference to this Bid Document includes all Sections, Clauses, Annexure, Schedules, Attachment or paragraph of this document.
- Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.
- The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
- Any reference to “person” shall include companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
- A reference to any gender includes the other gender.
- A reference to any legislation or legislative provision includes any statutory modification or re- enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.
- The metric system of measurement shall be used for the purpose of submitting this offer.
- Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, and Schedule, Attachment or paragraph of this document.
- A reference to Rs, INR or Rupees is to the lawful currency of Republic of India unless specified otherwise.
- A reference to an agreement, deed, instrument or other document include the same as amended, supplemented, varied or replaced from time to time.
- The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
- The expression "writing" or "written" shall include communications by electronic mail and letter.
- The expression “day” shall refer to a calendar day. In case the last date of any activity specified in this bid document falls on a non- working day, the next working day or any other day so as notified by OMC, shall be considered as the last date for such activity.
- The requirement of consent of OMC wherever appearing in the Bid Document shall always mean the prior written consent of OMC

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6. Scope of Services

6.1 The selected service provider shall provide the following services to OMC as per the below mentioned timeframe:

Sl. No.	Name/ type of services Brief description	Contract period	Location for providing the services
1	<p>a. Preparation of samples from the drill cores: 1600 nos. \pm 20%. The agency has to set up a sample preparation facility in the given area/ open space to be provided by OMC within a period of 45 days (OMC shall ensure electricity and water connectivity to the area) Necessary modifications are to be done by the agency to set up the Lab.</p> <p>b. Sample analysis for Cr₂O₃, Fe (Total), Al₂O₃, SiO₂, MgO, Lol: 2000 nos. \pm 20%.</p> <p>c. Sample analysis for Co, Ni, S & P 200 nos. \pm 20%.</p> <p>d. Dry Bulk Density measurement from drill cores: 400 nos. \pm 20%.</p>	12 Months (1 Year)	Chirigunia Prospecting Camp, South Kaliapani

6.2 The detailed scope and specifications of the services to be provided, along with the contract period, payment terms, etc. is given in Special Conditions of Contract as enclosed in **Annexure 2**.

6.3 The "General Conditions of Contract" as enclosed in the tender at Annexure 1 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

7.1 Technical Criteria

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

7.1.1 Technical Criteria Experience:

The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:

- i) Three similar completed Services of value not less than Rs 40 Lakh each
OR
- ii) Two similar completed Services of value not less than Rs 50 Lakh each
OR
- iii) Single similar completed Service of value not less than Rs 80 Lakh.

Note

- a. "Similar completed Services" shall mean the Bidder should have successfully installed Laboratory for core sample preparation and chemical analysis of chemical constituents for Rocks and Minerals.
- b. The Bidder shall submit self-attested copies of
 - i. Relevant contracts and Work Orders containing the scope of services, the value of the contract or Work Order; and
 - ii. Completion certificate from their clients, regarding successful completion of the services.
- c. The last 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY2014-15, FY2015-16 FY2016-17, FY2017-18 and FY 2018-19).
- d. The value of the contracts or Work Orders to be considered shall be exclusive of all taxes and duties.
- e. The word delivered means that the Bidder should have completed the scope of services in the technical capacity above, even if the total contract or Work Order

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is not completed/ closed. However, Bidder should have completed the entire range of services as specified in the NIT, even if the total Contract is not completed/closed.

7.1.2 The Bidder ought to have valid **NABL** (National Accreditation Board for Testing & Calibration Laboratories) accreditation for chemical testing of followings.

- a. Cr₂O₃
- b. Al₂O₃
- c. Total Fe
- d. SiO₂
- e. MgO
- f. Loss of ignition (LoI)
- g. Cobalt (Co)
- h. Nickel (Ni)
- i. Sulphur (S)
- j. Phosphorus (P)

7.1.4 The bidder must have worked in the field of sample preparation and chemical analysis of different elements of minerals and rocks during last five years.

(Self-attested copies of Relevant contracts and Work Orders containing the scope of services, the value of the contract or Work Order; and Completion certificate from their clients, regarding successful completion of the services)

7.2 Financial Criteria:

The average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 crore.

The net worth of the Bidder in each of the last 3 (three) financial years shall be at least ₹ 25 Lakh as per audited balance sheet.

Note

The last 3 (three) financial years refer to FY 2018-19, FY 2017-18 and FY 2016-17.

The Bidder shall submit copies of audited financial statements (consisting of (i) balance sheet, (ii) profit & losses instatement and (iii) cash flow instatement) of the last 3 (three) financial years.

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7.3 Other criteria:

7.3.1 Bidding entity:

- 7.3.1.1 The Bidder should be a company as defined in Section 2 (20) of the Companies Act, 2013 (Private or Public)
- 7.3.1.2 Bidding in the form of a consortium is **NOT** allowed.

7.3.2 Valid registration:

- 7.3.2.1 The Bidder should be registered on the e-procurement portal of the Government of Odisha.

7.3.3 Tax related:

- 7.3.3.1 The Bidder should have valid PAN and GSTIN registration and documents in support of the same should be submitted by a Bidder as part of its Techno-Commercial Bid.
- 7.3.3.2 The Company shall have a valid PAN and GSTIN registration of its own and not in favour of any Director including Managing Director or other principal officers in case of a Company.
- 7.3.4 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. The Bidder shall submit an Affidavit to this effect, as per the format given in **Annexure 4**.

- 7.3.5 The Bidder should have its own valid EPF Code number.
(EPF challan and ESIC registration document shall be submitted)

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration should be in the name of the Bidder, whereas the DSC holder should 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 Document Cost shall have to be paid at the time of bid submission.
- 8.3 Additional Information on 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 should 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 NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid should be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 **Tender Document Cost**
The Bidder shall pay to OMC a non-refundable amount ("Tender Document Cost"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet.
- 8.7 **Earnest Money Deposit (EMD)**
- 8.7.1 Bidders as part of their Techno-Commercial Bid 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.tenderodisha.gov.in).

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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 State 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.

8.7.5 The EMD of the L1 Bidder shall be returned upon the L1 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 in case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the L1 Bidder fails to acknowledge and return to OMC a signed copy of the LOI or Agreement within the timeframe allowed by OMC;
- iii) if the L1 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 is otherwise in breach of the terms of this NIT;
- vi) in case the L1 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.

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- 8.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for **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. A Bidder may refuse the request of OMC to extend their bid, without forfeiting its EMD and 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 OMC; 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 revealed.
- 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, 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 a reasonable amount 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 by amending this NIT.
- 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 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 provided 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

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OMC shall not be liable for any omission, 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 NIT, 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. 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 consists 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 should contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) 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.
 - ii) Documents Supporting Bidder's experience
 - a. Documents towards fulfilment of Technical and Financial Criteria. Please refer to Clause 7.1 and Clause 7.2 for further detail

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- iii) Proof of payment of Tender Document Cost; Please refer to Clause 8.6 for further details.
- iv) Proof of payment of EMD; Please refer to Clause 8.7 for further details.
- v) Incorporation related documents (Refer Clause 7.3.1):
 - a. The following documents shall be submitted
 - i) Copy of Certificate of Incorporation
 - ii) Copy of Memorandum of Association
 - iii) Copy of Articles of Association
- vi) Tax related documents:
 - a. Copy of PAN
 - b. Copy of GST registration certificate
- vii) Affidavit as per the format given in Annexure 4
- viii) Techno-Commercial Bid checklist as per Annexure 5
- ix) Bank details as per Annexure 7
- x) Copy of NABL accreditation as per Clause 7.1.2
- xi) Undertaking in respect to Clauses 7.1.4
- xii) Copy of EPF registration document showing EPF code number of the Bidder

8.15.2 **Price Bid:** The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in Indian Rupees (INR) only. The Price Bid shall contain both the total price as well the unit price as per the price bid format in **Annexure 6A** and in case of any discrepancy between the two, the unit price shall prevail.

(For purpose of clarity, the “BASIC RATE In Figures To be entered by the Bidder” as per Col # 6 of the Price Bid format (Annexure 6A), shall mean the unit price)

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

8.15.4 In the BOQ, the basic price per each without GST should be quoted but the rate of GST should be mentioned against each item as per **Annexure 6B** and submitted separately as part of the Techno-Commercial Bid.

8.16 Material deviation

8.16.1 Material deviations in the bids received shall include, inter alia, the following:

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- 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 bids submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise 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, 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 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

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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, conditionality 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 their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal. The Bidders shall be allowed a time period of 10 (ten) days for uploading/ submitting the requisite shortfall documents. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.
- 8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.
- 8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by OMC, the list of technically qualified Bidders shall be prepared.

8.20 Opening and Evaluation of Price Bids

- 8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders; 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 **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

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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 L1 Bidder and the lowest revised Price Bid received by OMC during such action 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 L1 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 L1 Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

- 8.21 **L1 Bidder:** Based on the comparative statement of the Price Bids (or revised Price Bids, as the case may be), the L1 Bidder shall be determined by OMC and issued the LOI. OMC reserves the right to negotiate the price with the L1 Bidder before issue of the LOI. The L1 Bidder shall have to acknowledge and accept the LOI by returning a signed copy of the LOI within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LOI may be cancelled and EMD of the L1 Bidder forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid (or the revised Price Bid, as the case may be) and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LOI to such Bidder and proceed with such Bidder in terms of this Clause 8.21.
- 8.22 **Signing of Agreement:** Within 15 (Fifteen) days of receipt of the signed copy of the LOI, along with the Performance Security, the Agreement shall be signed by the L1 Bidder, failing which the Performance Security shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid (or the revised Price Bid, as the case may be) and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LOI to such Bidder and proceed with such Bidder in terms of Clause 8.21. The pro-forma of the Agreement is provided in Annexure 9 hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the L1 Bidder.
- 8.23 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The L1 Bidder shall submit the Performance Security upon issue of LOI within a period of 15 (fifteen) days. Performance Security shall be 10% of the Contract Value (excluding taxes) in the form of a **Bank Guarantee** from any

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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 bank at Bhubaneswar.

The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders who have paid the Tender Document Cost, on producing the proof of such payment 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 The date of the site visit is provided in the Schedule for the Tender. Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

9.2 Pre-bid meeting:

A pre-bid meeting shall be organized by OMC; the venue, 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 (sknayak@odishamining.in), along with the names of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. This is required to ensure that OMC can make adequate arrangement for hosting the Pre-bid meeting, depending upon the total number of attendees. However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

9.3 Preference to Local Micro & Small Enterprise (MSE) Bidders:

- 9.3.1 Definition
 - 9.3.1.1 “**Micro, Small & Medium Enterprise (MSME)**” shall mean an Industrial Unit / Enterprise as defined by the Government of India in Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 amended from time to time;

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9.3.1.2 “Local Micro & Small Enterprise (MSE)” Bidders shall mean Micro & Small Enterprise Bidders situated in the state of Odisha and registered with respective District Industries Centres (DICs), Khadi, Village, Cottage & Handicraft Industries, Odisha Small Industries Corporation (OSIC) and National Small Industries Corporation (NSIC).

9.3.2 Tender Document Cost:

Local MSE Bidders shall be exempted from paying Tender Document Cost

9.3.3 EMD exemption:

Local MSE Bidders are exempted from submission of EMD; such Bidders should submit a copy of their latest and current valid registration certificate as part of the Techno-Commercial Bid as well as relevant documentary evidence regarding their exemption from submission of EMD.

9.3.4 Price preference:

Local MSE Bidders shall be entitled to a price preference of 10% (ten per cent) vis-à-vis other Bidders. In case any local micro & small enterprise Bidder(s) have submitted their bids and are also technically qualified Bidder(s), their Price Bid shall be brought down by 10% (ten percent) for the purpose of price comparison for determining the L1 Bidder in terms of Clause 8.20.3. However, the L1 price shall be the lowest Price Bid received by OMC before application of any price preference.

Illustration

Let the Price Bids which have been received by OMC from technically qualified Bidders be as follows:

Sl. No.	Name of Bidder	Type of Bidder	Price Bid (INR)	Price preference	Adjusted price bid (INR)	Ranking
(1)	(2)	(3)	(4)	(5)	(6) = (4) X [1-(5)]	(7)
1	A	Local MSE	105.00	10%	94.50	L2
2	B	Other	100.00	0%	100.00	L3
3	C	Local MSE	102.00	10%	91.80	L1

Thus on the basis of the above, the L1 Bidder shall be Bidder C (a local MSE Bidder) and the L1 price shall be INR 100.00.

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In case the local MSE Bidders have ISO or ISI certification for their products, they will get an additional price preference of 3% (three per cent), or a total price preference of 13% (thirteen per cent) for the purpose of determining the L1 Bidder in terms of Clause 9.3.4.

9.3.5 Price Preference during Tie-Bidding

In case of Tie-Bidding (Refer Clause 8.20.2), if any of the Tie Bidders is a local MSE Bidder, then the price preference shall also be similarly applicable similar to Clause 9.3.4) during the auction for evaluation of the revised Price Bids.

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Illustration

Let the Price Bids which have been received by OMC from technically qualified Bidders be as follows:

Sl. No.	Name of Bidder	Type of Bidder	Price Bid (INR)	Price preference	Adjusted price bid (INR)	Ranking
(1)	(2)	(3)	(4)	(5)	(6) = (4) X [1-(5)]	(7)
1	A	Local MSE	100.00	10%	90.00	Tied at L1
2	B	Other	90.00	0%	90.00	Tied at L1
3	C	Other	95.00	10%	95.00	L3

Let the revised Price Bids which have been received by OMC from the Tie Bidders (i.e. **Bidder A** and **Bidder B**) during the subsequent auction be as follows:

Sl. No.	Name of Tie Bidder	Type of Bidder	Revised Price Bid (INR)	Price preference	Adjusted price bid (INR)	Ranking
(1)	(2)	(3)	(4)	(5)	(6) = (4) X [1-(5)]	(7)
1	A	Local MSE	94.00	10%	84.60	L1
2	B	Other	85.00	0%	85.00	L2

Thus based on the above auction, the L1 Bidder shall be Bidder A and the L1 price shall be INR 85.00.

9.3.6 Performance Security:

9.3.7 In case the L1 Bidder is a local MSE, the amount of Performance Security to be furnished shall be 25% (twenty five percent) of the amount indicated in the Data Sheet.

9.4 Corrupt or Fraudulent Practices

9.4.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, OMC may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the Bidding Process.

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- 9.4.2 Without prejudice to the rights of OMC under Clause 9.4.1 herein above, if a Bidder is found by OMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a Bidder shall not be eligible to participate in any bid or NIT issued by OMC during a period of 2 (two) years from the date such Bidder is found by OMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. OMC shall also take remedial measures against such Bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.
- 9.4.3 For the purposes of this Clause 9.4, the following terms shall have the meaning hereinafter respectively assigned to the
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of OMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Intent or has dealt with matters concerning the PO or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Intent or after the signing of the Purchase Order, as the case may be, any person in respect of any matter relating to the Project or the Letter of Intent or the Purchase Order, who at any time has been or is a legal, financial or technical adviser of OMC in relation to any matter concerning the Project;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by OMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;

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- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
- f) “**collusive bidding**” or “**bid rigging**” means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding

9.4.4 EMD of the Bidder shall be forfeited if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in above mentioned Clause.

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 L1 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 is 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 Document Cost 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 Document Cost and EMD: Tender Document Cost 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

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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) is 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 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item 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 all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by OMC without any further reference to the Bidder.

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- 10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for each item/module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.20. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 10 (ten) days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Document Cost. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

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- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be visible to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.20.2.
- 10.13 Upon approval and completion of the due process of OMC, the L1 Bidder shall be issued the LOI in terms of Clause 8.21. The LOI shall be sent through registered/ speed post to the office address of the L1 Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

10. 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. "Bidder" designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 1.2. "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;
- 1.3. "Country of origin": For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied;
- 1.4. "Drawing" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Service Order / Agreement together with modifications and/or revisions thereto;
- 1.5. "OMC" means The Odisha Mining Corporation Limited, having its registered office at OMC House, P. O. Box No. 34, Bhubaneswar – 751 001, Odisha and shall include its successor and assignees or its representatives;
- 1.6. "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;
- 1.7. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the OMC;
- 1.8. "Service provider" or "Contractor" shall mean the person, 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;
- 1.9. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service Order / Agreement;

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

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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, etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LOI, the service provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the OMC reserves the right to cancel the LOI and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is 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, 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.

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

6. Use of Service Order / Agreement Documents & Information

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

7. Patent Rights, Liability & Compliance of Regulations

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

8. Performance Security

- 8.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 8.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:

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- If the successful Bidder denies to undertake the work after issuance of LOI, or
- If the service provider abandons the work before its completion, or
- If the work performed by the service provider is not as per the Technical specification as agreed by the service provider, or
- On breach of Service Order / Agreement by the service provider, in accordance with the provisions of the Indian Contract Act 1872.

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

8.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for two 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.

9. Delivery & Documents

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 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. The Service provider's request(s) for payment shall be made to the OMC in writing accompanied by an invoice describing, as appropriate, the Goods / Equipment delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Service Order / Agreement.

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

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

- 11.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, the OMC management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Delivery Period

- 12.1. The delivery period shall be as given in Special Conditions of Contract. Extension in delivery period may be considered by OMC under the following circumstances:
 - A) when the work is delayed due to strike of transporter, factory or any such incident linked to the services;
 - B) in case of any natural calamities occurring before the delivery date;
 - C) in case of items where the service provider is dependent on any approval by OMC or any clarification required is not given by OMC in time and delay occurs in approval time;
 - D) any other reason cited by the supplier supported by required documents and if felt genuine by the management of OMC;
- 12.2. It may be noted that any extension of delivery period shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC. Ordinarily extension of time beyond 50% (fifty per cent) of the original delivery period shall not be allowed.

13. Liquidated Damages

- 13.1. If the service provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's

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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.

- 13.2. In case of delay in delivery of the services, the LD shall be calculated as 2% (two per cent) of the value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- 13.3. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 13.4. OMC shall have full liberty to realize the LD through the following ways:
- A) Appropriation of the Performance Security; OR
 - B) Appropriation the of EMD (in case provision of Performance Security does not exist); OR
 - C) Reduction of the invoice/document value (based on the formula mentioned in Clause 19.2) and release of the payment accordingly
- 13.5. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC. If at any time during the Service Order / Agreement, the service provider encounters conditions that may impact the timely performance of services, the service provider shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD on the request of the service provider.

14. Cancellation of Service Order / Agreement

- 14.1. If the service provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 15 days' notice to the service provider. Further it could be terminated if:
- i) There is a force-majeure situation enforceable,
 - ii) Service provider has given false declaration or document including affidavit,
 - iii) Due to conflict of interest between OMC & service provider during the Service Order / Agreement execution,

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- 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 contractor entity 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) Service provider is an individual or a proprietary concern and the individual or the proprietor dies.
- ix) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

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

15. Right to risk for procurement

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 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.

16. Force Majeure

16.1. "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.

Force Majeure Events shall include the following events to the extent they satisfy the above requirements and results in Material Adverse Effect;

- i) Act of God, including, but not limited to lightning, drought, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of statistical measures for the last hundred (100) years;
- ii) Fire caused by reasons not attributable to any Party or its employee or agents;
- iii) Acts of terrorism;
- iv) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of any Party;
- v) Action of any Authority having Material Adverse Effect, including but not limited to:
 - a) Acts of expropriation, compulsory acquisition or takeover by any Authority of the mine facilities or any other part thereof or of the service provider's rights in relation to the works,
 - b) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against any party in any proceedings which is non-collusive and duly prosecuted by the said party, and
 - c) Any unlawful, unauthorized or without jurisdiction refusal to issue, or to renew, or revocation of any applicable permits, for reasons other than a Party's breach or failure in complying with the obligations under this Agreement, Applicable Laws, Applicable Permits, any judgment or order of any Authority, or of any Contract by which the said Party is bound.
- vi) Any events of national emergency or national security;
- vii) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, armed conflict or military actions, civil war, ionizing radiation,

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contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;

- viii) Geological conditions that were not reasonably foreseeable, as a result of which the mining is affected;
- ix) Delay or refusal in renewal/ extension of the Mining Lease by the Government of Odisha or delay or refusal in renewal of environmental clearances by MOEF& CC, Government of India, and such other things as are incidental thereto, in favour of OMC.

16.2. Notice of Force Majeure Event

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, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event;
- b) The estimated Force Majeure period;
- c) The nature of and the extent to which, performance of any its obligations under this Agreement is affected by the Force Majeure Event;
- d) The measures which the Affected party has taken or proposes to take to alleviate/mitigate the impact of Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the parties under this Agreement.

As soon as practicable and in any case within 5 (five) days of notification by the Affected Party in accordance with the aforementioned Clause, the Parties shall, meet, hold discussion in good faith and where necessary, conduct physical inspection / survey of the Site in order to:

- a) Assess the impact of the Force Majeure Event,
- b) To determine the likely duration of Force Majeure period and,
- c) To formulate measures for mitigation of damage and steps to be undertaken by the Parties for resumption of obligations, the performance of which have been affected by the Force Majeure Event.

The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Clause, as also any information, details or document, which the other party may reasonably require.

16.3. Performance of Obligations

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If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this 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 provided that:

- a) Due notice of the Force Majeure Event has been given as specified above;
- b) The extent of non-performance shall not be greater and of no longer duration than is necessitated by the Force Majeure Event;
- c) The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the mine facilities as a result of the Force Majeure Event and to restore the mine facilities, in accordance with the Standard Industry Practice and its relative obligations under the Agreement;
- d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice shall be of no excuse for any delay for resuming such performance;
- e) The Affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement; and
- f) Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Standard Industry Practice.

Save and except as expressly provided in the article above, neither party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to, or arising out of, occurrence or existence of any Force Majeure Event.

16.4. Termination due to Force Majeure Event

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 tender, the parties may mutually decide to terminate the Agreement or continue the Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall, after the expiry of the above said period, be entitled to terminate the Agreement.

16.5. Termination Notice

If the Party, having become entitled to do so, decides to terminate the Service Order / Agreement pursuant to Clause above, it shall issue the Termination Notice setting out:

- a) Details of the Force Majeure Event and the reasons what for it is invoked;

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- b) Termination date which shall be a date occurring not earlier than 2 (two) months from the date of such Termination Notice; and
- c) Any other relevant information.

17. Dispute Resolution

- 17.1. 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 shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar within the period as specified under the Law of Limitation. 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.
- 17.2. 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.

18. Governing Language

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

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19. Notices

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

20. Taxes & Duties

20.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
 - i) The service provider should have registration under GST Acts
 - ii) The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;

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

20.2. 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.

21. Permits & Certificates

21.1. 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.

22. General

22.1. 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.

22.2. The General Conditions of Contract (GCC) shall apply to the extent that they are not superseded by provisions of other parts of the Service Order / Agreement.

22.3. Losses due to non-compliance of Instructions

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

22.4. **Recovery of sums due**

All costs, damages or expenses which the OMC may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by the OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to

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the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to the OMC, on demand, the balance amount.

23. Liability and Indemnity

23.1. 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 contractors, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the 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 contractors, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The service provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the service provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

23.2. 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.

24. Publicity & Advertising

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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.

25. Repeat Order

OMC reserves the right, within 12 (twelve) months of order to place repeat order up to 100% of the original order value without any change in unit price or other terms and conditions.

26. Blacklisting

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

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

27. Insurance

27.1. In case of Services exceeding ₹ 50.00 lakh (excluding taxes) and above or wherever mentioned, specifically in the Special Conditions of Contract, 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

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- 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
- 27.2. Policies and certificates for insurance shall be delivered by the service provider to the Officer-in-Charge/HoD 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.
- 27.3. 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.

28. Statutory and Legal requirements

- 28.1. 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.
- 28.2. The service provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, gratuity, health care, uniform, ESI and compensation to its employees and workmen.
- 28.3. The service provider shall engage manpower according to the statutory provisions specified in several employment Acts and comply with the provisions thereof during the contract period including but not restricted to the following:
- i) Minimum Wages Act, 1948
 - ii) Mines Rules, 1955
 - iii) Mines Crèche Rules, 1966
 - iv) Mines (Rescue) Rules, 1985
 - v) The Maternity Benefits (Mines) Rules, 1963
 - vi) Factories Act, 1948
 - vii) Child Labour (Prohibition and Regulation) Act, 1986
- 28.4. 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.
- 28.5. The service provider shall have their valid P.F. Code No. and shall be solely responsible for deductions of employee's contribution and deposit of the same to the authority. The

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service provider has to deposit Provident Fund under employees P.F. Scheme, 1952, employees P.F. Act, 1957, Family Pension Scheme, 1971 and any rules and regulations made there under as amended from time to time. It shall be solely responsible for the maintenance of the records in respect of payment of contribution and submission of returns in accordance with the provisions of the said scheme. A copy of such return shall be submitted to Mines Manager & on failure to submit proof in compliance of the above stated obligation, the service provider's monthly R.A. bill shall be held-up at Mines Manager Level. -made part of statutory provisions

- 28.6. The service provider shall take into account the recent notification of Government of India or any change during the tenure of the contract in regard to payment of minimum wages and applicable VDA in respect of mine workers and shall pay in conformity with the provision of the said Act to all categories of workers on monthly basis, employed or to be employed by him for the work.
- 28.7. The service provider has to provide all medical and other facilities to its laborers and staff at its own cost.
- 28.8. Safety equipment's like helmets, boots, goggles, safety belts, leg guard etc. shall be provided by service provider at its own cost to all its entitled workers. The Service provider has to make provision of such equipment for the worker before engaging them at the work. In case the service provider fails to provide such equipment the Mines Manager of the mine shall procure these safety equipment and supply to the workers of the service provider. The entire cost of such procurement plus 17.5% towards other charges shall be recovered from the service provider's bills.
- 28.9. The service provider shall solely be responsible in respect of payment to the labourers under the payment of Bonus Act, 1965, payment of Gratuity Act, 1972 etc. as amended from time to time. It shall also be solely responsible for maintenance of records in respect of the above payment and submission of returns in accordance with the provisions of the said Act.
- 28.10. In all matters connected with deployed personnel by the service provider under this agreement, the Contractor/Service provider shall be "Employer" as defined in various Act, Rules and Regulations pertaining to the nature of work involved.
- 28.11. In all matters connected with deployed personnel by the service provider under this agreement, the Contractor/Service provider shall be "Employer" as defined in various Act, Rules and Regulations pertaining to the nature of work involved.

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

- 29.1. The service provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:

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- i) Integrated Management System (IMS) policy of OMC – as available on the website of OMC (<http://omcltd.in/2016/Portals/0/PDF/English.pdf>) and as may be updated by OMC from time to time
 - ii) Social accountability standard SA8000 standard – details available at <http://www.sa-intl.org/index.cfm?fuseaction=Page.ViewPage&PageID=1689>. OMC is likely to adopt this certification standard in the near future and towards this the service provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.
 - iii) Sustainable Development Framework (SDF) – The Ministry for Mines, Government of India has implemented a “Star Rating” system for mining leases to promote sustainable development practices, which includes addressing the social impact of resettlement and rehabilitation and key information’s of the mining activity including mines basic information’s environmental safe guard measures, CSR activities as a whole. A star rating program is the implementation to be given to mining leases for the efforts and initiatives taken for implementation of the SDF. In order to implement its performance with respect to the SDF on environmental, social and operational aspects, OMC has constituted a Sustainable Development Unit (SDU). In this context, the service provider shall adhere to implement at its own costs all aspects, requirements and directives of the SDF and SDU as may be applicable to the service provider.
- 29.2. ISO certification: OMC is an ISO 9001: 2000 certified organization. The service provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

30. Safety

- 30.1. 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 PCB and other environmental and safety regulations. The service provider shall ensure that its operations creates no hazards or disturbance for the surrounding inhabitants and areas.

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- 30.2. 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.
- 30.3. During the course of the contract period, if any accident occurs whether major or minor in which the service provider or its employees/ contractors/ sub-contractors or suppliers are involved or are responsible, the service provider shall immediately inform OMC without any delay. However, this shall not absolve the service provider and/or its supervisory staff from penal action as per existing statutes or as may be determined by OMC at its sole discretion.
- 30.4. 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 or by its contractors or sub-contractors. If OMC is made liable for any such claim by the court of law or any other authority, the same should 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.
- 30.5. The service provider at its own costs shall ensure that all personnel deployed by it within the OMC premises (whether the mines or the offices of OMC) are provided and at all times wear/ exhibit the following, as applicable:
- i) Adequate and appropriate safety and personal protective equipment including mining helmets mining shoes and other equipment as per the existing statutes
 - ii) Proper uniform, cloth safety shoes, socks, cap, belt, whistle, identity card issued by OMC, name plates, lathi, torch, signaling torch (for traffic control), raincoat, hand-gloves, helmets and other safety appliances, as applicable.

11. 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 take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, service requirements including technical parameters

The selected service provider scope of work shall include:

- a) Preparation of samples from the drill cores:
- b) The agency has to set up a sample preparation facility in the given area/ open space to be provided by OMC within a period of 45 days
(OMC shall ensure electricity and water connectivity to the area)

The facility should be comprising of:

- i. Core cutting (cutting halves) by using diamond saw core cutting machine. The minimum sample length for cutting would be 20cm. For soft / friable / weathered rock formations, appropriate use of riffle splitter to be used for sample division.
 - ii. Sample Dryer: Minimum one (01) number of hot air oven to be installed. The samples to be dried at 105° C.
 - iii. Weigh machine: Minimum two (02) numbers of electronic weigh machine to be installed, with accuracy level of milligrams.
 - iv. Crushing: The facility should have minimum one (01) number of Jaw Crusher, with an output of 3mm (max)
 - v. Splitting: using of riffle splitters for stage wise sample volume reduction. Automatic sampler could be used.
 - vi. Pulverization: Minimum two (02) numbers of disc / ball mill to be installed for preparation of pulp samples, minimum 200 mesh(75µ) output.
 - vii. Sieves: Minimum two (02) sets of sieves of 200 mesh(75µ) to be in working condition at all times. Each sample should have minimum 95% passing. Double-deck gyratory (motor operated) sieves preferred.
- c) Each sample has to be prepared in stage wise volume reduction and the final deliverables would be:
- i. Coarse Duplicate (3mm, returns from the Jaw Crusher): one for each sample
 - ii. Pulp packets (minimum 04 numbers of equal weights)
 - iii. The laboratory will hand over the Coarse and Pulp sample packets (in quadruplicate) to OMC representative.
 - iv. OMC will prepare sample batches and insert QAQC samples (Standards, Blanks, Coarse Duplicates and Pulp Duplicates) and hand over to the laboratory for testing.

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- v. The laboratory will ensure safe transport of the sample batches from site to the designated location of the laboratory at their own expenses.
- vi. As per the guidelines of Mineral (Evidence and Minerals Content) Rules, 2015, OMC will send 10% samples as counter sample to another laboratory (“Umpire” laboratory) for analysis.
- vii. Based on the results of the QAQC samples and ‘Umpire’ laboratory results, OMC may ask the laboratory to carry out re-testing of all the samples without any extra charges, if any major deviations observed.
- viii. The details of the elements which is to be analyzed from the Chromite ore sample are as under: - Cr₂O₃, Al₂O₃, Total Fe, SiO₂, MgO, Loss of Ignition (LoI)
Selected samples to be analyzed for Cobalt (Co), Nickel (Ni), Sulphur (S) and Phosphorus (P) in addition to the above elements.
 - d) Additionally, the laboratory has to maintain/follow the below mentioned items:
 - i. Appropriate sample tracking system – laboratory to provide bar coded sample tickets prior to the commencement of the sampling program.
 - ii. Appropriate sample reception system, including sample reception register.
 - iii. Appropriate tools for cleaning the equipment
 - iv. Insertion of field blanks (quartz for example) in every 20th sample to check the level of contamination, if any, during the sample preparation.
 - e) Dry Bulk Density measurement:
 - i. The laboratory has to measure dry bulk density on selected drill core samples. The samples will be selected by OMC and handed over to the laboratory. The samples may be solid drill core (competent rock in cylindrical shape) or loose/broken drill core materials.
 - ii. The laboratory will determine the dry bulk density by Archimedes’ Principle using wax coating method on the solid drill core samples. For loose/broken material, volumetric method could be used to determine the dry bulk density. The core sizes will vary for HQ3 (61.1 mm) and NQ3 (45.0 mm)
 - iii. All samples, prior to the density measurement, will have to be dried at 105°C for minimum 4 hours.
 - iv. All samples should be weighed – before drying, after drying and after wax coating.
 - v. The density of the wax has to be determined prior to the usage.
 - vi. List of materials required:
 - Paraffin wax
 - Electronic Weigh machine
 - Hot oven, to melt the wax
 - Brush of suitable sizes
 - 5 litres beaker with graded scale of 200ml
 - Cubic shape box (10cm x 10cm x 10cm)
 - For loose/broken cores, the samples after drying will be weighed and filled in the cubic box, then again weighed.

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- The data capturing format will be provided by OMC.
- The laboratory will return the samples to OMC, after removing the wax coating.

The expected total no. of samples

- i. Number of samples to be prepared – 1600 nos. \pm 20%
- ii. Number of samples to be analysed – 2000 nos. \pm 20%.
- iii. Number of samples for Bulk Density measurement – 400 nos. \pm 20%

The service provider shall provide all tools, implements, vehicles and all other materials including safety equipment required for the purpose to the manpower deployed by it.

- f) OMC will provide accommodation to the employees of the service provider deployed at the mines to the extent available on payment of usual rent as per OMC provision.
- g) In the event of mismatch of chemical analysis percentage of any element with standard sample and umpire sample analysis the service provider shall re-analyze the samples without any additional payment
- h) Any dispute arising on drawal of samples and submission of analysis report has to be settled by the concerned Sectional Head of Geology of the Region and will be final and binding on the service provider

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3. Contract period

The service provider shall carry out the Scope of Work for a total period of 1 (one) year (“Contract Period”).

The Contract Period shall commence from the date of signing of the Agreement. (“Commencement Date”).

OMC shall review the operational performance of the service provider after 6 months. If the performance of the service provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely, with forfeiture of Performance Security.

At any point of time OMC can close / 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.

4. Coordination of work:

The concerned Dy. General Manager(G), South Kaliapani Region / Camp Officer, Chirugunia Prospecting Camp will co-ordinate the work. It is the responsibility of the service provider to plan and execute the work strictly in accordance with the instruction of Camp Officer, Chirugunia Prospecting Camp.

5. Sub-letting of the work in whole or part:

The service provider shall not assign the work or any part thereof, any share of interest therein, or money due there under, or sub-let the work or any part thereof or allow any person to become interested in the work or a portion thereof, in any manner whatsoever except with prior and written permission of the Managing Director/ Chairman / CMD of OMC.

6. Labour Relations:

The service provider shall not take any action in relation to handling of its employees which may adversely affect the existing labour relations of the OMC. Service provider has to maintain close liaison with the local people and union.

7. Service provider’s method of work:

The service provider shall give full information in advance as to its plans for carrying out each part of the work to the Dy. General Manager (Geo.) /Camp Officer, Chirugunia Prospecting Camp. At any time before the commencement or during the progress of work, if it appears to the OMC that the organization of the service provider is insufficient/inadequate to deliver the progress/quality of work is required, the OMC may order the service provider to change or improve its laboratory equipment, facilities methods or organization and the service provider shall promptly comply with such orders but compliance with such orders shall not relieve the service provider of its obligations to insure the degree of safety, the quality of work and the quantity and the rate of progress required under the contract. The service provider alone shall be responsible for the safety and adequacy of its laboratory, equipment and method.

8. Taxes

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The service provider agrees to and does, hereby accept full and exclusive liability for the payment of any and all taxes, now or hereafter imposed, increased or modified and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or any State Government, which are imposed with respect to or covered by the wages/salaries or other compensations paid to the person employed by the service provider and he/she shall be responsible for the compliance with all obligations and restriction imposed by the labour law or any law affecting employer and employee relationship and the service provider further agrees to comply, and to insecure the compliance of all sub-contractors if any, with all applicable Central, State or Local Municipal Laws and Regulations and requirements of any Central, State or Local Government bidder or authority.

9. Payment:

- a. The service provider has to submit running/ monthly bill for the accepted samples in triplicate towards the work undertaken indicating item wise total no. of samples as per Clause 6.1 (Scope of Services)
- b. The sample preparation, Chemical analysis and bulk density determination bill shall be certified by the concerned Geologist and Camp Officer, Chirugunia Prospecting Camp. The bill with due certification shall be recommended to the Dy. General Manager (Geo.), South Kaliapani Region, in turn Dy. G. M. (Geo) shall counter sign the bill and forward the same to the concerned Regional Manager of OMC for necessary payment.
- c. At the Regional Office, the RM forwards same to the Head (Personnel) of the region who shall then scrutinize the bill for statutory compliances as per Clause 11 (Special Conditions of Contract) and endorse the bill to the Regional Manager within a week.
- d. In case of any deficiencies or clarification wanted in respect of the bill, it should be pointed out for compliance in writing and the service provider should be advised to comply the same. The Regional Manager will endorse the file to the Head (Finance) for processing towards release of payment. The bill for a month must be submitted by 15th of the succeeding month. In case of bill for March, the bill must be submitted by 10th April. The service provider shall submit the bill in triplicate (3 copies) towards the work undertaken for a month along with applicable GST to the concerned Certifying Authority. The invoice must contain the name, address, GST Registration no. of the service provider and SAC code.
- e. Income tax and other statutory deductions as applicable shall be deducted from each running bill and the same will be deposited with the Government authorities by OMC Ltd. as required under law.
- f. The work value shall be calculated based on number of samples prepared, chemical analysis of samples for different elements and determination of Bulk Density.

10. Price Revision

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No price revision: There shall be no price or rate revision throughout the contract period. In case of extension of the contract period, the terms & conditions and the price/ rate revision (if any) for the extended contract period shall be decided by OMC in consultation with the service provider.

11. List of Documents for Invoice Processing

Sl. No.	Aspect of bill processing	Documentary requirements
1	Invoice/ bill raised by the service provider	<ul style="list-style-type: none"> — Submission of invoice in triplicate — To be stamped and signed by the Authorized Signatory of the service provider — Calculation of the volume of work done by the service provider and calculation of the invoice amount as per the contracted rates — Proof of compliance towards payments of wages, salaries, EPF, ESIC, gratuity, GST and other applicable taxes (if any) — All invoices and documents shall be certified, and counter signed by OMC's designated officers in the field. — Invoices and related documents are to be submitted in hard copy
4	Additional documents required for final payment/ final invoice	<ul style="list-style-type: none"> — Copy of completion certificate issued by OMC's designated key contact and/or nodal officer (Completion certificate shall be issued based on the duly signed checklist as provided by the field office as a mark of acceptance of satisfactory completion of the scope of services) (Completion Certificate shall be issued from the office of Head (Contracts and Procurement Section, on the recommendation of the Head of Geology Section) — Declaration by the service provider (on letterhead of service provider, stamped and signed by its authorized officer) that this is the last invoice with respect to the contract, and no further invoices shall be admissible by OMC

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12. Designated nodal officer and key contacts of OMC

1. Sri. R. K. Dash, Chief General Manager (Mat), also Head (Contracts and Procurement Section)
2. Mrs. Tilottama Basa, General Manager (Geo.)
3. Sri. S.K. Nayak, Dy. General Manager (Geo.)
4. Sri D. Manoharan, Dy. General Manager (Geo.)

13. Limitation of Liability

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

14. Indemnity

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 contractors, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the 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 contractors, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order/ Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The service provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the service provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

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.

12. 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 NIT no. [•] dated [•] published by the 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)

13. Annexure 4: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

Nor our entity was ever stigmatized within the preceding three years from the bid submission date.

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:

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

(to be enclosed with the Techno-Commercial Bid)

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

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

Date

Signature of the Authorized Signatory of the Bidder with Seal

15. Annexure 6A: Price Bid Format

Name of the Bidder/ Bidding Firm / Company:							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	SAC/HS N Code	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	13	53	55
1	Description of items						
1.01	Sample Preparation at Site		1600.000	Nos		0.000	INR Zero Only
1.02	Sample Analysis for Cr2O3, Total Fe, Al2O3, SiO2, MgO & LOI		2000.000	Nos		0.000	INR Zero Only

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Name of the Bidder/ Bidding Firm / Company:							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	SAC/HS N Code	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	13	53	55
1.03	Sample Analysis for Co, Ni, S & P		200.000	Nos		0.000	INR Zero Only
1.04	Bulk Density Measurement		400.000	Nos		0.000	INR Zero Only
Total in Figures						0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only					

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16. Annexure 6B: Rate of GST

#	Description	Rate of GST (%)
1	Sample preparation at Site	
2	Sample analysis of Cr ₂ O ₃ , Total Fe, Al ₂ O ₃ , SiO ₂ , MgO and LOI	
3	Sample Analysis for Cobalt (Co), Nickel (Ni) and Phosphorus (P)	
4	Bulk Density Measurement	

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17. Annexure 7: Mandate Form - on the letterhead of the Bidder

To

The 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 The Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

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

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

3. Bank Particulars

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

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

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

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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

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18. Annexure 8: Format for Performance Security

(BG shall be obtained from nationalized/ scheduled commercial bank operable/ executable at Bhubaneswar)

Date: ___/___/20XX

Name of Bank:

To

The Odisha Mining Corporation Limited,
Bhubaneswar

Dear Sir,

Guarantee No.

Amount of Guarantee `/- (Rupees.....) only.

Guarantee cover from to

Guarantee remain full force

Last date for lodgement of claim: (Two months from date of expiry).

This Deed of guarantee executed by (Bank Name), constituted under the Banking companies (Acquisition and Transfer of Undertaking) Act..... having its registered office at and amongst other places, a branch at (hereinafter referred to as the bank) in favour of The Odisha Mining Corporation Ltd., Bhubaneswar (hereinafter referred to as OMC, the beneficiary) for an amount not exceeding INR./- (Rupees) only at the request of M/s. (hereafter referred to as the agency).

This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to maximum of INR...../- (Rupees.....) only and the guarantee shall remain in full force from to (date of expiry) with further claim period of two months and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the bank at our Branch at Bhubaneswar on or before (last date of lodgement of claim) by the OMC, Bhubaneswar in writing.

For (Bank) Seal

Branch Manager

Branch

SUBJECT TO AS AFORESAID

(Main guarantee matter may be typed hereafter)

BG No :

Date:.....

Amount:.....

Valid period from to

Claim period.....

The Odisha Mining Corporation Ltd., BBSR (herein after called as the OMC) has agreed to accept from M/s at PO PS District....., State.....,

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(herein after called as Agency) a bank guarantee for INR. (Rupees) only for the period from To with a claim period of two months and the last date of lodgement of claim within towards EMD/SD/ISD/Performance Security/Guarantee against advance payment in connection with Work/Contract/PO/Tender No and Date.

We (Bank) branch, do hereby undertake to indemnify and keep indemnified "OMC." To the extent of Rs(Rupees.....only) for the period from to with the last date of lodgement of claim within

We (Bank) branch, further agree that if a demand is made by the OMC, have no right to decline to cash the same for any reason whatsoever. The fact that there is a dispute between the said Agency and the OMC is no ground for us to decline to honour invocation and such invocation is a sufficient reason for the OMC to enforce the bank guarantee unconditionally without any reference to the said Agency within 48 hours excluding holidays.

We (Name of the Bank and Branch)branch, further agree that a mere demand by the OMC is sufficient for us (Bank Name),..... branch at Bhubaneswar, to pay the amount covered by the bank guarantee without reference to the said Agency and any protest by the said Agency cannot be valid ground for us, Bank Branch, to decline payment to the OMC.

We the bank, undertake to pay to the OMC any money so demanded notwithstanding any dispute or disputes raised by the said agency in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal.

If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch at, Bhubaneswar, by the OMC before the last date of lodgement of claim under this guarantee, then notwithstanding anything to the contrary herein contained, the liability of the Bank under this guarantee shall be enforceable as due to us.

BG No :.....

Date:.....

Amount:.....

Valid period from to

Claim period.....

We the bank further agree that the OMC shall have fullest liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the agreement/work order/contract/order etc. or to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the OMC against the said agency and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our

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liability by reason of any such variation or extension being granted to the said Agency or for any forbearance, act or omission on the part of the OMC or any indulgence by the OMC to the said agency.

We (Name of the Bank and specify branch Name) Branch, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMC in writing.

Notwithstanding anything contained herein above:

1. All claims under this guarantee must be presented to (name of the bank).....(Branch), Bhubaneswar (Odisha).
2. Our liability under this Bank Guarantee shall not exceed INR.(Rupees) only.
3. This guarantee will not get discharged due to change in the constitution in the bank or the said agency.
4. This Bank Guarantee shall remain valid up to (date of expiry) with additional claim period of two months and claim under this guarantee can be served on or before (last date of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if OMC serves a written claim or demand on the bank at our branch at Bhubaneswar on or before (last date of for lodgement of claim.)

Signature:

Name:

Address:

For and on behalf of (Seal)

Signed and delivered this on

19. Annexure 9 : 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

The 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 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 NIT 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 Intent (LoI) 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 for a period of [•] years on the terms and conditions set forth in this contract;

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 contract, in particular:

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- (a) The service provider shall provide the services in accordance with the provisions of this contract; and
- (b) OMC shall make payments to the service provider in accordance with the provisions of this contract.

2. Conditions of Contract

- (a) The contract time period shall be for a tenure of 12 months [1 year] from the effective date of the Agreement (the “Commencement Date”). OMC shall review the operational performance of the service provider after 6 months of the Contractual Year, which shall be 12 calendar months calculated from the Commencement Date. On satisfactory result of such review, OMC will issue a letter to the service provider for continuing the work for the subsequent period. If the performance of the service provider is determined to be unsatisfactory by OMC, the Agreement may be terminated prematurely at the mid of the Contractual Year for which performance of the service provider is reviewed.
- (b) 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
- (c) 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
- (d) All the terms and conditions as per the NIT No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of M/s.
(Authorized Signatory)

For and on behalf of Odisha Mining Corporation
(Authorized Representative)

Name:
Designation:
Name of the service provider:
Address:

Name:
Designation:
Odisha Mining Corporation
OMC House, Bhubaneswar-751001

In presence of the following witnesses

Name:
Designation:
Name of the service provider:
Address:

Name:
Designation:
Odisha Mining Corporation
OMC House, Bhubaneswar-751001