



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

**Tender**  
**for**  
**Selection of Service Provider to**  
**Establish Chemical Laboratory and its**  
**Operations**

**Bid document No: OMC/E-PROC/CMC/72/2022**  
**dated 29-06-2022**

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### E-procurement notice

**Bid document No.: OMC/E-PROC/CMC/72/2022**

**dated 29-06-2022**

1	Work name	Selection of Service Provider to Establish Chemical Laboratory and its operations (through e-tendering)	
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 02-07-2022, Time: 5.00PM	
3	Last date for sending queries to OMC, if any	Date:20-07-2022 ; Time: 5.00 PM ; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>	
4	Prebid Meeting (Virtual Mode)	Date: 22-07-2022 ; Time:3.30 PM	
5	Issue of pre-bid response	26-07-2022	
6	Bid Due Date	Date:10-08-2022; Time: 5.00 PM	
7	Opening of Techno-Commercial Bid	Date:10-08-2022; Time: 5.30 PM	
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders	
9	Tender Paper Fee (non-refundable) including GST	Amount: INR 11,800/- (Eleven Thousand Eight Hundred Only) including GST @18% <b>for each Lab Location (Sub-Tender)</b> . Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )	
10	Earnest Money Deposit (EMD)	Sub-Tender (Lab Location)	EMD amount
		1. Gandhmardan	INR 10,15,000/- (Ten Lakhs Fifteen Thousand Only)
		2. Daitari	INR 7,25,000/- (Seven Lakhs Twenty-Five Thousand only)
		3. Kurmitar	INR 6,95,000/- (Six Lakhs Ninety-Five Thousand Only)
		4. Guali	INR 9,35,000/- (Nine Lakhs Thirty-Five Thousand Only)
		5. Laxmipur	INR 5,55,000/- (Five Lakhs Fifty-Five Thousand Only)
		6. Jilling	INR 16,35,000/- (Sixteen Lakhs Thirty-Five Thousand Only)
		7. Kaliapani	INR 6,60,000/- (Six Lakhs Sixty Thousand Only)
The above amount are Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )			

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

Sd/-  
Head (C&P)

**Odisha Mining Corporation Ltd.**

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377524, 2377488

## 1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 29-06-2022
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 02-07-2022, Time: 5.00PM
3	Site Visit	Within 10 days of publication of tender as per clause 9.1
4	Last date for sending queries to OMC, if any	Date:20-07-2022 ; Time: 5.00 PM ; queries may be sent by email to <a href="mailto:cmc@odishamining.in">cmc@odishamining.in</a>
5	Prebid Meeting	Date: 22-07-2022 ; Time:3.30 PM
6	Last date for responses to queries of tenderers	26-07-2022
7	Bid Due Date	Date:10-08-2022; Time: 5.00 PM
8	Opening of Techno-Commercial Bid	Date:10-08-2022; Time: 5.30 PM
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders

## 2. Data Sheet

Sl. No.	Parameter	Name	
1	Name of tender	Selection of Service Provider to Establish Chemical Laboratory and its operations- (through e-tendering)	
2	Type of tendering	Open tendering	
3	Mode of tendering	e-tender	
4	E-tender site	<a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>	
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 11,800/- (Eleven Thousand Eight Hundred Only) including GST @18% <b>for each Lab Location (Sub-Tender)</b> . Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )	
6	Earnest Money Deposit (EMD)	Sub-Tender (Lab Location)	
		EMD amount	
		1. Gandhmardan	INR 10,15,000/- (Ten Lakhs Fifteen Thousand Only)
		2. Daitri	INR 7,25,000/- (Seven Lakhs Twenty-Five Thousand only)
		3. Kurmitar	INR6,95,000/- (Six Lakhs Ninety-Five Thousand Only)
		4. Guali	INR 9,35,000/- (Nine Lakhs Thirty-Five Thousand Only)
		5. Laxmipur	INR 5,55,000/- (Five Lakhs Fifty-Five Thousand Only)
		6. Jilling	INR 16,35,000/- (Sixteen Lakhs Thirty-Five Thousand Only)
7. Kaliapani	INR 6,60,000/- (Six Lakhs Sixty Thousand Only)		
		Amount mentioned above are Payable online on the e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> ) For exemption of EMD, please refer Clause 8.7.4 (Instruction to Bidders)	
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	

<b>Sl. No.</b>	<b>Parameter</b>	<b>Name</b>
8	Nodal Officer	Name: B.C. Behera Phone No.: (+91)-8342002829 E-Mail: bcbehera@odishamining.in
9	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	<b>OMC/E-PROC/CMC/72/2022 Dated 29-06-2022</b>

### 3. Disclaimer

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



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

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

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

3.14 The Bid is not transferable.

## 4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BH	Bore Hole
BOQ	Bill of Quantity
DFO	District/Divisional Forest Officer
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FC	Forest Clearance
FDP	Forest Diversion Proposal
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
ML	Mining Lease
MMP	Modified Mining Plan
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants

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

## 5. Definitions and Interpretations

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

- 5.1 “Agreement” means the agreement to be entered into between OMC and Service Provider with the Selected Bidder as confirming party to Establish Chemical Laboratory for execution of the Project, the draft of which has been provided in Annexure 2A.
- 5.2 “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.
- 5.3 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5.
- 5.4 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered, if it is not submitted as per the formats prescribed by OMC.
- 5.5 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC.
- 5.6 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself.
- 5.7 “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.
- 5.8 “Bid Validity Period” shall have the meaning given to it in Clause 8.8.
- 5.9 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7.
- 5.10 “Financial Criteria” shall have the meaning given to it in Clause 7.2.
- 5.11 “Financial Year” means the 12 months period from 1<sup>st</sup> April to 31<sup>st</sup> March corresponding to the audited annual accounts.

- 5.12 “Letter of Award (LoA)” means the written official intimation by OMC notifying the Selected Bidder that the work has been awarded in its favor as per the terms and conditions mentioned therein.
- 5.13 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013.
- 5.14 “Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide Bid document No. OMC/E-PROC/CMC/72/2022 dated 29-06-2022 for Selection of Service Provider to Establish Chemical Laboratory and its operations and shall include any modifications, amendments, corrigenda/ addenda, or alterations thereto. The documents are as follows:
- a) This Bid document.
  - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a).
- 5.15 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives.
- 5.16 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof.
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2.
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013.
- 5.19 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.2.
- 5.20 “Selected Bidder” shall have the meaning given to it in Clause 8.21.
- 5.21 “Successful Bidder” shall have the meaning given to it in Clause 8.22.
- 5.22 “Technical Criteria” shall have the meaning given to it in Clause 7.1.
- 5.23 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid.

- 5.24 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1.
- 5.25 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6.
- 5.26 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

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

## 6. Scope of work

The Scope of Work shall include but not limited to the following: -

- Supply, install and commission 'WET Chemical Analysis labs / XRF Labs' at the location shown in below table along with associated mechanical sample processing unit for every Lab location. XRF equipment along with comprehensive AMC shall be provided by OMC at its own cost. Rest all equipment / instruments shall be procured, installed and commissioned by Service Provides.

Sl. No	Mines	Minerals	Sample Preparation Unit	Sample analysis Lab	
			Locations	Locations	Type of Lab
01	Gandhamardhan A	Iron	Gandhamardan	<b>Gandhamardan</b>	XRF + Wet Chemical
	Gandhamardhan B	Iron			
02	Daitari	Iron	Daitari	<b>Daitari</b>	XRF + Wet Chemical
03	Kurmitar	Iron	Kurmitar	<b>Kurmitar</b>	XRF + Wet Chemical
04	Guali	Iron	Guali	<b>Guali</b>	XRF + Wet Chemical
05	Kodingamali	Bauxite	Laxmipur	<b>Laxmipur</b>	XRF + Wet Chemical
06	Dubna-	Iron	Dubna	<b>Jilling</b>	XRF + Wet Chemical
	Sekradihi	Iron			
	Unchabali	Iron			
	Tiringpahar	Iron	Khandbandh		
	Banspani	Iron			
	Khandbandh	Iron			
Jilling-Langalota	Iron	Jilling			
07	South Kaliapani	Chromite	Kaliapani	<b>Chirigunia</b>	Wet Chemical
	Sukrangi	Chromite			
	Bangur	Chromite	Bangur		

- Providing full time manpower for performing the activity of sample collection, preparation of sample and its analysis
- Collection of samples from the various mining locations
- Preparation of all collected samples at Sample Preparation Units and its analysis at associated laboratory
- Obtain any clearances, NoC, Permission, License to operate the laboratory
- NABL Accreditation for all the Labs within four months of operation
- Proper record keeping of each sample and circulation of test results



- Implementation of Laboratory Information Management System (LIMS).
  - Sample collected in bags at sites to be tagged by generating QR codes using handheld QR Code generator and the data related to samples collected to be updated in LIMS.
  - Disposal of all the waste generated as per the guidelines of OSPCB / CPCB
- 5.27 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 5.28 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

## 7. Eligibility Criteria

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

### 7.1 For the purpose of tender, the Technical & Financial Criteria for each lab are as follows:

Sl. No.	Lab Location	Technical Criteria	Financial Criteria	
A	<b>All Locations</b>	The Bidder must have experience of establishing NABL accredited Lab for Chemical Analysis of Rocks and Minerals excluding Coal at any Mines Site OR for its own in India and must have operated it.	Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.	
B	<b>Location Wise</b>	<b>In any year during last 7 (years), The Bidder must have successfully executed Similar Completed Services of not less than</b>	<b>Average financial turnover of the Bidder during the last 3 (three) financial years should be at least</b>	<b>Solvency Certificate</b>
1	Gandhmardan	4.10 CRS	INR 9 CRS	INR 0.51 CRS
2	Daitri	2.90 CRS	INR 9 CRS	NA
3	Kurmitar	2.80 CRS	INR 9 CRS	NA
4	Guali	3.75 CRS	INR 9 CRS	NA
5	Laxmipur	2.25 CRS	INR 9 CRS	NA
6	Jilling	8.70 CRS	INR 9 CRS	INR 1.10 CRS
7	Kaliapani	2.65 CRS	INR 9 CRS	NA

NA – Not Applicable

#### **Note on Technical Criteria**

- “Similar completed Services” means sample collection, preparation, and chemical analysis of chemical constituents for Rocks and Minerals excluding Coal.

- b. Applicable 7 (Seven) years shall be preceding seven financial years excluding the financial year of floating of the Tender i.e., FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22
- c. Required Documents: Copy of -
  - I. Completion Certificate and NABL Accreditation certificate of Lab establishment if done for any Client. For self-established lab, the NABL accreditation certificate shall be provided.
  - II. Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and
  - III. Certificate of statutory auditor certifying value of Similar Completed Services

**Note on Financial Criteria**

- a. Applicable 3 (Three) years –Any 3 (Three) consecutive years should be FY 2019-20, FY 2020-21 and FY 2021-22
- b. Required Documents
  - I. Copies of audited financial statements consisting of (i) balance sheet, (ii) profit and loss statement and (iii) cash flow statement
  - II. In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor
  - III. Solvency certificate as set out in Clause 7.1 hereof, issued by any Nationalised / Scheduled Commercial Bank.

7.2 Other Criteria applicable for all labs

7.2.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	Copies of all documents, in case of i) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association ii) Registered partnership firm • Registration certificate
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		<ul style="list-style-type: none"> <li>• Deed of Partnership</li> </ul> iii) LLP firm <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul>
7.2.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> <li>▪ Copy of PAN</li> <li>▪ Copy of GST registration certificate – REG 06</li> </ul>
7.2.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in <b><u>Annexure 5</u></b>
7.2.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Please refer to Clause 8.6 for further details b) Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.2.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities
7.2.6	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948	<ul style="list-style-type: none"> <li>▪ Copy of valid EPF &amp; ESIRegistration certificate</li> </ul>

**Note**

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. Bidding in the form of a consortium is **NOT** allowed.

## 8. Instruction to Bidders

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

8.6.2. The Bidders, who are exempted to deposit Tender Paper Fee due to **any exemption granted by the Government of Odisha**, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

## 8.7 Earnest Money Deposit (EMD)

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

8.7.2. Mode of Payment:

The EMD shall be payable online on the e-tender portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)).

For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

8.7.3. Return of EMD:

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

8.7.4. The Bidders, who are exempted to deposit EMD amount due to any **exemption granted by the Government of Odisha**, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

8.7.5. The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.

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

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process.
- ii) if the Selected Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC.
- iii) if the Selected Bidder fails to submit the Performance Security within the timeframe allowed by OMC.
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8.
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document.
- vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be.
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder.

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

8.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 **Issue of clarifications:** Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and on the e-procurement portal of the Government

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

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



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

- 8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1. Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Checklist -Annexure 6 of the Tender along with copy of Signed Checklist. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder.
- 8.15.2. Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4 and in case of any discrepancy between the two, the unit price shall prevail.  
The Price Bid should be quoted exclusive of all levies and taxes, viz. Goods and Services Tax (GST) and any other applicable taxes and duties.

## 8.16. Material deviation

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

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

8.16.2. OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation, or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17. Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC, or any other costs incurred in connection with or

relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

8.19. Evaluation of Techno-Commercial Bids:

8.19.1. The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions, and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

8.19.2. A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

8.19.3. If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered, or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

8.19.4. The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements

of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

8.19.5. The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Score, Ts shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6. The Technical Scoring criteria is specified below:

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
<b>1</b>	<b>Technical Capability</b>	<b>50</b>		
1A	The Bidder must have experience of establishing NABL accredited Lab for Chemical Analysis of Rocks and Minerals excluding Coal at any Mines Site OR for its own in India and must have operated it. (a) One Lab (b) Two Labs (c) Three Labs (d) More than three Labs	20	(a) 5 Marks (b) 10 Marks (c) 15 Marks (d) 20 Marks	<ul style="list-style-type: none"> <li>• Work order along with completion certificate or Continuation certificate or</li> <li>• In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</li> <li>• In case the bidder own the chemical analysis lab, it should provide copy of NABL Accreditation certificate in its name</li> </ul>
1 B	Similar Completed Services in any year during last 7 (years) (a) 1-3 Crores (b) 3-6 Crores	20	(a) 5 Marks (b) 10 Marks (c) 15 Marks (d) 20 Marks	<ul style="list-style-type: none"> <li>• Work order along with completion certificate or Continuation certificate</li> <li>• In case, the bidder fails</li> </ul>

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	<p>(c) 6-10 Crores (d) More than 10 Crores</p> <p>“Similar completed Services” means sample collection, preparation and chemical analysis of chemical constituents for Rocks and Minerals excluding Coal.</p> <p>Note: Applicable 7 (Seven) years shall be preceding seven financial years: i.e., FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22</p>			to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted
1 C	<p>Experience of Working in Odisha for</p> <p>(a) Iron Ore Only (b) Iron, Bauxite and Chromite Ore</p>	10	<p>(a) 5 Marks (b) 10 Marks</p>	Relevant Work Order and corresponding certificates
<b>2</b>	<b>Financial Capability</b>	<b>20</b>		
2A	<p><b>Average financial turnover of the Bidder during the last 3 (three) financial years</b></p> <p><b>(a) up to 10 Crores</b> <b>(b) 10-50 Cores</b> <b>(c) More than 50 Crores</b></p> <p>Applicable 3 (Three) years –Any3(Three) consecutive years are FY</p>	20	<p>(a) 10 Marks (b) 15 Marks (c) 20 Marks</p>	<p>Required Documents:</p> <p>Copies of audited financial statements</p> <p>In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</p>

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	2019-20, FY 2020-21 and FY 2021-22			
<b>3</b>	<b>Presentation</b>	<b>30</b>		
3A	<p>During presentation, the bidder shall be evaluated on the following:</p> <ol style="list-style-type: none"> <li>1. Understanding of the assignment</li> <li>2. Approach and Methodology</li> <li>3. Standard operating procedures adopted</li> <li>4. Laboratory Information Management System (Sample collection to Reporting)</li> <li>5. Proposed project timeline</li> <li>6. Risk management &amp; mitigation plan</li> <li>7. Manpower Deployment Plan</li> <li>8. Exit Management</li> </ol>	<b>30</b>	<ul style="list-style-type: none"> <li>• Bidders will be called to make a presentation to OMC.</li> <li>• The eligible bidders shall be requested to make a presentation on their proposal, to an Evaluation Committee constituted for the purpose</li> </ul>	
<b>Technical Score, T<sub>s</sub></b>		<b>100</b>		

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

## 8.20. Opening and Evaluation of Price Bids

8.20.1. The date and time of opening of the Price Bid shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be

prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

### **8.21. Selected Bidder:**

8.21.1. The Bidder who submits the lowest Price Bid against each lab location shall be the Selected Bidder for that Lab.

If a bidder becomes L1 for more than 4 labs, the bidder shall be declared L1 for 4 (four) labs having higher number samples to be tested. Rest lab shall be offered to next lowest bidder to match the L1 price for respective lab. If L2 bidder is not willing, offer shall be given to L3 or subsequent technically qualified bidders. In case, none of the technically qualified bidders other than L1 bidder agrees on the price quoted by L1 price or final negotiated price as applicable, the remaining lab/labs may be awarded to L1 bidder or the sub tender for the respective lab may be cancelled at OMC's discretion.

LoA shall be issued to Selected Bidder for respective Labs. OMC reserves the right to negotiate the price with the Selected Bidder before issuance of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be 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 and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

### **8.21.2. 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 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 Selected Bidder and the lowest revised Price Bid received by OMC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be

only one remaining Tie Bidder, the latter will be declared as the Selected 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 Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

- 8.22. **Signing of Agreement:** Within 15 days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be forfeited and 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 and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.
- 8.23. **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar. The Performance Security shall be valid for 1 (One) year from the effective date of the contract. For subsequent years till the completion of contract period, the revised Performance Security with validity of 1 (One) year on revised annual contract value shall be submitted by the bidder, 30 days prior to the expiry of existing Performance Security. The Performance Security shall be released after a period of 60 (sixty) days post completion of the scope of services, as recommended by OMC designated officer/ key contact for this contract.



## 9. Additional Instructions to Bidders

### 9.1. Site-visit:

9.1.1. Bidders may visit the mine within 10 days of publication of tender and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids. The details of the contact person for site visit of different mining leases are detailed below.

S No	Name of the Lease	Name and designation	Contact Number
1	Gandhamardan	Cholagangadev Naik, Sr. Manager (Geo)	9937668683
2	Daitari	Bhajahari Khuntia, Sr. Manager (Geo)	9438330021
3	Kurmitar	Dileswar Kisan, Manager (Geo)	7008831604
4	Guali	Radheshyam Sahoo, Sr. Manager (Geo)	8249682448
5	Kodingamali (Laxmipur)	Tripati Panigrahi, Sr. Manager (Geo)	7008831604
6	Dubna	Siddharth Kalo, Manager (Geo)	9778380331
7	Khandbandh		
8	Jilling		
9	Kaliapani (Chirigunia)	Priyabrat Nayak, Sr. Manager (Geo)	9950853578
10	Bangur		

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. The date of visit may be finalized after discussion with the contact person of respective mines mentioned in the table mentioned in 9.1.1.

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 through virtual mode by OMC; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email ([cmc@odishamining.in](mailto:cmc@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 send virtual link to the prospective bidders to attend pre-bid. However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

## 10. Additional Information on E-tendering process

- 9.3. The e-tendering process shall be held on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 9.4. 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.
- 9.5. The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action, and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 9.6. 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.
- 9.7. Procedure for bid submission and payment of Tender Paper Fee
- 9.7.1. Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 9.7.2. 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.
- 9.7.3. Payment of Tender Paper Fee: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available

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

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

- 9.7.4. 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.
- 9.7.5. 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.
- 9.8. Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 9.9. 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.
- 9.10. 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.

- 9.11. 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 dashboard under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 9.12. A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 9.13. Upon approval and completion of the due process of OMC, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

## Annexure 1: General Conditions of Contract-Services

### 1. Definitions

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

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

### 2. Scope of Services

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

### 3. Instructions, Direction & Correspondence

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

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

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

- 4.1. If after award of theLoA, 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 LoAand forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

#### **5. Modification in Service Order / Agreement**

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of deliveryof services, shall be considered valid only when accepted in writing by OMC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. OMC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

## **6. Use of Service Order / Agreement Documents & Information**

- 6.1. 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 Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
  - If the successful Bidder fails to undertake the work after issuance of LoA, or
  - If the Service Provider abandons the work before its completion or during its extended period, or
  - If the work performed by the Service Provider is not as per the Agreement, or
  - On breach of Service Order / Agreement by the Service Provider.



- 8.3. The proceeds of Performance Security shall be appropriated by 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 twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

## **9. Delivery of Services**

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

## **10. Terms of Payment**

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

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

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

11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMC side for the services for which such subletting is sought. However, 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. Termination of Service Order /Agreement**

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

12.2. Further the Service Order/Agreement could be terminated by clause 12 of "Special Conditions of Contract" (SCC).

12.3. 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 damage 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.

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

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

## **14. Force Majeure**

### **14.1. Force Majeure Event**

14.1.1. **“Force Majeure”** means any event or circumstances or combination of events or circumstances which:

- are beyond the reasonable control of 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 circumstance is available), be prevented or caused to be prevented;
- materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under the Agreement.

14.1.2. Force Majeure circumstances and events shall include the following events to the extent that they or their consequences satisfy the above requirements and results in Material Adverse Effect;

- a. 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 the statistical measures for the last hundred (100) years;
- b. fire caused by reasons not attributable to any Party or its employees or agents;
- c. acts of terrorism;
- d. strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of any Party;

- e. action of a Government Agency having Material Adverse Effect, including but not limited to;
  - acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Mine Facilities or any part thereof or of the Contractor's rights in relation to the Works,
  - 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
  - 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 the Agreement, Applicable Laws, Applicable Permits, any judgment or order of a Government Agency, or of any contract by which the said Party is bound.
- f. Any events of national emergency or national security;
- g. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;
- h. Delay or refusal in renewal / extension of the Mining Lease by the Government of Orissa, or Delay or refusal in renewal of Environment Clearance by the Ministry of Environment & Forests (MoEF), Government of India, and such other things as are incidental thereto, in favour of OMC.

#### **14.2. Notice of Force Majeure Event**

**14.2.1.** As soon as practicable and in any case within 7 (seven) days of 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 of its obligations under the 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 the 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 the Agreement.

**14.2.2.** As soon as practicable and in any case within 5 (five) days of notification by the Affected Party in accordance with the preceding Clause 14.3, the Parties shall, meet, hold discussions in good faith and where necessary, conduct physical inspection / survey of the Mine Facilities in order to:

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

**14.2.3.** 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 14.2.2, as also any information, details or document, which the other Party may reasonably require.

### **14.3. Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under the 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 required in Article 14.2;
- b. the excuse from performance shall be of no greater scope 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 Good Industry Practice and its relative obligations under the Agreement;
- d. when the Affected Party is able to resume performance of its obligations under the 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 being 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, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice

#### **14.4. Liability for other losses, damages etc.**

Save and except as expressly provided in this Clause 14, 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.

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

#### **15. Dispute Resolution**

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

- 15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

## **16. Governing Language**

The Service Order / Agreement shall be written in English language as specified by 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.

## **17. Notices**

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

## **18. Permits & Certificates**

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

## **19. General**

- 19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.
- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

### 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to 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.

### 19.4. **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 the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the OMC, on demand, the balance amount.

## 20. **Liability and Indemnity**

### 20.1. Service Provider shall indemnify, defend and hold OMC harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order/ Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order/ Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order/ Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and



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

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

## **21. Publicity & Advertising**

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

## **22. Blacklisting**

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

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return 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 violation of important conditions of contract/agreement.

viii) If submission of false/fabricated/forged documents for consideration of a tender

## **23. Insurance**

- 23.1. The Service Provider shall, at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Term, all insurances in respect of the Sample Preparation Units and Lab Facilities in accordance with the Good Industry Practice. The Service Provider shall maintain a register of entry in order of premiums paid towards the Mine Facilities and proof of payments made shall be submitted to OMC whenever requested for. Insurance certificate shall also be submitted to OMC.
- 23.2. In respect of the Existing Facilities and OMC's Addition to Existing Facilities, the Service Provider shall designate OMC as the loss payee under the insurance policies maintained by the Contractor. In respect of the Additional Facilities, the Service Provider shall be the loss payee.
- 23.3. In the event that the Service Provider fails to maintain necessary insurance policies for the Lab Facilities, OMC shall be entitled to purchase such insurance policies at the cost of the Service Provider and recover such expenses from the payment of the RA Bills of the Contractor.
- 23.4. Group Insurance: The Service Provider shall provide group insurance coverage as necessary for all labourers / employees engaged in the Work.
- 23.5. Third Party Insurance: The Service Provider shall take insurance towards third party liability. The third party insurance shall also cover loss / disablement of human life of persons not belonging to the Service Provider.
- 23.6. The Service Provider shall continue to be bound by the provisions of the Workmen Compensation Act and other statutes relating to this, as may be applicable and the above insurance shall in no manner whatsoever dilute the Service Provider's statutory responsibilities and obligations.
- 23.7. Application of Insurance proceeds: Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Service Provider towards repair, renovation, restoration or re-instatement of the Lab Facilities or any part thereof which may have been damaged or destroyed. The Service Provider shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the

Mine Facilities after such repair, renovation, restoration or reinstatement are restored, as far as possible, in the same condition as they were prior to such damage or destruction, normal wear and tear excepted.

- 23.8. Un-insurable risks: If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Service Provider shall not be deemed to be in breach of its obligations regarding insurance of such risks under the Agreement, provided such non-availability of insurance is notified to OMC.

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

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

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

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:
- i) Social accountability standard SA8000 standard – details available at the website. OMC has adopted this certification standard. Towards this, the Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs.
- 25.2. ISO certification: OMC is an ISO 9001: 2015 & ISO 14001:2015 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

## **26. Safety**

- 26.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 26.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.
- 26.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.
- 26.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC.
- 26.5. 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.
- 26.6. **Medical:**

### **Medical facilities**

The service provider has to provide all medical facilities to their employees at its own cost and expense. If they are treated and supplied medicines at OMC's dispensary, the cost of the medicines so supplied shall be recovered from the invoices along with applicable GST.

**Medical Examination:**

The Service Provider at his cost shall arrange for initial and periodical medical examination of his employees as per Mines Rule'1955. However, in case the Service Provider does not do the same, OMC Ltd may do the same on behalf of the Service Provider and the entire cost so borne shall be deducted from the payables of the Service Provider.

**26.7. Epidemic/ Contagious diseases:**

The Service Provider shall report immediately to OMC Ltd, every case of Epidemic/Contagious diseases occurring in colonies occupied by his employees. Failure to do so will render the Service Provider liable to OMC Ltd for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

## Annexure 2: Special Conditions of Contract

### 1. General

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

### 2. Scope of work

#### 2.1. Overview

Odisha Mining Corporation mainly produces Iron, Chromite, Bauxite and Manganese Ore. In order to monitor and maintain the quality of its products, OMC has engaged various partner agencies to carry out the sampling and analysis work for OB/ROM/Products.

In order to reduce the cycle time and having a better-Quality Control & Quality Assurance on the analysis, OMC management has decided to establish Mechanical Sampling Processing Unit & NABL Accredited- Chemical laboratories at OMC mine-sites.

It is therefore decided that OMC shall provide the basic infrastructure i.e., Shed/Building for Sample Preparation Unit and building for Laboratory, the Service Provider shall be responsible for supply, installation & commissioning of sample preparation unit and WET Chemical / XRF Analysis Laboratory at its own cost, however XRF equipment along with comprehensive AMC shall be procured and provided by OMC to Service Provider for operations.

The Service Provider shall also be responsible for sample collection, operations and maintenance of the Sample preparation unit and Chemical Analysis Laboratory for the duration for contract period of 10 years.

Sample collection, Operation of Sample Preparation Unit and Chemical Analysis Laboratory shall be done in the shifts as depicted below:

Sl. No.	Sample Collection		Sample Preparation location		Sample analysis Lab	
	Mines	No of Shift Operations	Locations	No of Shift Operations	Locations	No of Shift Operations
01	Gandhamardhan A Gandhamardhan B	3	Gandhamardan	3	Gandhamardan	3
02	Daitari	3	Daitari	3	Daitari	2
03	Kurmitar	3	Kurmitar	3	Kurmitar	2
04	Guali	3	Guali	3	Guali	3

05	Kodingamali	3	Laxmipur	3	Laxmipur	2
06	Dubna-Sekradihi Unchabali	3	Dubna	3	Jilling	3
	Tiringpahar Banspani Khandbandh	3	Khandbandh	3		
	Jilling-Langalota	3	Jilling	3		
07	South Kaliapani Sukrangi	2/ General	Kaliapani	2	Chirigunia	2
	Bangur	3	Bangur	1		

**Note:** Number of shifts may vary depending upon the requirement of OMC.

## 2.2. The Scope of Work

### 2.2.1. Establishment of Sample Preparation Unit

The Service Provider shall setup the Sample Preparation unit at 10 Locations. OMC shall provide shed for establishing Sample Preparation Unit at all locations except Bangur. For Bangur mine, the OMC building shall be utilized for Sample Preparation unit.

Sample preparation unit shall have following equipment:

SI No	Equipment Name	UoM	Qty (For Each Location)	Make	Capacity
<b>A1</b>	<b>Sample Preparation Unit (SPU) (Gandhamardan,Dubuna,Kurmitar, Daitari, Guali, Jilling) (In Shed)</b>				
1	JawCrusher(in built-Sample divider) (Minimum Hardened steel Jaw)	Set	2		>350kg/Hr, Feed 50mm, output - 12.5mm
2	Roll Crusher (2-Roll)	Set	2		>200kg/Hr, Feed 12.5mm, output - 3.35mm
3	Pulveriser – HPM Series	Set	3		Vibratory cup mill Cap 150ml, Feed - 3.35mm, Output - 75µm
4	Hot Air Oven	Set	2		Upto 250°C
5	Pneumatic Air Compressor	Set	1		
6	Mechanical Sieving	Set	1		
7	Platform Balance (upto 100 Kg)	Set	2		

A2	Sample Preparation Unit (SPU) (Khandbandh, Kaliapani, Laxmipur) (In Shed), Bangur (In Building)				
1	Jaw Crusher(in built-Sample divider) (Minimum Hardened steel Jaw)	Set	1		>350kg/Hr, Feed 50mm, output - 12.5mm
2	Roll Crusher (2-Roll)	Set	1		>200kg/Hr, Feed 12.5mm, output - 3.35mm
3	Pulveriser-HPM Series	Set	2		Vibratory cup mill Cap 150ml, Feed - 3.35mm, Output - 75µm
4	Hot Air Oven	Set	2		Upto 250°C
5	Pneumatic Air Compressor	Set	1		
6	Mechanical Sieving	Set	1		
7	Platform Balance (upto 100 Kg)	Set	2		

Drawings of SPU Shed / Buildings has been provided as Annexure 13. The Service Provider shall install, commission, and operate the sample preparation unit.

#### 2.2.2. Establishment of Chemical Analysis Lab

The Service Provider shall supply, install, commission, and operate the chemical analysis laboratory as per the following table:

Sl No	Lab Name	Lab Type	Infrastructure by Service Provider
01	Guali	XRF +Wet Chemical	Lab equipment + interior set-up
02	Jilling	XRF +Wet Chemical	Lab equipment + interior set-up
03	Gandhamardhan	XRF + Wet Chemical	Lab equipment + interior set-up
04	Kurmitar	XRF + Wet Chemical	Lab equipment + interior set-up
05	Daitari	XRF + Wet Chemical	Lab equipment + interior set-up
06	Laxmipur	XRF + Wet Chemical	Lab equipment + interior set-up
07	Chirigunia	Wet Chemical	Lab equipment + interior set-up

provide buildings as per drawing attached as Annexure 13 at Kurmitar, Daitari, Gandhamardhan, Kodingamali, Kaliapani and Guali. At Jilling the existing building shall be provided. Drawing of existing building at Jilling is attached as Annexure 13.

The Laboratory interior viz. experimental table, storage shelves, display board, lighting etc., shall be under the scope of the service provider.



The Wet Chemical Laboratory shall have the following equipment:

<b>B1 Analysis Laboratory (Kaliapani)</b>					
<b>SI No</b>	<b>Equipment Name</b>	<b>UoM</b>	<b>Qty</b>	<b>Make</b>	<b>Capacity</b>
1	Analytical Balance	Set	1	Essae/ Sartorius/ Mettler	(Up to 220 gm, Least Count:0.1 mg)
2	Analytical Balance (Moisture Analyser)	Set	1	Essae/ Sartorius/ Mettler	(Up to 6 kg, Least Count: 0.1 gm)
3	Hot Plate	Set	3		
4	Muffle Furnace	Set	2		Upto 1200°C
5	Fume Chamber with Scrubber	Set	1		
6	Carbon Sulphur Apparatus	Set	1		
7	QuartzDistillation Unit	Set	1		
<b>B2 Analysis Laboratory (Gandhamardan, Guali, Kodingamali, Jiilling, Daitari, Kurmintar,)</b>					
<b>SI No</b>	<b>Equipment Name</b>	<b>UoM</b>	<b>Qty</b>	<b>Make</b>	<b>Capacity / Remarks</b>
1	Analytical Balance	Set	1	Essae/ Sartorius/ Mettler	(Up to 220 gm, Least Count:0.1 mg)
2	Analytical Balance (Moisture Analyser)	Set	1	Essae/ Sartorius/ Mettler	(Up to 6 kg, Least Count: 0.1 gm)
3	Hot Plate	Set	3		
4	Muffle Furnace	Set	2		Up to 1200°C
5	Fume Chamber with Scrubber	Set	1		
6	Carbon Sulphur Apparatus	Set	1		
7	QuartzDistillation Unit	Set	1		
8	WD- XRF	Set	1		To be provided by OMC
9	Fusion Bead (Electrical)	Set	1		To be provided by OMC

The Service Provider shall install, commission, and operate the chemical analysis laboratories and their associated sample preparation units. The payment for Supply-Installation and Commissioning Terms of Payment specified in Clause 6 of SCC.

### 2.2.3. Approval / Clearances / Permissions

The Mine Operator shall, at its own cost obtain all such Approvals / Clearances / Permissions or renewals thereof as may be required from time to time to run the laboratory services. The service provider shall ensure all statutory permissions (fire/pollution/etc.) are obtained for the lab. Also, it should ensure that the statutory requirements are timely complied.

The OMC shall provide reasonable assistance if so, requested by the Service Provider to comply with its obligations under this clause. However, for avoidance of doubt it is clarified that all documented statutory payments to Govt. Authorities pertaining to clearances / permissions / approvals of Lab shall be made / reimbursed by OMC. Service Provider shall be responsible for follow up, coordination & liaison with Govt. Authority.

#### 2.2.4. **Quality Assurance & Quality Control**

- a. The Service provider shall take necessary steps for getting accredited the lab by NABL within four months of operation.
- b. After getting NABL accreditation, the Service Provider shall maintain the accreditation throughout the contract period at its own cost.
- c. Before the start of operations, Service Provider to submit SOP for QA/QC for approval by OMC. Once approved, Service Provider shall follow the SOP during its contract. During the contract if OMC wants any revision of SOP, the same shall be incorporated in the SOP by the Service Provider. The SOP should include QA-QC procedure including the analysis of blanks and CRM (Certified reference materials). The service provider and OMC shall decide the frequency of analyzing CRM (Certified reference material) and blanks in a sample batch and the internal analysis results for each CRM and blank.
- d. During the contract period, the service provider shall procure CRM at its own cost for calibration

#### 2.2.5. **Laboratory Information Management System (LIMS)**

The Service Provider shall implement Laboratory information management system (LIMS) at its own cost to track samples in codified manner and to manage lab, reports, etc. from sample collection till the report generation. The sample collected at site has to be QR coded at sample location site itself. The service provider shall install all necessary equipment / instruments as required for implementation of LIMS.

Service Provider shall provide access of LIMS to OMC personnel as per the requirement.

2.2.6. **Operational Services**

The selected Service Providers shall collect sample from different locations as advised by OMC and prepare sample at designated Sample Preparation Unit and finally conduct chemical analysis as required. The tentative number of samples to be analyzed per year has been depicted in below table:

Cluster	Sample Preparation Units	Mines	Sample Type				
Jilling	Khandhbandh	Khandhbandh	XRF Analysis Samples	2,301	2,301	2,301	2,301
			WET Analysis Samples	115	115	115	115
	Banspani	Banspani	XRF Analysis Samples	2,301	2,301	2,301	2,301
			WET Analysis Samples	115	115	115	115
	Mahaparbat	Mahaparbat	XRF Analysis Samples	2,301	2,301	2,301	2,301
			WET Analysis Samples	115	115	115	115
	Tiringpahar	Tiringpahar	XRF Analysis Samples	690	690	690	690
			WET Analysis Samples	35	35	35	35
	Dubuna	Dubuna	XRF Analysis Samples	6,904	6,904	6,904	6,904
			WET Analysis Samples	345	345	345	345
	Jilling	Jilling	XRF Analysis Samples	13,809	13,809	13,809	13,809
			WET Analysis Samples	690	690	690	690
	<b>Total</b>	<b>Total- Jilling Cluster</b>	<b>XRF Analysis Samples</b>	<b>28306</b>	<b>28306</b>	<b>28306</b>	<b>28306</b>
			<b>WET Analysis Samples</b>	<b>1415</b>	<b>1415</b>	<b>1415</b>	<b>1415</b>
<b>Total</b>			<b>29721</b>	<b>29721</b>	<b>29721</b>	<b>29721</b>	
Gandhmardhan	Gandhmardhan	Gandhmardhan	XRF Analysis Samples	21,864	21,864	21,864	21,864
			WET Analysis Samples	1093	1093	1093	1093
			<b>Total</b>	<b>22957</b>	<b>22957</b>	<b>22957</b>	<b>22957</b>
Kurmitar	Kurmitar	Kurmitar	XRF Analysis Samples	13,809	13,809	13,809	13,809
			WET Analysis Samples	690	690	690	690
			<b>Total</b>	<b>14499</b>	<b>14499</b>	<b>14499</b>	<b>14499</b>
Kaliapani	Chirgunia	South Kaliapani	WET Analysis Samples (Primary)	2,417	2,417	2,417	2,417
			WET Analysis Samples (Secondary)	967	967	967	967
		Sukurangi	WET Analysis Samples (Primary)	725	725	725	725

			WET Analysis Samples (Secondary)	290	290	290	290
	Bangur	Bangur	WET Analysis Samples (Primary)	121	121	121	121
			WET Analysis Samples (Secondary)	48	48	48	48
	Total	Total - Kaliapani Cluster	WET Analysis Samples (Primary)	3262	3262	3262	3262
			WET Analysis Samples (Secondary)	1305	1305	1305	1305
Daitari	Daitari	Daitari	XRF Samples	13,809	13,809	13,809	13,809
			WET Analysis Samples	690	690	690	690
			<b>Total</b>	<b>14499</b>	<b>14499</b>	<b>14499</b>	<b>14499</b>
Guali	Guali	Guali	XRF Samples	13118	23015	46029	69044
			WET Analysis Samples	656	1151	2301	3451
			<b>Total</b>	<b>13774</b>	<b>24166</b>	<b>48330</b>	<b>72495</b>
Kodingamali	Kodingamali	Kodingamali	XRF Samples	6904	6904	6904	6904
			WET Analysis Samples	345	345	345	345
			<b>Total</b>	<b>7249</b>	<b>7249</b>	<b>7249</b>	<b>7249</b>
All Clusters	All SPU	All Mines	<b>Total XRF Samples</b>	<b>97810</b>	<b>107707</b>	<b>130721</b>	<b>153736</b>
			<b>WET Analysis Samples (Primary)</b>	<b>8151</b>	<b>8646</b>	<b>9796</b>	<b>10946</b>
			<b>WET Analysis Samples (Secondary)</b>	<b>1305</b>	<b>1305</b>	<b>1305</b>	<b>1305</b>
			<b>Total</b>	<b>107266</b>	<b>117658</b>	<b>141822</b>	<b>165987</b>

**2.2.6.1. Sampling:**

Theserviceprovidershall depute manpower for sample collection from mine face, channel sampling, blasthole sample, sampling at screening and crushing site, stack sampling from different mines stack, pre-dispatch & post-dispatch stack analysis, sampling from buyer’s carrier /loading of ore/concentrate into trucks at mines/COBP/ during wagon loading at railway siding and sampling from subgrade ore stack and screen test to determine detailed size analysis of materials as per product specifications.All the sampling work shall be undertaken in presence of OMC representative.The tentative requirement of manpowerare as follows:

Manpower for Sample Collection including Replacement					Yearly Requirement
Cluster	Sample Preparation Units	Mines	Activity Area	Unit	
Jilling	Khandhbandh	Khandhbandh	ROM &Production	Sampling Assistant	7
				Sampler	5
				Supervisor	3
			Sales	Sampling Assistant	5
				Sampler	5
				Supervisor	3
		Banspani	ROM &Production	Sampling Assistant	7
				Sampler	5
				Supervisor	3
			Sales	Sampling Assistant	5
				Sampler	5
				Supervisor	3
		Mahaparbat	ROM &Production	Sampling Assistant	7
				Sampler	5
				Supervisor	3
Sales	Sampling Assistant		5		

		Tirinpahar	ROM &Production	Sampler	5
				Supervisor	3
				Sampling Assistant	7
			Sales	Sampler	5
				Supervisor	3
				Sampling Assistant	5
	Dubuna	Dubuna	ROM &Production	Sampling Assistant	11
				Sampler	7
				Supervisor	7
			Sales	Sampling Assistant	11
				Sampler	7
				Supervisor	4
	Jilling	Jilling	ROM &Production	Sampling Assistant	18
				Sampler	14
				Supervisor	7
Sales			Sampling Assistant	14	
			Sampler	7	
			Supervisor	7	
<b>Jilling</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>102</b>
				<b>Sampler</b>	<b>75</b>
				<b>Supervisor</b>	<b>49</b>
Gandhmardhan	Gandhmardhan	Gandhmardhan	ROM &Production	Sampling Assistant	18
				Sampler	14
				Supervisor	7
			Sales	Sampling Assistant	14
				Sampler	11
				Supervisor	7

<b>Gandhmardhan</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>32</b>
				<b>Sampler</b>	<b>25</b>
				<b>Supervisor</b>	<b>14</b>
Kurmitar	Kurmitar	Kurmitar	ROM & Production	Sampling Assistant	11
				Sampler	7
				Supervisor	4
			Sales	Sampling Assistant	7
				Sampler	7
				Supervisor	4
<b>Kurmitar</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>18</b>
				<b>Sampler</b>	<b>14</b>
				<b>Supervisor</b>	<b>8</b>
Kaliapani	Chirgunia	South Kaliapani	ROM & Production	Sampling Assistant	3
				Sampler	3
				Supervisor	0
			Sales	Sampling Assistant	3
				Sampler	2
				Supervisor	2
		Sukurangi	ROM & Production	Sampling Assistant	2
				Sampler	2
				Supervisor	2
	Sales		Sampling Assistant	2	
			Sampler	2	
			Supervisor	0	
	Bangur	Bangur	ROM & Production	Sampling Assistant	2
				Sampler	2
				Supervisor	2
Sales			Sampling Assistant	0	
			Sampler	2	



				Supervisor	0
<b>Kaliapani</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>12</b>
				<b>Sampler</b>	<b>13</b>
				<b>Supervisor</b>	<b>6</b>
Daitari	Daitari	Daitari	ROM & Production	Sampling Assistant	14
				Sampler	7
				Supervisor	4
			Sales	Sampling Assistant	11
				Sampler	4
				Supervisor	4
<b>Daitari</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>25</b>
				<b>Sampler</b>	<b>11</b>
				<b>Supervisor</b>	<b>8</b>
Guali	Guali	Guali	ROM & Production	Sampling Assistant	21
				Sampler	11
				Supervisor	4
			Sales	Sampling Assistant	18
				Sampler	7
				Supervisor	4
<b>Guali</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>39</b>
				<b>Sampler</b>	<b>18</b>
				<b>Supervisor</b>	<b>8</b>
Kodingamali	Kodingamali	Kodingamali	ROM & Production	Sampling Assistant	7
				Sampler	7
				Supervisor	4
			Sales	Sampling Assistant	4
				Sampler	4
				Supervisor	4
<b>Guali</b>			<b>Total</b>	<b>Sampling Assistant</b>	<b>11</b>

			<b>Sampler</b>	<b>11</b>
			<b>Supervisor</b>	<b>8</b>
<b>Total</b>			<b>Sampling Assistant</b>	<b>239</b>
			<b>Sampler</b>	<b>167</b>
			<b>Supervisor</b>	<b>101</b>
			<b>Total</b>	<b>507</b>

The activity-wise manpower requirement may vary depending upon field conditions and requirement. Service Provider to assess and place the manpower accordingly. The charges for Manpower deployment shall be included by the service provider in the XRF Analysis Charges/ Wet Analysis Charges while quoting.

- a. The Sample collected at site shall be QRcoded and details of the sample including time stamp shall be directly feed to Laboratory Information Management System (LIMS) by use of handheldQR code scanner / reader.
- b. The drawn samples shall be submitted to the Sample preparation room with proper bagging, sealing and identification.
- c. The Service provider shall draw the samples from the above-mentioned locations and undergo screen test, under the supervision of OMC.
- d. The sample drawl shall be done by following the SOP as provided by OMC/IS Codes of Practice.

**2.2.6.2. Transportation of Samples**

The Service Provider shall place adequate number of vehicles at different sites as per requirement at its own cost for transporting the samples and its manpower for sample collection and then transporting the samples from sample collection site to Sample Preparation unit and subsequently to Analysis Lab.

The Bidder shall include the cost towards transportation in Sample analysis charges.

**2.2.6.3. Sample preparation:**

- a. The bagged samples shall be processed to pulp/powder by following the approved SOP.
- b. The sample shall be prepared only by mechanical means.
- c. The following equipment to be used viz., Riffle splitter, Primary Jaw Crusher, Secondary Jaw crusher, Pulverizer, Mechanical sieve etc.
- d. The service provider shall prepare the samples up-to 150micron/100mesh/as per requirement.
- e. The service provider shall generate 5 pulps (2 for analysis/1 for govt lab/2 as umpire sample) for each sample.
- f. The generated pulp shall be QR-coded and handed to over to authorized persons and duly received at the laboratory.
- g. The QAQC methods for sample preparation shall be followed.
- h. The service provider shall ensure that there is dust proofing of all the sample processing equipment.

**2.2.6.4. Sample analysis:**

- a. The sample pulp received should be analyzed either by instrumentation or by wet chemical method (based on the facility).
- b. The radicals as assigned by the QCO of the respective mine shall be analyzed.
- c. Moisture content shall be measured for all sales/dispatch samples.
- d. LOI shall be measured as and when asked by OMC.
- e. No extra charge shall be paid for moisture content / LOI. It shall be part of XRF Analysis Charges / Wet Analysis Charges as quoted by bidder in Price bid.
- f. The detailed list is mentioned below:

<i>Sl.</i>	<i>Mineral</i>	<i>XRF Analysis Radicals</i>	<i>Wet Analysis Radicals</i>
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No			
1	Iron Ore	Total Fe, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Na <sub>2</sub> O, K <sub>2</sub> O, S, P, MnO	Total Fe, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , P
2	Chromite	Cr <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , MgO, P, CaO, Na <sub>2</sub> O, K <sub>2</sub> O	Cr <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> ,
3	Bauxite	Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> (T), Fe <sub>2</sub> O <sub>3</sub> , Na <sub>2</sub> O, K <sub>2</sub> O, P <sub>2</sub> O <sub>5</sub> , CaO, MgO, V <sub>2</sub> O <sub>5</sub> , MnO, TiO <sub>2</sub> , R-SiO <sub>2</sub>	Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> (T), Fe <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub>
4	Manganese	MnO, FeO, Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , TiO <sub>2</sub> , Na <sub>2</sub> O, K <sub>2</sub> O, MgO, S, P	MnO, FeO, Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub>

### 2.2.6.5. Report Submission:

- a. The analysis result shall be uploaded to the LIMS immediately.
- b. The service provider shall submit a signed copy of the report generated from the LIMS on daily basis.
- c. For the samples collected in the 2nd/night shift, the report should be submitted during the morning shift of the next day.

### 2.2. Other responsibilities of Service Provider

- i. On awarding the contract, Service provider shall submit the area-plan for sample preparation and analysis set-up at respective locations.
- ii. All the necessary equipment, consumables and instruments shall be supplied by service provider as per OMC specifications.
- iii. The installation, commissioning, maintenance for all equipment / instruments except XRF shall be under the scope of service provider during the contract period.
- iv. OMC shall provide XRF with Comprehensive Annual Maintenance Contract with OEM to Service Provider to Operate. Service Provider to operate and maintain the XRF in good condition all the time. Service Provider to directly interact with OEM and get the maintenance done as required time to time. The consumables for XRF shall be procured by Service Provider at its own cost. For avoidance of doubt, it is being clarified that Service Provider shall be responsible for availability of XRF and shall be held responsible for any accidental damage and losses thereof during the contract period. After expiry of contract / termination, the Service Provider to handover the XRF in good operating condition to OMC.
- v. Any requirement of battery/invertor shall be provided by the service provider.

- vi. Till NABL Accreditation is granted in favor of OMC, the service provider shall analyze and provide analysis certificate from NABL accredited Lab for sales/dispatch samples. The charges for which shall be given at the same rate quoted by the bidder for Collection, sample preparation and analysis, the respective labs depending upon the type of analysis i.e., XRF/ WET analysis.
- vii. The service provider should be responsible for housekeeping of the lab and ensure that the lab is well maintained all the time.
- viii. The service provider shall arrange all the necessary safety appliances like safety shoes, safety helmet, hand gloves, reflective jackets, aprons etc. to their personnel involve in the job. Also, it shall strictly follow all the instructions on Occupational Health, Safety and Environmental compliances as per OMC requirements.
- ix. Service provider shall cover the minimum wages (along with the VDA) as prescribed by the statutory authorities.
- x. The service provider shall install CCTV camera and shall provide access to the authorized persons of OMC in the respective areas to monitor/ audit the operation.
- xi. The service provider shall provide necessary experienced skilled, semi-skilled and technical manpower to ensure that the whole of the work is completed in all respects as per the scope specified in the WO/ agreement.
- xii. The service provider should confirm that they will not exchange any Personal Information/ discussions during the term of the Agreement
- xiii. Data confidentiality is of prime importance for OMC as principal organization. The service provider should ensure that no data is leaked out to any person/ organization without written approval of authorized OMC official. Necessary legal action will be taken if the data is leaked out.
- xiv. The service provider shall be responsible for the safety and security of the man and machineries within the OMC leasehold area.

### **2.3. Responsibility of OMC**

- i. A proper building with three phase electricity and water connection point. For sample preparation, a building/shed to be provided by OMC for all locations.
- ii. All necessary civil, electrical connection with stable and uninterrupted power supply, water etc., will be under the scope of OMC.
- iii. XRF with comprehensive annual maintenance contract to Service Provider to Operate
- iv. OMC shall provide DG set for the Lab building along with the equipment.

- v. The data connectivity, firewall for data protection, cloud fee etc. shall be borne by OMC as per actual.
- vi. If required, OMC shall provide accommodation to the service provider personnel on rental basis as per availability.

#### 2.4. Timeline of Setting up lab services

Sl. No.	Activity	Timeline
1	Award of Work Order	T0
2	Handover Date	T0+45 days
3	Establishment of Wet Lab	T0+120 days
4	NABL accreditation of Wet Lab	T0 +240 Days
4	Installation of XRF Facility (Wherever Required)	T0+270 days
5	NABL Accreditation of Lab with XRF Facility	T0+390 days

Handover Date shall mean the date on which the buildings / site for SPU and Lab Analysis shall be handed over to the Service Provider. If there is change in Handover date, it shall be informed in writing by OMC.

### 3. Deployment of Manpower

- 3.1. The service providers shall deploy activity area wise manpower. The manpower provided in Clause 2.2.4.1 for Sample collection/ Sampling is tentative. The Service Provider shall make its own estimate and shall maintain the manpower as required for fulfillment of all sample collection from different locations.
- 3.2. The above manpower shall be utilized by Service Provider for drawl, preparation / processing of samples and analysis of Sample. The cost towards manpower shall be part of sample analysis charges
- 3.3. The category of manpower for sample collection shall be as follows:

Sl. No.	Category	Wage category with reference to GOI notification
1	Sampling Asst.	Semi-skilled
2	Sampler	Skilled
3	Supervisor/Site- in-charge	Highly skilled

- 3.4. The service provider has to submit payment of wages document to the satisfaction of Labor Welfare and Accounts Section of OMC as per applicable Rules and provisions.
- 3.5. All deployment of manpower for Sample Collection, Sample Preparation and Analysis shall be included by the Service Provider in the analysis charges
- 3.6. The Service provider shall provide the list of Manpower to be involved for sampling & Lab process, along with Qualification & experience with job role. The list should be provided to OMC 15 days prior to the commencement of work.
- 3.7. The activity area and manpower requirement in a mine can increase or decrease as per field conditions and requirement. The increment or decrement of manpower shall be done by Service Provider at its own cost with prior information to OMC.
- 3.8. In respect of all manpower deployed by the service provider for the delivery of services to OMC, the service provider shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- 3.9. The service provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed as provided under the prevailing contract labor (R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

### **3.10. Statutory Laws**

- 3.10.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost.
- 3.10.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, OMC shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 3.10.3. The service provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the OMC and other authorities as and when required under any applicable laws
- 3.10.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non- employment and conditions of service. OMC will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in OMC.
- 3.10.5. There will be no relationship of Employer – Employee between the OMC and manpower engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OMC.
- 3.10.6. The service provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946. In absence of such standing orders, the standing orders of OMC has to be implemented.

### **3.11. Payment of Gratuity Act, 1972**

- 3.11.1. The Service Provider shall abide by the provision of the payment of Gratuity Act, 1972 and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before OMC and/or any other Authorities as per the Applicable Laws as and when required.
- 3.11.2. The Service Provider shall give an undertaking that he will discharge this liability without fail as well as furnish an indemnity bond indemnifying OMC from liabilities whatsoever.



#### **4. Contract period**

- 4.1. The contract period shall be Ten years from the date of the signing of agreement.
- 4.2. OMC management reserves the right to undertake evaluation of the progress of work at any point of the contract period.
- 4.3. At any point of time, OMC may rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.

#### **5. Service Charges:**

The service provider shall be paid service charges under the following heads:

##### **a. Sample Analysis Charges by WET Analytical Process on monthly basis**

- i. Charges per radical for each sample

##### **b. Sample Analysis Charges by XRF on monthly basis**

Note:

- I. Bidder to quote as per Annexure 4.
- II. Sample analysis charges to include all cost incidental to running lab i.e. cost towards maintenance of equipment, manpower cost deployed for sample collection, lab and sample preparation unit, procurement & maintenance of NABL accreditation, Housekeeping, software maintenance, transportation cost, insurance cost, consumables, etc.

#### **6. Payment terms:**

##### **6.1. Payment of analysis charges**

###### **6.1.1. Wet Analysis Charges**

The work value shall be calculated based on the monthly number of samples tested for Wet Processing:

Monthly Charges for Analysis = The accepted awarded rate i.e. arrived after negotiation for analysis of Radicals X Total number of Samples analyzed for it

###### **6.1.2. XRF Analysis Charges**

Monthly Charges for Analysis by XRF = The accepted awarded rate i.e. arrived after negotiation for analysis by XRF X Total number of Samples analyzed for it.

No separate charges shall be paid for Manpower deployed for Sample Preparation Unit and Sample Analysis Lab.

##### **6.2. Processing of Payment**

- 6.2.1. In case of Sample Analysis, the service provider has to submit monthly bill towards the work undertaken indicating the total no. of samples to the concerned QC Manager.
- 6.2.2. The QC Manager after verifying the bill shall forward the bill to Head (Personnel) and Head (Finance) of concerned mine / region. Such authority will verify the attendance register and authenticate the payment through Bank Account including wages sheet and original EPF deposited challan and ECR copy/ ESI (if applicable) deposited challan and member wise contribution of previous month and other documents as required by concerned personnel/ Finance section of OMC. 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. After necessary endorsement, the same shall be forwarded to the Mines Manager or Regional Manager in case of single mine / region within a week.
- 6.2.3. The Mines Manager shall countersign on the face of a bill as a token of scrutiny and forward it to the Regional Manager within a week. In absence of the Mines Manager, the bill shall be forwarded by the Mines Manager I/c for payment. In case of a single mine / region, the Regional Manager shall countersign the bill.
- 6.2.4. The Regional Manager shall endorse the file to the GM (Geology) for processing towards release of payment.
- 6.2.5. Income tax and other statutory deductions as applicable shall be deducted from each running bill and the same shall be deposited with the Government authorities by OMC Ltd. as required under law

## 7. Price Revision

- i. Sample Collection, Preparation and Analysis Charges:

The operations and maintenance charges for running the Laboratory shall be revised on yearly basis based on the price variation formula indicated below:

$$Pr = Po \times \left( 0.15 + 0.60 \times \frac{C_{Ir}}{C_{Io}} + 0.05 \times \frac{W_{mr}}{W_{mo}} + 0.15 \times \frac{W_{cr}}{W_{co}} + 0.05 \times \frac{HSDr}{HSDo} \right)$$

where,

Pr = Revised price as on the date of price revision

Po = Base price as on base date

Clr = Latest available All India Consumer Price Index (AICPI) for industrial workers [All India] at the start of the relevant contract year – as published on the website of Labour Bureau, Government of India (<http://labourbureau.gov.in/>)

Clo = All India Consumer Price Index (AICPI) for industrial workers [All India] as on base date – as published on the website of Labour Bureau, Government of India (<http://labourbureau.gov.in/>)

Wmr = Latest available WPI index for Chemical Equipment and System, on the date of price revision as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

Wmo = WPI index for Chemical Equipment and System as on base date –as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

Wcr = Latest available WPI index for Manufacture of Chemicals and Chemical Products, on the date of price revision as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

Wco = WPI index for Manufacture of Chemicals and Chemical Products, as on base–as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India

HSDr = Retail Selling Price of Diesel in Bhubneswar, as on a date 7 days prior to the date of price revision

HSDo = Retail Selling Price of Diesel in Bhubneswar, as on base date.

The base price for the first price revision for any item shall be the Contract price to be finalized against this tender and the base date for the Price Revision clause shall be defined as below:

- a. For FirstPrice Revision: Date of submission of bid
- b. For Subsequent Price Revisions: Date of last year price revision

All indices shall be measured from the base date. The first price revision shall take place on the completion of 1 year from the opening of price bid date. Subsequent revision shall take place exactly after every 1 year.

The revised price/indices of each year shall be the base price/indices for next yearly revision. Prices w.e.f. start date of Contract till the first revision and also in between subsequent revisions shall remain firm.

## 8. Taxes & Duties

### 8.1. Indirect Taxes

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

- h. Total value of supply of goods or services or both;
  - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
  - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
  - m. Address of delivery where the same is different from the place of supply;
  - n. Whether the tax is payable on reverse charge basis; and
  - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A/2B within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
  - v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
  - vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
  - vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
  - viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

## **8.2. Direct Taxes**

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OMC to the Service Provider in accordance with the provisions of Income Tax Act,1961.

## **9. Liquidated Damages**

If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order / Agreement.

### **9.1. Damages for Delay in Lab Establishment**

In the event that Service Provider does not establish Lab in the prescribed time period as per clause 2.5, within the time period specified in respect thereof (including any extension of time granted); and (ii) the delay has not occurred as a result of breach of the Agreement by OMC or due to Force Majeure, the Service Provider shall pay Damages to OMC of an amount calculated at the rate of 2% (zero point five per cent) of the Annual Contract Value for each month's delay.

Provided, however, that the Damages payable hereunder shall be subject to a maximum amount equal to 10% (Ten per cent) of the Annual Contract Value (excluding GST) and upon reaching such maximum limit, OMC may, in its sole discretion, terminate the Agreement

### **9.2. Damages for Delay in getting NABL Accreditation**

In the event that Service Provider does not get NABL accreditation in the prescribed time period as per clause 2.5, within the time period specified in respect thereof (including any extension of time granted); and (ii) the delay has not occurred as a result of breach of the Agreement by OMC or due to Force Majeure, the Service Provider shall pay Damages to OMC of an amount calculated at the rate of 2% (zero point five per cent) of the Annual Contract Value for each month's delay.

Provided, however, that the Damages payable hereunder shall be subject to a maximum amount equal to 10% (Ten per cent) of the Annual Contract Value (excluding GST) and

upon reaching such maximum limit, OMC may, in its sole discretion, terminate the Agreement.

**9.3. Liquidated Damages for not meeting Turnaround Time(TAT)**

The Turnaround Time for sample analysis shall be 24 Hrs.

If the Service Provider fails to achieve the turnaround time for reasons attributable to the Service Provider other than the fault of OMC & Force Majeure for sample analysis, following Charges for analysis shall be applicable as follows:

#	TAT	Charges for Analysis
1	Less than 24 Hrs	100%
2	Beyond 24 Hrs	No Charges

LD on TAT shall be applicable on monthly basis.

In any month, if the number of Sample where TAT is more than 24 Hrs is less than 10% of total samples tested, no LD shall be applicable

In the event, the default in TAT is more than 10% of Sample in a month and has not occurred as a result of breach of the Agreement by OMC or due to Force Majeure, the Service Provider shall pay Damages to OMC of an amount equal to Charges for sample analysis for the samples beyond 10% for the default in achieving TAT for that month.

GST on LD shall be recovered in addition to the LD amount

9.4. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.

9.5. OMC shall have full liberty to realise the LD through the following ways:

- A. Appropriation of the Performance Security; OR
- B. Appropriation the of EMD (in case provision of Performance Security does not exist); OR
- C. Reduction of the invoice/document value and release of the payment accordingly

- 9.6. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 9.7. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider at Head Office level.

## **10. Termination**

### **10.1. Termination for Service Provider's Default**

#### **10.1.1. Service Provider's Event of Default**

Any of the following events shall constitute an Event of Default by the Service Provider ("Service Provider's Event of Default") unless such event has occurred as a result of Force Majeure or OMC's event of default. The defaults referred to herein shall include:

- (a) The Service Provider does not achieve Timeline in accordance with Clause No. 2.5 and continues to be in default for 180 (one hundred and eighty) days;
- (b) The Service Provider fails to achieve 50% (fifty per cent) of the Monthly Target in any 6 (six) months within any continuous period of 18 (eighteen) months
- (c) The Service Provider commits a Material Breach of Good Industries Practice.
- (d) The Service Provider has abandoned the Facilities for a continuous period of 30 days;
- (e) The Service Provider is in breach of the Operation and Maintenance Requirements or the Safety Requirements, as the case may be;
- (f) The Service Provider fails to renew the Performance Guarantee within 15 (fifteen) days before the expiry of the Performance Guarantee.
- (g) The Service Provider is in Material Breach of any of its obligations under the Agreement and the same has not been remedied for more than 2 (two) months;
- (h) Any promise / representation made, or warranty given by the Service Provider under the Agreement is found to be false or misleading;
- (i) the Service Provider submits to OMC any statement, notice or other document, in written or electronic form, which has a material effect on the OMC's rights, obligations or interests and which is false in material particulars;
- (j) A resolution for voluntary winding up has been passed by the shareholders of the Service Provider;



- (k) Any petition for winding up of the Service Provider has been admitted and liquidator or provisional liquidator has been appointed, or the Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of OMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under the Agreement.
- (l) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- (m) The Service Provider has unlawfully repudiated the Agreement or has otherwise expressed an intention not to be bound by the Agreement
- (n) The Service Provider has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Works and such attachment has continued for a period exceeding 2 (two) months.
- (o) The Service Provider fails to obtain or maintain the Applicable Permits / accreditation in accordance with the provisions of the Agreement;
- (p) an execution levied on any of the assets of the Service Provider has caused a Material Adverse Effect;
- (q) the Service Provider submits to OMC any statement, notice or other document, in written or electronic form, which has a material effect on the OMC's rights, obligations or interests and which is false in material particulars;

#### **10.1.2. Termination due to Service Provider's Event of Default**

- (a) OMC shall, without prejudice to any other right or remedy which OMC may have in respect thereof under the Agreement, upon the occurrence of a Service Provider's Event of Default, be entitled to terminate the Agreement in the manner as set out under this Clause 12.1.2
- (b) If OMC decides to terminate the Agreement pursuant to preceding Clause 12.1.2 (a), it shall in the first instance, issue a preliminary termination notice ("Preliminary Termination Notice") to the Service Provider within 15 (fifteen) days of such Service Provider's Event of Default.
- (c) Within 7 (seven) days of receipt of the Preliminary Termination Notice, the Service Provider shall submit to OMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Service Provider's Proposal to Rectify"). In case of non-submission of the Service Provider's Proposal to Rectify within the said period of 7 (seven) days, OMC shall be

entitled to terminate the Agreement by issuing the Termination Notice.

- (d) If the Service Provider's Proposal to Rectify is submitted within the period stipulated as above, the Service Provider shall have further period of 1 (one) month to remedy / cure the underlying Event of Default. If, however the Service Provider fails to remedy / cure the underlying Event of Default within such further period of 1 (one) month, OMC shall be entitled to terminate the Agreement by issuing Termination Notice.

## **10.2. Termination due to OMC's Event of Default**

### **10.2.1. OMC's Event of Default**

Any of the following events shall constitute an event of default by OMC ("OMC's Event of Default"), unless such event has occurred as a result of a Service Provider's Event of Default or Force Majeure Event:

- (a) OMC has failed to handover Existing Facilities on the Handover Date;
- (b) OMC has failed to make any payments over Rs. 1 (One) Crores payable to the Service Provider and more than 60 (Sixty) days have elapsed since the Payment Due Date, provided that such bill has been raised by Contractor in accordance with the Clause 6 of the Special Conditions of Contract;
- (c) OMC is in Material Breach of any of its obligations under the Agreement and has failed to cure such breach within 2 (two) months of receipt of notice thereof issued by the Service provider;
- (d) OMC on its own volition has repudiated the Agreement or otherwise expressed its intention not to be bound by the Agreement;

### **10.2.2. Termination due to OMC's Event of Default**

- (a) Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under the Agreement, upon the occurrence of OMC's Event of Default, the Service Provider shall be entitled to terminate the Agreement in the manner as set out under this Clause 12.2.2.
- (b) If the Service Provider decides to terminate the Agreement pursuant to proceeding Clause 12.2.2 (a), it shall in the first instance issue Preliminary Termination Notice to OMC. Within 7 (seven) days of receipt of Preliminary Termination Notice, OMC shall forward to the Service Provider its proposal to remedy / cure the underlying Event of Default (the "OMC Proposal to Rectify"). In case of non submission of OMC Proposal to Rectify within the period stipulated as above, Service Provider shall be entitled to terminate the Agreement by issuing Termination Notice.
- (c) If OMC Proposal to Rectify is forwarded to the Service Provider within the period stipulated therefore, OMC shall have further period of 1 (one) month to remedy

/ cure the underlying Event of Default. If, however OMC fails to remedy / cure the underlying Event of Default within such further period of 1 (one) month, the Service Provider shall be entitled to terminate the Agreement by issuing the Termination Notice.

### **10.3. Termination due to Force Majeure Event**

#### **10.3.1. Force Majeure Event**

The Force Majeure events shall be the event as mentioned in Clause 14.1 of “General Conditions of Contract” (GCC)

#### **10.3.2. Termination due to Force Majeure Event**

If a Force Majeure Event described under Clause 14.1 of General Conditions of Contract” (GCC) is, in the reasonable judgment of the Parties, likely to continue beyond a period of 6 (six) months, 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 said period of 6 (six) months, be entitled to terminate the Agreement. Notwithstanding anything inconsistent contained in the Agreement, if a Force Majeure Event is an event described under Clause 14.1(h) of General Conditions of Contract” (GCC), and the same subsists for a period exceeding 2 (two) years, then either Party shall be entitled to terminate the Agreement. Provided however, that in case the Government of Orissa refuses to renew/extend the Mining Lease, or the MoEF, Government of India refuses to renew the Environment Clearance, and such other things as are incidental thereto, then either Party shall be entitled to terminate the Agreement within 30 days of receipt of such refusal letter from the Government of Orissa / Government of India.

### **10.4. Termination Notice**

#### **10.4.1. Issuance of Termination Notice:**

If a Party, having become entitled to do so, decides to terminate the Agreement pursuant to the preceding Clauses 12.1 or 12.2 or 12.3, it shall issue the Termination Notice to the defaulting Party, setting out:

- a. in sufficient detail the underlying Event of Default;
- b. the Termination Date which shall be a date occurring not earlier than 2 (two) months from the date of Termination Notice;
- c. Any other relevant information.

#### **10.4.2. Withdrawal of Termination Notice:**

Any Party is entitled to withdraw the Termination Notice served by it to the other Party, any time before the Termination Date, at its own discretion. Provided that the

Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which occasioned the issue of Termination Notice.

#### **10.4.3. Termination Payment & Return of Lab Facilities**

**10.4.4.** Upon Termination, OMC shall have the first right but not obligation to purchase the equipment & facilities at the Analysis Lab and Sample Preparation Unit, owned by the Service Provider at Buy Out Price. The Buy Out Price payable by OMC shall be lower of:

- i. Book Value of Facilities including equipment installed at Analysis Lab and Sample Preparation Unit.
- ii. Independent Engineer's valuation of Facilities including equipment installed at Analysis Lab and Sample Preparation Unit.

If OMC opts for purchasing the equipment & facilities at the Sample Preparation Unit and Analysis Lab, Independent Engineer shall be appointed jointly. Within 10 (ten) Days after issuing of the Termination Notice (and at least 3 (three) months prior to the Expiry Date, in case of Buy Out at the end of the Term), the Party issuing the Termination Notice shall provide the other Party with a list of acceptable Independent Engineers, who are competent and experienced to certify the Buy-Out Price.

**10.4.5.** OMC shall pay Service Provider Buy Out Price as determined above, and after deduction of any amount due and recoverable by OMC from the Service Provider, as on

- i. Termination Date, or
- ii. Completion of handover by the Service Provides. Whichever is later

The Service Provider shall, on the Expiry Date or Termination Date, as the case may be, hand over vacant and peaceful possession of all facilities and equipment, owned by the Service Provider, to OMC in good operable condition, including spares and tools, technical data, drawings, plans, software, contracts and agreements, intellectual property rights, patents, copyrights, etc. Failure to do so on the part of the Contractor shall devolve a right on OMC to take over unencumbered possession over the Facilities and properties of the Service Provider, if any.

**10.4.6.** OMC discharges / releases the Performance Guarantee submitted by the Contractor.

#### **10.5. Rights of OMC on Termination**

**Upon submission of the Termination Notice by any Party, OMC shall be entitled to:**

- a. enter upon and take possession and control of the Analysis Lab Facilities and Sample Preparation Unit;
- b. prohibit the Service Provider, and any person claiming through or under the Service Provider, from entering upon/ dealing with the Analysis Lab Facilities and Sample Preparation Unit;

- c. Notwithstanding anything contained in the Agreement, OMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever, including but not limited to, obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider in connection with the Services being provided by Service Provider, and the hand over of the Facilities by the Service Provider back to OMC shall be free from any such obligation.

## **11. Survival**

Termination of the Agreement

- shall not relieve the Contractor or OMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

## **12. Change in Law**

12.1. Change in Law shall mean the occurrence or coming into force of any of the following, after the Bid Deadline:

- The enactment of any new Indian law;
- The repeal, modification or re-enactment of any existing Indian law;
- A change in the interpretation or application of any Indian law by a Competent Court.

Provided that Change in Law shall not include:

- Coming into effect, after the Bid Deadline, of any provision or statute which is already in place as of the Bid Deadline,
- Any change in law in a country other than India, which affects the Contractor's capital cost or cost of operations under the Agreement;

### **12.2. Mitigation of effect of Change in Law:**

12.2.1. While determining the consequence of Change in Law under this Clause 14.2, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through Payable Price, to the extent contemplated in this Clause 14.2, the affected Party to the same economic position as if such Change in Law had not occurred.

12.2.2. Provided that the effects of Change in Law under this Article 14 shall not be mitigated to the extent the same are mitigated by the escalations provided in the Payable Price in accordance with the Clause 7

**12.2.3.** The quantum of the mitigation of such Change in Law, and the method of such mitigation, that is, whether in the form of adjustment in the Payable Price or in the form of a lumpsum payment, shall be mutually agreed upon by the Parties.

### **12.3. Notification of Change in Law**

**12.3.1.** Any Party, which is affected by a Change in Law in accordance with this Clause 15 of GCC, and wishes to claim a relief under Change in Law under this Clause, shall give notice to the other Party of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law;

**12.3.2.** Any notice served pursuant to this Clause shall provide, amongst other things, precise details of: o the Change in Law; o the date of impact resulting from the occurrence of this Clause 14; the effects on the Party of such Change in Law, with sufficient proof; o relief sought from the other Party, with sufficient justification

### **12.4. Effectiveness of Change in Law**

**12.4.1.** Within 45 (forty five) days of such notification of Change in Law, the Parties shall discuss and agree on the effects of such Change in Law and the resultant adjustment in the Payable Price. In case the Parties are unable to reach an agreement within the said period, the same shall be resolved in accordance with the Clause 15 of GCC.

**12.4.2.** Provided that the mitigation of such Change in Law shall be applicable with retrospective effective from the date such Change in Law occurred. However, the Payable Price shall be adjusted in accordance with the Clause 14.2, from the date the effects of such Change in Law and the resultant adjustment in the Payable Price are established and finalized in accordance with this Clause 14.4.

### **12.5. Appeal against Change in Law**

**12.5.1.** If the results stated in this Article 14 are brought about by a change in the interpretation of law by a court or tribunal that does not qualify as a Competent Court, the Parties agree that the affected Party shall, at its own cost, appeal against such order/judgment up to the level of the appropriate Competent Court

**12.5.2.** and the right of the affected Party to claim relief under this Article 14 from the other Party on account of Change in Law shall, unless waived in writing by the other Party, shall be dependent on the affected Party taking adequate steps to contest the adverse impact of such change in the interpretation of law.

## **13. Designated nodal officer and key contacts of OMC**

1. Sri Suman Krishna Sit, GM (Geology)

## **14. Limitation of Liability**

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

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

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

- i) Integrated Management System (IMS) policy of OMC – as available on the website of OMC and as may be updated by OMC from time to time
- ii) Sustainable Development Framework (SDF) – The Ministry for Mines, Government of India has implemented a “Star Rating” system for mining leases to promote sustainable development practices, which includes addressing the social impact of resettlement and rehabilitation and key information’s of the mining activity including mines basic information’s environmental safe guard measures, CSR activities as a whole.

A star rating program is the implementation to be given to mining leases for the efforts and initiatives taken for implementation of the SDF. In order to implement its performance with respect to the SDF on environmental, social and operational aspects, OMC has constituted a Sustainable Development Unit (SDU). In this context, the Service Provider shall adhere to implement at its own costs all aspects, requirements and directives of the SDF and SDU as may be applicable to the Service Provider.

## Annexure2A: Proforma of the Agreement to be Signed between OMC and the Service Provider

Ref: [•]

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

BETWEEN

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

AND

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

WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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



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

1. Conditions of Contract

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

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

For and on behalf of Odisha Mining Corporation

(Authorized Representative)

Name:

Designation:

Odisha Mining Corporation

OMC House, Bhubaneswar-751001

For and on behalf of M/s.

(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:

Address:

In presence of the following witnesses

Name:

Designation:

Odisha Mining Corporation

OMC House, Bhubaneswar-751001

Name:

Designation:

Name of the Service Provider:

Address:

Annexure 3: Format for Power of Attorney

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

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

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

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

For

Witnesses

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

1.

2.

Accepted

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

## Annexure 4: Price Bid Format

### 1. Price Bid – Gandhmardhan Lab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	218640		
B	Wet Analysis Charges				
1	Total Fe	Per Sample	10930		
2	SiO <sub>2</sub>	Per Sample	10930		
3	Al <sub>2</sub> O <sub>3</sub>	Per Sample	10930		
4	P	Per Sample	10930		

#### Note:

1. Wet analysis charges are for check samples only.

## 2. Price Bid – DaitriLab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	138090		
B	Wet Analysis Charges				
1	Total Fe	Per Sample	6900		
2	SiO <sub>2</sub>	Per Sample	6900		
3	Al <sub>2</sub> O <sub>3</sub>	Per Sample	6900		
4	P	Per Sample	6900		

### Note:

1. Wet analysis charges are for check samples only.

### 3. Price Bid – KurmitarLab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	138090		
B	Wet Analysis Charges				
1	Total Fe	Per Sample	6900		
2	SiO2	Per Sample	6900		
3	Al2O3	Per Sample	6900		
4	P	Per Sample	6900		

**Note:**

**1. Wet analysis charges are for check samples only.**

#### 4. Price Bid – GualiLab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	565470		
B	Wet Analysis Charges				
1	Total Fe	Per Sample	28279		
2	SiO <sub>2</sub>	Per Sample	28279		
3	Al <sub>2</sub> O <sub>3</sub>	Per Sample	28279		
4	P	Per Sample	28279		

**Note:**

**1. Wet analysis charges are for check samples only.**

## 5. Price Bid – LaxmipurLab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	69040		
B	Wet Analysis Charges				
1	Al <sub>2</sub> O <sub>3</sub>	Per Sample	3450		
2	SiO <sub>2</sub> (T)	Per Sample	3450		
3	Fe <sub>2</sub> O <sub>3</sub>	Per Sample	3450		
4	R-SiO <sub>2</sub>	Per Sample	3450		

### Note:

1. Wet analysis charges are for check samples only.

## 6. Price Bid – Jilling Lab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
A	XRF Analysis Charges	Per Sample	283060		
B	Wet Analysis Charges				
1	Total Fe	Per Sample	14150		
2	SiO <sub>2</sub>	Per Sample	14150		
3	Al <sub>2</sub> O <sub>3</sub>	Per Sample	14150		
4	P	Per Sample	14150		

### Note:

1. Wet analysis charges are for check samples only.



## 7. Price Bid – KaliapaniLab

Sl. No.	Services	UOM	Quantity*	Per Sample Analysis Charges	Total Amount for 10 Years in INR
<b>A</b>	Wet Analysis Charges Per Radical	Per Sample			
<b>1</b>	Cr2O3	Per Sample	32620		
<b>2</b>	Fe2O3	Per Sample	32620		
<b>3</b>	SiO2	Per Sample	32620		
<b>4</b>	Al2O3	Per Sample	32620		
<b>5</b>	MgO	Per Sample	13050		

6	P	Per Sample	13050		
7	CaO	Per Sample	13050		
8	Na2O	Per Sample	13050		
9	K2O	Per Sample	13050		

## Annexure 5: Declaration by the Bidder

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

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

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

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

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

### (to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7)		
2	Incorporation related documents		
3	Proof of payment of Tender Paper Fee		
4	Proof of payment of EMD/ documents related- to exemption from the same		
5	Power of Attorney - Annexure 3		
6	Declaration by the Bidder - Annexure 5		
7	Signed copy of check list with seal - Annexure 6		
8	Bank details – Annexure 7		
9	Indemnity Bond - Annexure 10		
10	Rate of GST – Annexure 11		
11	SA 8000 Compliance – Annexure 12		
12	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

**Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS**

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

**(Please furnish the information in capital letter)**

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

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

### 3. Bank Particulars

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

\* In case of Bidders having Bank account in UNION BANK OF INDIA

### 4. Effective Date

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

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

## Annexure 8: Format for Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) ..... (“SERVICE PROVIDER”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 (“OMC”) has issued a Letter of Award (LoA) dated ..... (the “LoA”) whereby OMC has agreed to engage the Service Provider for ..... (the “agreement”).
- (B) The LOA requires the SERVICE PROVIDER to furnish Performance Security to OMC of a sum of INR \_\_\_\_\_/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of \_\_\_\_\_ (the “Guarantee Period”).
- (C) We, ..... through our branch at .....(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the SERVICE PROVIDER’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from OMC that the SERVICE PROVIDER has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the SERVICE PROVIDER is in default in due and faithful performance of its obligations under the agreement and its decision that the Service Provider is in default shall be

final, and binding on the Bank, notwithstanding any difference between OMC and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Service Provider for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Service Provider before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the SERVICE PROVIDER contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the SERVICE PROVIDER, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the SERVICE PROVIDER or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Service Provider under the agreement .



7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed INR .....
  - ii) The Bank Guarantee shall be valid up to ..... (“Expiry Date including claim period” ..... of the Bank Guarantee).
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or

before ..... (Claim Period of the Bank Guarantee) at our Branch at \_\_\_\_\_ Bhubaneswar.

iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592**)

Signed and Delivered by \_\_\_\_\_ Bank By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

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

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

### Annexure 9: Format for EMD

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

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

B.G. No. Dated: [•]

#### WHEREAS:

- (A) Odisha Mining Corporation Limited, having its office at OMC House, Bhubaneswar – 751 001, Odisha (hereinafter referred to as “OMC”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) has floated a Request for proposal/NIT bearing no. \_\_\_\_\_ dated \_\_\_\_\_ and M/S \_\_\_\_\_ having its {registered office/ office} at \_\_\_\_\_ (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns) have agreed to bid for “ \_\_\_\_\_”(hereinafter referred to as the “Work”) pursuant to the Request for Proposal/NIT being Bid document/NIT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the NIT/“Bid document”) issued in respect of the Work and other related documents (hereinafter collectively referred to as “Bidding Documents”).
- (B) The Bidding Documents require the Bidder to furnish Bid Security to OMC of a sum of INR \_\_\_\_\_/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Bidding Documents, for a period of \_\_\_\_\_(the “Guarantee Period”).
- (C) We, \_\_\_\_\_through our branch at \_\_\_\_\_(Bhubaneswar) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Bid Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC on receipt written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2. A letter from OMC for invocation shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the Bidding Documents and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Bidder, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Bidder for any reason whatsoever.
3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Bidder before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the Bidding Documents or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Bidder contained in the Bidding Documents or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Bidding Documents and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the Bidding Documents or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Bidder under the Bidding Documents.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve

months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Bank Guarantee during its validity and including the claim period, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including Claim period) or until it is released earlier by OMC pursuant to the provisions of the Bidding Documents.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Bidding Documents.
12. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed INR .....
  - ii) The Bank Guarantee shall be valid up to ..... (“Expiry Date including claim period” ..... of the Bank Guarantee).
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ..... (Claim Period of the Bank Guarantee) at our Branch at \_\_\_\_\_(Bhubaneswar)
  - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592**)

Signed and Delivered by \_\_\_\_\_ Bank  
By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.  
(Signature of the Authorized Signatory)  
(Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....  
Full Name.....  
Designation.....  
Power of Attorney No.....  
Date.....  
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)  
Signature.....  
Full Name.....  
(2)  
Signature.....  
Full Name.....

## Annexure 10: Format for Indemnity Bond

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

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

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

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

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

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

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

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

For .....

(Signature with Name and Designation)

Station:

Date:

Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address



## Annexure 11: Rate of GST

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

S No	Description	SAC/HSN Code	Rate of GST
1	XRF Analysis Charges		
2	Wet Analysis Charges		

## Annexure 12: SA 8000 Compliance Format

### A. Basic information

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

### B. Information regarding Social Accountability

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

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

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

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

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

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

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

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

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

**Declaration:**

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

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

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

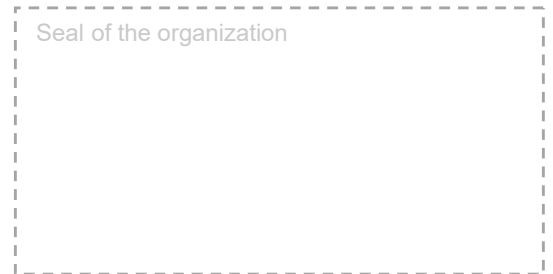
\_\_\_\_\_

(Signature)

Name of the person: \_\_\_\_\_

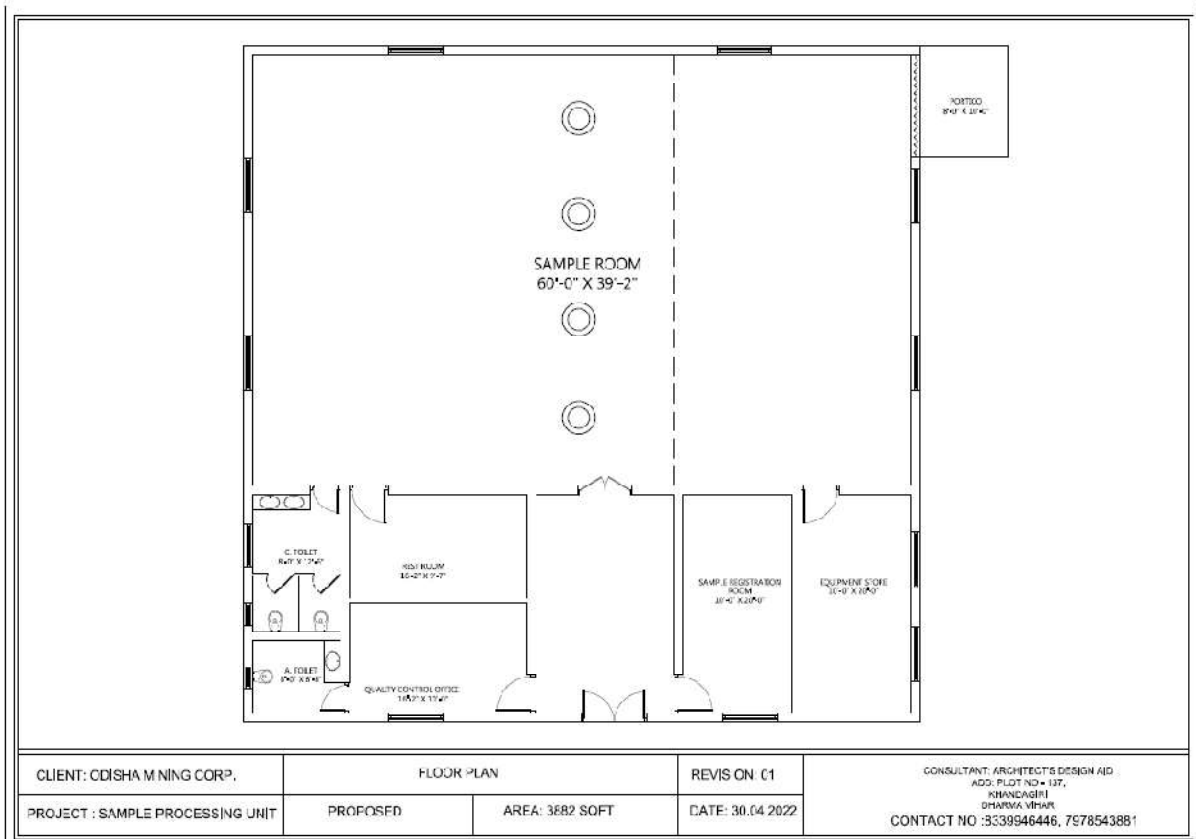
Designation: \_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_



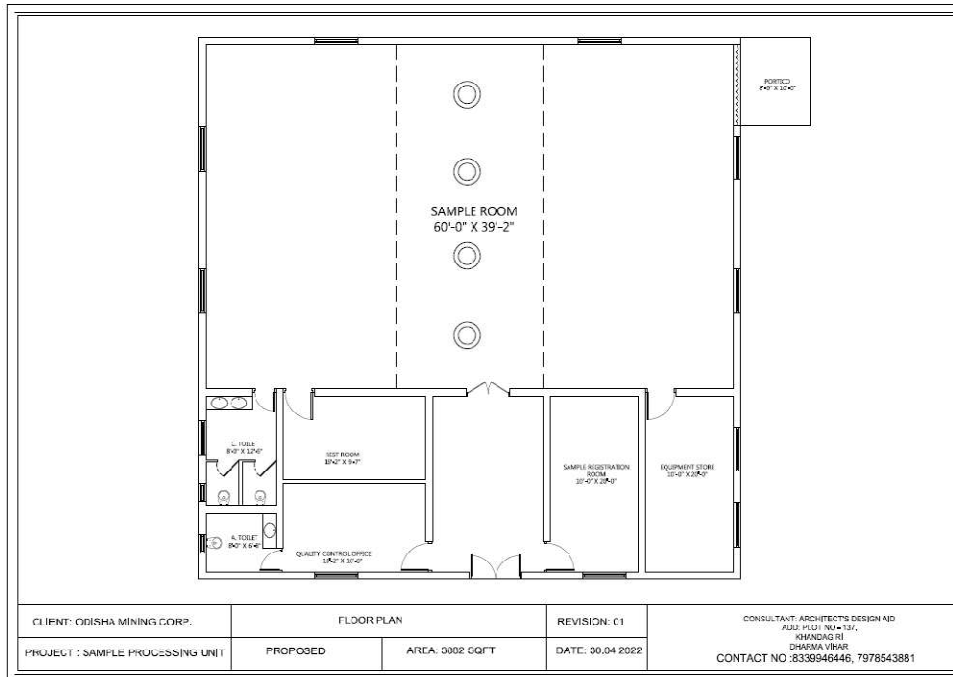
# Annexure 13: Civil Drawing for Establishment of Analysis Lab / SPU

## A. Drawing for SPU

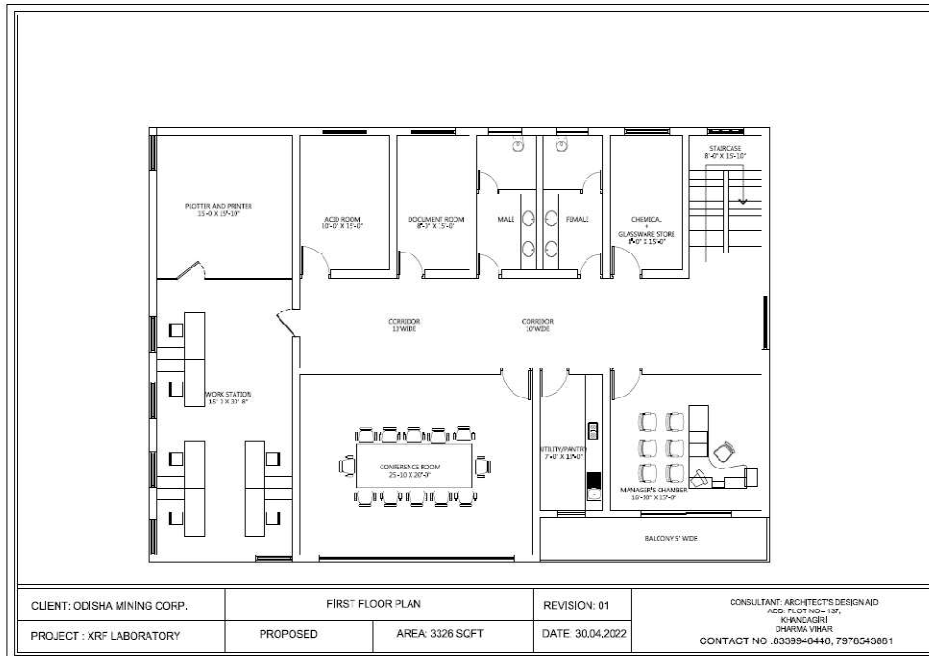


## B. Drawing For Laboratory

### (Ground Floor)



### First Floor



**B. Bangur SPU Drawings**  
To be provided later

**D. Kurmitar Existing Building Drawings**

Please refer attached pdf file below



SCHEDULE OF DOORS & WINDOWS

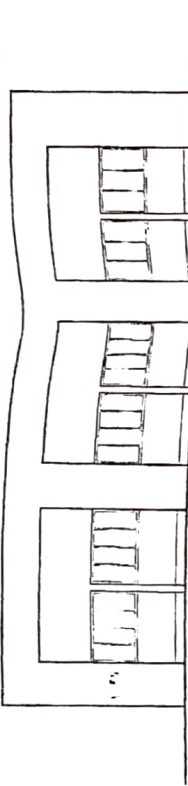
TYPE	OPENING SIZE	FRAME SIZE	LINER LEVEL	DESCRIPTION	QTY
AL1	1500x2700	1480x2690	2700	POWDER COATED ALUMINIUM GLAZED DOUBLE GLAZED ALUMINIUM WINDOW WITH 55mm THK TOUGHENED GLASS	1
AL2	1500x2500	1480x2490	2500	POWDER COATED ALUMINIUM GLAZED DOUBLE GLAZED ALUMINIUM WINDOW WITH 55mm THK TOUGHENED GLASS	2
AL3	1000x2500	980x2490	2500	POWDER COATED ALUMINIUM GLAZED DOUBLE GLAZED ALUMINIUM WINDOW WITH 55mm THK TOUGHENED GLASS	3
D1	1000x2100	980x2090	2100	35 THK LAMINATED FLUSH DOOR SPOUTER WITH PRESSED STEEL FRAME	1
D2	750x2100	730x2090	2100	35 THK LAMINATED FLUSH DOOR SPOUTER WITH PRESSED STEEL FRAME	1
V1	8400x1500	2380x1490	2700	POWDER COATED ALUMINIUM GLAZED DOUBLE GLAZED ALUMINIUM WINDOW WITH 55mm THK TOUGHENED GLASS	10

NOTE:

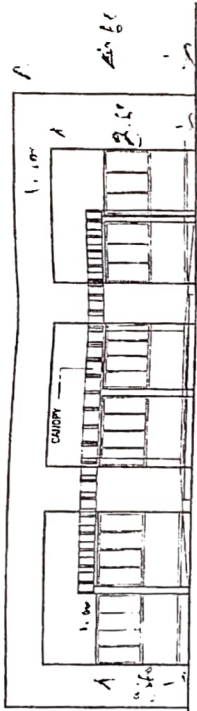
- PROVISION SHALL BE KEPT IN STRUCTURE AND CONSTRUCTION FOR FUTURE ADDITION OF TWO FLOORS.
- CHEMICAL PRODUCTS AND SAMPLE STORAGE CABINET UNDER VORR BEHOUD.
- FOLLOWING UTILITY SERVICES SHALL BE AVAILABLE AT LAB BUILDING BATTERY LIMIT.
  - (a) FILTERED WATER CONNECTION
  - (b) COMPRESSED AIR CONNECTION
  - (c) UPS / BATTERY AND ELECTRIC CONNECTION
  - (d) ARGON GAS / OTHER INERT GAS AND METHANE GAS SHALL BE PRODUCED THROUGH CYLINDER

LEGEND:

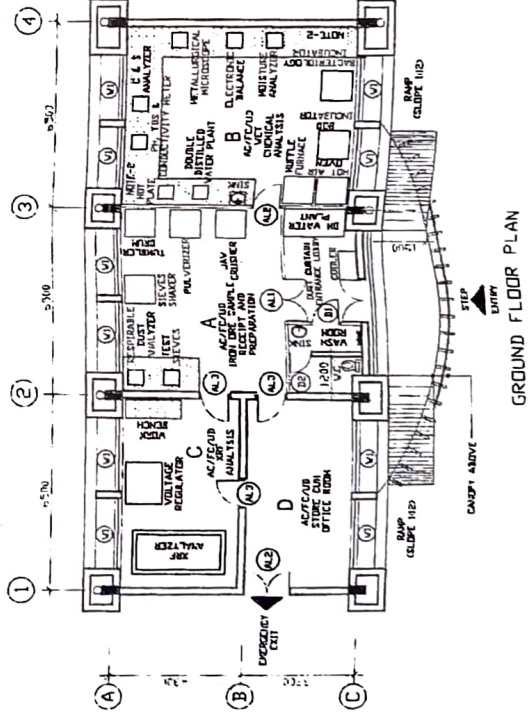
- AC - AIR CONDITIONED
- FC - FALSE CEILING
- UC - UNDER DECK INSULATION
- - VORR BEHOUD



REAR ELEVATION



FRONT ELEVATION



GROUND FLOOR PLAN

Handwritten notes and signatures in the bottom right corner of the plan.

Manager (Civil)  
 OMC, Ltd. Khandadhat

Logos for OMC (Odisha Mining Corporation) and INDA LIMITED.

ODISHA MINING CORPORATION LIMITED  
 KURHITAR IRON ORE MINING PROJECT  
 SUNDARGARH, ODISHA  
 LABORATORY BUILDING LAYOUT

NO.	DATE	REVISION	BY	CHKD.
1	2021.04.12	1		