ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Bid Document

For

Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC

(through e-tendering)

Bid document No: OMC/E-PROC/C&P/022/2026-27 dtd. 01/07/2026

Contents

E-Procurement Notice

Bid document No.: OMC/E-PROC/C&P/022/2026-27 dtd. 01/07/2026

1	Work name	Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 02.07.2026
3	Pre-bid meeting	Date: 13.07.2026, Time: 3:30 PM, through VC
4	Bid Due Date	Date: 03.08.2026; Time: 3.00PM
5	Opening of Techno-Commercial Bid	Date: 03.08.2026; Time: 5.00PM
6	Opening of Price Bid	To be informed to the Technically Qualified Bidders

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

Sd/-

Head (C&P)

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377451, 2377524

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 02.07.2026
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 02.07.2026
	Last date for sending queries to OMC	Date: 09.07.2026
3	Pre-bid meeting	Date: 13.07.2026; Time: 3:30 PM, through VC queries to be sent by email to nandini.pal@odishamining.in & cmc@odishamining.in
4	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 17.07.2026
5	Bid Due Date	Date: 03.08.2026; Time: 3.00 PM
6	Opening of Techno-Commercial Bid	Date: 03.08.2026; Time: 5.00 PM
7	Opening of Price Bid	To be informed to the Technically Qualified Bidders only by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	INR 5,900/-(Rupees Five Thousand and Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) N.B - **Local Micro & Small Enterprises registered in Odisha for similar category of Services, shall be exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit Tender Paper Fee.**
6	Earnest Money Deposit (EMD)	INR 1,79,800/- (Rupees One Lakh Seventy-Nine Thousand Eight Hundred only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) N.B - **Local Micro & Small Enterprises registered in Odisha for similar category of Services, shall be exempted from payment of EMD. Bidders other than above category shall be required to submit EMD.**
7	Amount of Performance Security	10% of the Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Electronic Bank Guarantee in the format provided in Annexure 8 **Note: Local Micro & Small Enterprises registered in Odisha for similar category of Services shall pay 25% of the applicable Performance Security as per data sheet.**
8	Nodal Officer	**Name:** Nandini Nibedita Pal **Designation:** Sr. Manager (Geo, C&P) **Contact no:** 9938589666 **Email id:** nandini.pal@odishamining.in or cmc@odishamining.in
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/E-PROC/C&P/022/2026-27 dtd. 01/07/2026

3. Disclaimer

3.1. This Bid document is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.

3.2. This Bid document includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements, and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Bid document and obtain independent advice from appropriate sources.

3.3. Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

3.4. OMC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.

3.5. Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this Bid document. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

3.6. The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

3.7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.

3.8. No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents. OMC is no way responsible for any internet issues. Therefore, the prospective Bidders are requested to download/ submit their respective Bids much before the closing date and time.

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

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

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

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

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

3.14. The Bid is not transferable.

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
DTCN	Detailed Tender Call Notice
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
ESIC	Employees' State Insurance Corporation
EPFO	Employees' Provident Fund Organisation
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
HSD	High Speed Diesel
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
Labour Codes	Four Labour Codes i.e. The Code on Wages 2019, The Code on Social Security 2020, The Occupational Health, Safety and Working Conditions Code 2020, The Industrial Relations Code 2020
MD	Managing Director
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OMC	Odisha Mining Corporation
PAN	Permanent Account Number

PF	Provident Fund
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

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

5.1. “Applicable Laws” means all laws, labour codes, legislations, statutes, statutory schemes, by-laws, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders/awards/guidelines of any a competent 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, as may be in force and effect during the subsistence of Tender/Agreement;

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

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

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

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

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

5.7. “Bid Validity Period” shall have the meaning given to it in Clause 8.8;

5.8. “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;

5.9. “Financial Criteria” shall have the meaning given to it in Clause 7.2;

5.10. “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;

5.11. “Letter of Award (LoA)” means the written official intimation by OMC notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;

5.12. “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

5.13. “Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide Bid document No. OMC/E-PROC/C&P/022/2026-27 dtd. 01/07/2026 for “Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC” 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(s)/ addendum(s);

5.14. "OMC" means The Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;

5.15. "Pre-bid Meeting" means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;

5.16. "Price Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;

5.17. "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;

5.18. "Revised Price Bid" shall have the meaning given to it in Clause 8.21.1;

5.19. "Selected Bidder" shall have the meaning given to it in Clause 8.21;

5.20. "Successful Bidder" shall have the meaning given to it in Clause 8.22;

5.21. "Technical Criteria" shall have the meaning given to it in Clause 7.1;

5.22. "Technically Qualified Bidder" means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;

5.23. "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 8.15.1;

5.24. "Tender Paper Fee" shall have the meaning as set forth in Clause 8.6;

5.25. "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

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

6. Scope of Services

6.1. The selected Service Provider shall provide the following deliverables to OMC as per the below mentioned timeframe

Name/ type of services	Brief description	No of Mines	Contract Period
Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC	Evaluation or assessment of forestry/plantation/greenbelt activities implemented under the Annual Plantation Program across various mining units of OMC, covering all historical plantations up to FY 2025-26 (with special thrust upon FY 2019-20 to FY 2025-26), and develop a Biodiversity Performance Index (BPI) Framework with baseline mine-wise ranking system using identifiable, quantifiable metrics	19 mines divided into 9 Clusters	18 (Eighteen) Months from the effective date of contract

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

6.3. The "General Conditions of Contract-Services" as enclosed in the tender at Annexure 1 and "Special Conditions of Contract" as enclosed in the tender at Annexure 2, shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

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

Sl. No.	Criteria	Required Documents
7.1	<u>**Technical Criteria**</u>	
7.1.1	The Bidder must have successfully executed similar work of cumulative value not less than Rs. 60.00 (Sixty) Lakh excluding GST during the last 5 (five) years. The minimum order value for a single order shall not be less than Rs. 5.00 (Five) Lakhs excluding GST. "Similar Work" shall mean the Bidder should have successfully executed any of the following work/projects for State/Central Government, PSU, or private sector clients: i) Projects or assignments involving field-based tree inventorization and/or greenbelt survey and/or plantation assessment, etc.; **OR** ii) Biodiversity / ecological assessment such as flora identification, assessment of native and invasive species composition, evaluation of ecological condition, diversity, integrity etc.; **OR** iii) Third-party or independent evaluations of afforestation/ plantation/ forestry/ biodiversity programme or critical habitat assessments or ecological survey; **OR** iv) Development of environmental / ecological / biodiversity performance index or scoring framework, or ranking system for site(s) (e.g., mines, industrial units, forests); **OR** v) Assignments involving formulation of Biodiversity and/or wildlife Conservation/Management Plans and/or any state specific or region-specific Biodiversity Survey and action plans involving environmental or ecological interventions, etc. **OR** vi) Environment & Social (E&S) audit/assessment for mining or industrial projects /formulation of ESG framework or TNFD related disclosure assignments or climate change and/or environmental compliance assignments or environmental performance related assignments, etc. **OR** vii) Assessment of the effectiveness of ecological interventions such as greenbelts, plantations, biodiversity management measures etc. using defined indicators.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and b) Completion certificate/ Part Completion certificate/ Certificate of part/Final Payment (COFP)/ proof of release of performance security/ any other documentary evidence that can substantiate satisfactory execution of the contracts from their clients/employers c) For ongoing projects, only the billed amount certified and accepted by the client (as evident from interim payment certificates, or client-issued work completion certificates for partial scope) up to 30/06/2026 shall be considered. d) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers **Note:** • In case the completion certificate is not available from the client/employer, certificate signed by the statutory auditor of the bidder, certifying value of the Similar Completed Services/extent of completion of ongoing services shall be submitted. • For ongoing projects, only the billed amount certified and accepted by the client (as evident from interim payment certificates, or client-issued work completion certificates for partial

Sl. No.	Criteria	Required Documents
	Note: Applicable 5 (five) years shall be preceding five financial years of the bid due date (i.e. FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26)	scope) up to 30th June 2026 shall be considered. *Statutory auditor: Auditor who is signing the last financial year Balance Sheet and Profit & Loss Statement of the Bidder.
7.1.2	The Bidder must have at least 40 nos. of full time employees on its role as on 31st March 2026.	Declaration on Company Letter Head by CEO/ CFO/ Director /HR Head of the Company certifying the number of employees with name, employee ID, EPF number, qualification and year of experience.
7.2	**Financial Criteria** Average Annual financial turnover of the Bidder during the last 3 (three) financial years should be at least Rs. 5.00 (Five) Crore. **Note:** Applicable 3 (three) financial years - FY 2022-23, FY 2023-24 and FY 2024-25	Copies of audited financial statements (Balance sheet and Profit & loss statement)
7.3	Other Criteria	
7.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm iv) a Proprietorship firm/ concern	Copies of i) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association ii) Registered partnership firm • Registration certificate • Deed of Partnership iii) LLP firm • Certificate of Incorporation • Deed of Partnership iv) Proprietorship/ Concern Any statutory document showing the name of the firm along with the name of the Proprietor of the Proprietorship firm/ concern.
7.3.2	The Bidder should have valid PAN and GSTIN registration on the date of submission of the Bid.	▪ Copy of PAN ▪ Copy of valid GST registration certificate – REG 06
7.3.3	The Bidder should not have been banned/ blacklisted by OMC or any Government Organization or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details

Sl. No.	Criteria	Required Documents
		b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

Note

a. The word executed means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.

b. Bidding in the form of a **Consortium and Joint Venture are NOT allowed**.

c. Any document submitted by the Bidder if found forged/ false, the Bidder shall be liable for appropriate action under the Bharatiya Nyaya Sanhita, 2023 at any point of time during the bid evaluation process or during the execution of Work.

8. Instruction to Bidders

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

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

8.3 E-tendering process is mentioned in Chapter 10.

8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.

8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Registered Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder The format for the Power of Attorney is given in Annexure 3 of this Bid document. In case of a Company, the Power of Attorney shall be accompanied with the copy of the relevant Board Resolution Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

8.6 Tender Paper Fee

8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha (registered in Odisha State only), are required to attach scanned copy of relevant documents duly self-attested evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. **For clarity, it is being clarified that the Bidders registered in Micro & Small Enterprises (MSE) category in the State of Odisha for similar category of Services are exempted from payment of Tender Fee**. **Bidders other than above category shall be required to submit Tender Paper Fee.** The Bidder, who does not submit Tender Paper Fee claiming exemption and does not submit relevant document in support of exemption, are ineligible for bidding and such bids 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 interest free Earnest Money Deposit; the amount of the EMD has been indicated in the Data Sheet.

8.7.2 Mode of Payment:

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

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

8.7.3 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of 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 (registered in Odisha State only), are required to attach scanned copy of relevant documents duly self-attested evidencing such exemption granted and signed copy of Bid Securing Declaration as per Annexure-14, along with the Techno-Commercial Bid document while submitting online**. For clarity, it is being clarified that the Bidders registered in Micro & Small Enterprises (MSE) category in the State of Odisha for similar category of Services are exempted from payment of EMD**. **Bidders other than above category shall be required to submit EMD.** The Bidder, who does not submit EMD amount claiming exemption but does not submit relevant document in support of exemption, are ineligible for bidding and such bids 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 <u>Forfeiture of EMD</u>: 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 or till signing of the Agreement (for Selected Bidder(s));

ii) if the Selected Bidder(s) fails to acknowledge, execute and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;

iii) if the Selected Bidder(s) 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;

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 and such bid will not be evaluated further.

8.9 Issue of clarifications: Bidders can 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 within the stipulated period shall be published by OMC on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. Therefore, the Bidders are requested to visit the website of OMC as well as the e-procurement portal of the Government to get themselves updated. In order to give Bidders reasonable amounts of time to consider 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/ she is proficient in both languages in order to translate the document and that the translation is complete and accurate.

8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

8.15.1 **Techno-Commercial Bid:** Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of all the documents as indicated in the Checklist -Annexure 6 of the Tender along with copy of Signed Checklist.

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 available in the e-procurement portal against this tender.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation as well as for submission forged documents. Apart from other conditions, material deviation 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 at its own discretion request any bidder to submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2. Documents which are of mandatory in nature and non-submission thereof entails rejection of the Bid, cannot be accepted under this clause.

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 in all respect or not and whether the required documents have been submitted in the correct formats or not and whether the documents have been properly signed by the Authorized Signatory or not, and whether the Techno-Commercial Bid is in order or not. The Bidder should conform 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 in accordance with the Terms and Conditions of the Bid Document, will be rejected by OMC, and cannot subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

8.19.3 If required/ necessary, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, with respect to any doubts or illegible documents. If there is no doubt on the uploaded documents, no clarification is required to be called from any Bidder. 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. In case of necessity, the authority inviting bid reserves the right to call for any additional document for wider participation. 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 documents called for/ sought for, 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 called for/ asked for by OMC will be allowed and even if submitted, they will not be considered by OMC. The Authority inviting Bid is not bound to accept/ consider any additional document submitted by the Bidder on his/ her/ its own will, without being called for to do so.

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

8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a Technical Marks 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
1	**Technical Capability**	**40**		
1A	The Bidder should have experience of successfully execution of similar work a) Cumulative value of Rs. 60.00 (Sixty) Lakhs during the last 5 (five) years. b) Cumulative value of more than 60.00 (Sixty) Lakhs to up to 90.00 (Ninety) Lakhs during the last 5 (five) years. c) Cumulative value of more than 90.00 (Ninety) Lakhs during the last 5 (five) years. Note: i) "Similar Work" as described in clause 7.1.1 shall be applicable for this. ii) Applicable 5 (five) years shall be preceding five financial years of the bid due date (i.e. FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26)	30	a) 20 Marks b) Additional 5 marks c) Additional 5 marks	Documents as required for Clause 7.1.1 shall be applicable for this
1B	The Bidder should have experience of successfully execution of similar work in the following sectors in the last 5 (five) years: i) Mining Industry or State/ Central Forest Department(s) projects ii) Projects executed in the State of Odisha Note:	10	i) 2.5 Marks for each project, Maximum 5 Marks ii) 2.5 Marks for each project, Maximum 5 Marks	Documents as required for Clause 7.1.1 shall be applicable for this

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	i) "Similar Work" as described in clause 7.1.1 shall be applicable for this. ii) Applicable 5 (five) years shall be preceding five financial years of the bid due date (i.e. FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26)			
1C	No of full time employees on Bidder's role as on 31st March 2026. a) Minimum 40 nos. of employees b) 41 to 70 nos. of employees c) more than 70 nos. of employees	10	a) 5 Marks b) Additional 2.5 marks c) Additional 2.5 marks	Declaration on Company Letter Head by CEO/ CFO/ Director /HR Head of the Company certifying the number of professionals with name, employee ID, EPF number, qualification and year of experience.
2	**Financial Capability**	**20**		
2A	Average annual financial turnover of the Bidder during the last 3 (three) financial years (a)Rs. 5.00 Cr. (b) >Rs. 5-10 Cr. (c) More than 10 Cr. Applicable 3 (three) financial years - FY 2022-23 , FY 2023-24 and FY 2024-25	20	a) 15 Marks (b) Additional 2.5 marks (c) Additional 2.5 marks	Documents as required for Clause 7.2 shall be applicable for this
3	**Approach and Methodology**	**30**		
3A	Technical Presentation shall be evaluated based on the following: i) Understanding of the assignment ii) Approach and Methodology	30	• Only those bidders who will fulfil the Eligibility criteria (as given in Chapter 7) would be asked to give a presentation on their proposal. • Copy of Presentation to be submitted at least one day before the declared date of	

#	Criteria	Maximum score	Marking scheme	Documents to be submitted as part of the Techno-Commercial Bid
	iii) Work Plan with timeline and deliverable against each stage/activities- PERT chart clearly showing sequential and parallel activities. All the activities covering entire project life cycle shall be covered. iv) Standard operating procedures to be adopted v) Resource deployment plan vi) Risk management & mitigation plan		presentation through mail to cmc@odishamining.in	
Technical Marks		**100**		

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 as per clause 8.19.5.

8.19.8 The bidder who obtains the highest Technical Marks as per clause 8.19.6. shall be assigned a Technical Score, T_s of 100. All other technically qualified bidders shall be assigned a Technical Score, T_s based on the following formula

$$\mathbf{T_s} = 100 \text{ X } \frac{\text{Total technical marks awarded to the bidder}}{\text{Highest technical marks awarded among the technically qualified bidders}}$$

8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders through e-procurement portal or system generated e-mail/sms; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be generated in the e-procurement portal after price evaluation.

8.20.2 The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score, Fs of 100. All the other Price Bids corresponding the Technically acceptable bids shall be assigned a Financial Score, Fs based on the following formula:

$$\text{Fs} = 100 \text{ X } \frac{\text{Lowest Price Bid received among the technically qualified bidders}}{\text{Evaluated Bid price}}$$

For evaluation of the price Bid of the agency, the price bid as received as per Annexure 4 will be considered.

8.21 Selected Bidder:

8.21.1 Preferred Bidder shall be selected through QCBS (Quality cum cost-based system) method. The technical and price bids will be given weightage in the ratio of 70:30.

The Combined Evaluated Bid Score, B shall be calculated as follows:

B = Ts X 70% + Fs X 30%

Where,
Ts – Technical score
Fs – Financial score

The Bidder who achieves the Highest Combined Evaluated Bid Score will be ranked as H-1 and rest of the bidders will be ranked sequentially basis Combined Evaluated Bid Score as H-2, H-3 and so on.
The Bidder who achieves the Highest Combined Score (H-1) shall be the Preferred/Selected Bidder.

LoA shall be issued to the Selected Bidder. 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 7 (seven) days of issue thereof and submit the Performance Security within 15 (fifteen) days of issue of LOA, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by OMC.

8.21.2 Tie-Bidders:
In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have the same Combined Score, the Bidder with the highest Technical Score shall be considered as the Preferred Bidder.

8.22 **<u>Signing of Agreement</u>**: Within 15 (Fifteen) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred/Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by OMC. In such a case, OMC reserves the right to approach and negotiate with the Bidder who has submitted the next lowest Price Bid and ask such Bidder to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Preferred/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 <u>Performance Security</u>: The performance Security amount shall be 10% of the Contract Value (excluding taxes). 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 (BG) /Electronic Bank Guarantee (E-BG) 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 favour of OMC Ltd., Bhubaneswar, Odisha. Performance Security in the form of BG /E-

BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar. The Performance Security shall be valid for 15 (Fifteen) months plus the claim period.

Failure to submit the Performance Security within the stipulated period by the Preferred/Selected Bidder, shall entail forfeiture of the EMD and the process for holidaying/ banning/ blacklisting of the Selected Bidder may be initiated by OMC.

9. Additional Instructions to Bidders

9.1 Site Visit:

9.1.1 Bidders may visit and apprise themselves of the site conditions and its surroundings and obtain for himself/ herself/ itself, on its/ his/ her own responsibility, all information that may be necessary for preparing their Bids.

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

9.1.3 Bidders who are interested to visit the site shall inform the below officials at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

Sl. No.	Location/Mines	Contact Person	Designation	Contact No.
1	Kodingamali Bauxite Mine	Shri Birendra Kumar Jena	Manager (F&E)	8114395177
2	Ampavalli Limestone Mine			
3	South Kaliapani Mine)			
4	Sukurangi Chromite Mine)			
5	Govindpur			
6	Narangarh			
7	Teligarh			
8	Sukhuapoda			
9	Kurmitar Mine			
10	Dubuna Sakradihi Iron ore Mine			
11	Unchabali (Mahaparbat) Iron ore Mine			
12	Guali Iron Ore Mine			
13	Khandbandh Iron Ore Mine			
14	Jilling Langalotta Iron Ore Mine			
15	Roida-C Iron Ore Mine			
16	Banspani Iron Ore Mine			
17	Tiringpahar Iron Ore Mine			
18	Gandhamardan- A&B Iron Ore Mine			
19	Daitari Iron Ore Mine			

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

9.2 Pre-bid meeting:

9.2.1 A pre-bid meeting shall be organized by OMC. The date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working day before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.

9.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder can attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

10.Additional Information on E-tendering process

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

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

10.3 Deleted

10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I and the Price Bid is to be submitted in Cover-II.

10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD

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

10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document. OMC will not be responsible for any internet issues. Therefore, the bids be submitted much before the closing date and time. No complaint shall be entertained by OMC regarding internet issues on the last date of submission of Bids.

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

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

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

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

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

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

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

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

10.8 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. In case of receipt of single bid, the Techno-Commercial Bid shall not be opened on scheduled Bid Opening date.. However, if single Bid is received even after extension(s) of Bid Opening date, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.

10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may call for/ ask Bidders to provide clarifications on their bid or provide documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any documents which are not specifically called for/ asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. The Authority inviting the Bid is not bound to accept/ consider any additional document submitted by any Bidder on his/ her/ its own will without being called for to do so. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

10.10 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

10.11 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.

10.12 Upon approval and completion of the due process of OMC, the 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 Price” or “Contract Value” shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of 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 “Contractor” shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;

1.5 "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

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

3. Instructions, Direction & Correspondence

3.1 All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.

3.2 All the work shall be carried out under the direction of and to the satisfaction of OMC.

3.3 All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the Service Order / Agreement.

3.4 Invoices for payment against Service Order / Agreement shall be addressed to OMC.

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

4. Service Order / Agreement Obligations

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

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

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

5. Modification in Service Order / Agreement

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

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

6. Use of Service Order / Agreement Documents & Information

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

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

7. Patent Rights, Liability & Compliance of Regulations

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

7.2 The Service Provider shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.

7.3 Service Provider shall be responsible for compliance with all requirements under the laws /labour codes 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/her 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/warrantee/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 released at Regional Office level/Head Office 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 may be released within 30 (thirty) days after receipt of the Bill/ Invoice along with all the relevant documents complete in all respects.

10.5 No interest charges for delay in payments, if any, shall be payable by OMC. The Service Provider shall not claim any interest for delay in payments, if any.

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. It is the obligation of the Service Provider to submit the Bill complete in all respect, so as to enable the OMC to release the payments within the stipulated period, provided there is no other impediment.

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

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 terminated and awarded to another entity at his/ her/ its risk and cost. Further the Service Order/Agreement could be terminated by OMC if:

i) There is a force-majeure situation,
ii) Service Provider has given false declaration or forged document including Affidavit along with the Bid/ during the Bidding process.
iii) There is conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,
iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority of OMC,

vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,

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

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

12.2 For Termination of the agreement by the Service Provider, the Service provide shall give a prior notice of 3 months to OMC. However, the Service Provider may note that such Termination is subjected to forfeiture of security deposit/ performance security submitted by them.

13. Right to risk for procurement / rendering of services

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

14. Force Majeure

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

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

B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

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

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

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

14.5 Notice to workers/employees and protect their rights and intimation to concerned Statutory Authorities as applicable under various Labour Laws/Rules, especially regarding lay-off, retrenchment as applicable & compliance as applicable.

15. Dispute Resolution

15.1 Any dispute, difference or controversy 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/ her/ its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, labour codes, 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 any other Service Order(s) / Agreement(s) 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 prior 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. Holiday Listing/Banning/Blacklisting

22.1 Circumstances of Holiday Listing

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

i. not responded to request for quotations/tenders consecutively 3 times without furnishing a valid reason,

ii. performance is below specified standard and/or below approved /specified limits,

iii. the service provider is undergoing any process for removal from registration and consequently banning and blacklisting.

22.2 Circumstances of Banning

Banning 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 the business concern/entity refuses / fails to return OMC's dues without adequate cause;

iii. If violation of important conditions of contract/agreement.
iv. Any other violation as may be decided by the competent authority (MD)

22.3 **Circumstances of Blacklisting**

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

i. If security consideration of the state i.e., any action that jeopardize the security of the State.
ii. 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.
iii. If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
iv. 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.
v. If submission of false/fabricated/forged documents for consideration of a tender
vi. Any other violation as may be decided by the competent authority (MD)

23. Insurance

23.1 The Service Provider shall obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of the contract Period. Insurance shall cover personnel injury or death.

23.2 Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/ Head of Department or his/ her nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

23.3 If the Service Provider does not provide any of the policies and certificates required, OMC may take insurance which the Service Provider should have obtained and recover the premiums amounts from payments otherwise due to the Service Provider.

24. Statutory and Legal requirements

24.1 The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970/ The Occupational Safety, Health and Working Conditions Code’2020 and shall bear all necessary expenses in this regard.

24.2 The Service Provider at it’s own cost, observe, perform and comply with the provisions of the applicable Acts, Labour Codes, Rules, Statutes & Laws. In case the Service Provider fails to observe, perform and discharge its/his/her obligation under the Applicable Laws & Labour Codes, OMC shall recover from the Service Provider any cost or expenses that it may have incurred, or incurred or suffered on account of the Service Provider's failure to observe or comply with Applicable Laws/Labour Codes. The Service Provider shall maintain such registers & records and file such returns, as required under various statutes, for production of the same before OMC and/or other statutory authorities prescribed in this behalf as & when required. 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. The Service Provider shall abide by all applicable statutory provisions including safety, health, welfare measures & working conditions under Four Labour Codes (i.e. The Code on Wages'2019, The Code on Social Security 2020, The Industrial Relations Code 2020 and The Occupational Safety, Health and Working Conditions Code 2020)

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. The Selected Bidder shall fill and submit the signed copy of Annexure – 9 "SA 8000 Compliance" format before signing of the Agreement.

25.2 ISO certification: OMC is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

26. Safety

26.1 The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws and labour codes concerning mine safety and as applicable and relevant to its scope of services in the mining area. 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 as applicable. The Service Provider shall ensure that its operations create no hazards or disturbances 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. The Service Provider shall ensure the notice of accidents & dangerous occurrence in accordance with provisions of the Occupational Health, Safety and Working Conditions Code 2020.

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. The amount so paid by OMC on behalf of the Service Provider can also be recovered from the other Contracts of the Service Provider with OMC. If the amount so paid by OMC cannot be recovered in either of the two modes, in that event, the amount so paid by OMC on behalf of the Service Provider shall be treated as a Public Demand and recovered as per the provisions of O.P.D.R. Act, 1962 & Rules framed thereunder/ Civil suit may be instituted against the Service Provider for the purpose.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract shall 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 respective clauses of General Conditions of Contract to the extent of that inconsistency.

2. Background:

Odisha Mining Corporation Limited (OMC) is a Gold Category Public Sector Undertaking (PSU) established on 16 May 1956 as a joint venture company between Government of Odisha and Government of India to explore and harness mineral wealth of Odisha and make value addition. Subsequently, on 17 November 1961, OMC became a wholly State-owned Corporation of Government of Odisha. The major minerals mined by OMC are chrome, iron, bauxite and manganese ore which cater to the requirement of mineral-based industries such as steel, sponge iron, pig iron, ferro-manganese, ferro-chrome, aluminium etc.

In the last six and a half decades, OMC has come a long way, and today, the wholly owned Corporation of the Government of Odisha has established itself as the fastest and one of the largest mining companies in India.

3. Scope of work, service requirements including technical parameters

Odisha Mining Corporation Limited (OMC) intends to onboard a third-party agency for the comprehensive assessment of all forestry / plantation / greenbelt activities implemented across various mining units of OMC. This shall include:

(i) All historical plantations raised under the Annual Plantation Program or any other scheme, from the earliest records up to FY 2025-26; and

(ii) A special thrust on the period FY 2019-20 to FY 2025-26, for which detailed contract-wise records, work orders, and purchase documents are readily available.

The assessment shall not be limited to the special thrust period. The agency shall survey and evaluate all existing greenbelt / plantation cover regardless of the year of planting.

The primary objective is to review plantation performance, assess alignment of annual plantation activities with applicable provisions, and provide technical insights for strengthening greenbelt development. The assignment is designed to enable the selected agency to carry out a comprehensive greenbelt and Biodiversity Performance assessment at each site.

3.1. Details of the Mines

For the purpose of understanding the scale, diversity, and geographical spread of assignments under this tender, a consolidated list of assessment units and cluster-wise plantation/greenbelt areas is set out below. This list defines the minimum scope of survey and assessment. This scope is indicative and shall serve as the basis for preparation of the proposal.

It reflects the range of mines and clusters where evaluation, verification, and biodiversity performance assessment are expected to be undertaken, covering varied ecological conditions and plantation interventions across OMC's operating units.

The details of the 19 (Nineteen) mines where evaluation is to be done are listed below:

			Details for Thrust Period (2019-20 to 2025-26)	
Sl. No.	Cluster	Name of Mine	Area in Ha	Total No of Plantation
1	Cluster-1	Kodingamali Bauxite Mine	13.89	22224
2		Ampavalli Limestone Mine	0.31	500
		Sub Total of Cluster-1	**14.20**	**22724**
3	Cluster-2	South Kaliapani Mine)	**47.09**	**75336**
4	Cluster-3	Sukurangi Chromite Mine)	**36.06**	**57697**
5	Cluster-4	Govindpur	0.2	320
6		Narangarh	0.2	320
7		Teligarh	0.1	160
8		Sukhuapoda	3.13	5000
		Sub Total of Cluster-4	**3.63**	**5800**
9	Cluster-5	Kurmitar Mine	**7.08**	**11320**
10	Cluster-6	Dubuna Sakradihi Iron ore Mine	3.95	6320
11		Unchabali (Mahaparbat) Iron ore Mine	1.25	2004
12		Guali Iron Ore Mine	4	6400
		Sub Total of Cluster-6	**9.2**	**14724**
13	Cluster-7	Khandbandh Iron Ore Mine	4.66	7456
14		Jilling Langalotta Iron Ore Mine	6.5	10400
15		Roida-C Iron Ore Mine	6.96	11141
16		Banspani Iron Ore Mine	1.85	2960
17		Tiringpahar Iron Ore Mine	1.05	1686
		Sub Total of Cluster-7	**21.03**	**33643**
18	Cluster-8	Gandhamardan- A&B Iron Ore Mine	18.75	30000
18A		Gandhamardan-A Iron Ore Mine*	9.98	15963
18B		Gandhamardan-B Iron Ore Mine*	32.41	51856
		Sub Total of Cluster-8	**61.14**	**97819**
19	Cluster-9	Daitari Iron Ore Mine	**1.5**	**2400**
Total			**200.91**	**321463**

Note:

Note:

i) For the purpose of field survey / data collection, the agency may undertake assessment of Gandhamardan-A and Gandhamardan-B separately if required, given that historical work orders, purchase documents, and plantation records may be available under distinct lease names.

ii) However, for the purpose of reporting, Biodiversity Performance Index (BPI) scoring, and mine-wise ranking, the agency shall compile and present the data as a single mining unit under the name "Gandhamardan Amalgamated Lease".

iii) The agency shall ensure that no duplication of area or plantation is counted when consolidating the two leases of Gandhamardan into one report.

iv) For all other mines in OMC's portfolio, one mine = one survey report, unless otherwise specified.

v) The scale of work indicated in the table above represents the plantation area actually raised during the FY 2019-20 to FY 2025–26. However, for the purpose of formulation of proposal, bidders shall note that the total existing plantation / greenbelt area (including safety zones and older/historic plantations) to be surveyed is estimated to be approximately 50% (fifty percent) higher than the tabulated area/numbers. Bidders shall factor this estimated additional area into their survey methodology, sampling design, and commercial quote.

3.2. Scope of Work:

The scope of work is structured into four modules, with specific deliverables defined for each phase.

3.2.1 Module 1: Planning Phase

a. The Agency shall prepare a detailed plan for completion of the scope of work as per requirement and within the given timeline. Accordingly, one kick-off meeting shall be arranged within 2 weeks from the effective date of contract. The agency shall mandatorily prepare and share following details before the commencement of field activities:
   i) Project Team Composition & Credentials: A detailed organizational chart of the core team assigned to the project, mapping each team member's role including the Project Manager, Lead Auditor, GIS/RS Specialist, Forestry Experts, and Field Biologists/Taxonomist, etc., and their relevant qualifications (academic and professional), and specific prior experience related to plantation audits, ecological monitoring, or greenbelt assessment.
   ii) Salient features of methodology to be adopted.
   iii) Detailed Project Schedule: A mine-wise Gantt chart or equivalent project timeline covering the entire contract duration must be delineated, showing the planned start and end dates for desk review, field visits, data analysis, and reporting, etc.

b. Finalization of the Workplan: The agency shall revise its work plan (including proposed methodology and work schedule) based on the observations of OMC as raised during the Kick-Off Meeting.

3.2.2 Module 2: Desk Review

Before finalizing its methodology, the agency shall undertake a structured review of relevant documentation provided by OMC. This will include regulatory approvals (EC, FC, CTO), plantation-related provisions in the approved mining plans and EIA/EMP reports, compliance submissions (six-monthly EC reports, Annual Environmental Statement, Report/returns submitted on Progressive Mine Closure Plan), and internal records (annual plantation proposals, work orders, contracts, verification journals, fund utilization records, etc.). The purpose of this review is to ensure the agency's approach is aligned with statutory commitments and past performance data, while also identifying gaps and opportunities for improvement.

Deliverable from this Phase: The findings and insights from this comprehensive review shall be explicitly summarized and referenced in the agency's **Inception Report** (Draft version -Soft copy only followed by Final version-both Hard (2 Sets) as well as Soft Copy). The Inception Report shall consolidate the findings of the desk review and outline the proposed methodology for the assignment. It will serve as the foundation document guiding subsequent phases. The report shall include but not limited to the following:

- **Scope of desk analysis:** Summary of documents reviewed (regulatory approvals, plantation records, compliance submissions, internal proposals, contracts, fund utilization records) and key insights relevant to plantation performance.
- **Sampling strategy and site selection rationale:** Criteria for selecting representative sites across mining units, including stratification by plantation year, species mix, and ecological conditions.
- **Data collection parameters:** Definition of parameters to be measured, such as survival rate, growth performance, species diversity, native vs. exotic composition, and indicators of habitat enrichment.
- **Use of GIS/RS tools and GPS for spatial analysis:** Approach for spatial analysis, mapping of plantation areas, and geo-referencing of sample plots.
- **Reporting Protocols and Data Reliability Approaches:** The Inception Report shall describe reporting protocols and approaches for ensuring consistency, reliability, and comparability of collected data across sites.
- **Preliminary Insights on Biodiversity Performance Index (BPI) Framework:** The agency shall provide preliminary insights on the conceptual basis and guiding principles for the Biodiversity Performance Index (BPI), including indicative ecological dimensions (survival, growth, diversity, habitat quality), potential data sources, and phased milestones for framework formulation.

3.2.3 Module 3: Site Visit, Baseline Data Collection and Analysis

Following submission of the Inception Report, the Agency shall coordinate with designated mine level SPOCs to access relevant data and undertake site visits for baseline assessment. Where data are not available, the Agency shall collect the same during the initial round of visits. A comprehensive greenbelt survey shall be carried out during the non-monsoon season (excluding July, August, September, and October), forming the basis for subsequent analysis and reporting.

A. Part-1: Assessment of Greenbelt Performance with Reference to Statutory Provisions

i) Conduct systematic field inspections and physical verification of plantation sites across OMC's operating mining leases, premises, colonies, operational areas, reclaimed dumps, boundary green belts, and safety zone plantations, utilizing a multidisciplinary team as proposed in the Inception Report.

ii) **Field Assessment of Plantation Performance & Green Cover:** The agency shall assess: Survival rate (Mine wise and species wise), Species diversity profile (richness, dominance, frequency, etc.), growth attributes (height/collar diameter), species selection criteria, and plant health (including pest/disease incidence), adequacy of maintenance (e.g., irrigation, protection measures) and identify high-mortality areas/replantation needs, Green cover extent by category (greenbelt, grassland, shrubs, natural vegetation, afforestation pockets, etc.).

iii) The Agency shall assess mine wise alignment with applicable greenbelt related provisions or norms (e.g., EC/FC) and internal targets, if any, relating to greenbelt area and attributes such as density (Nos/Ha) and survival percentage. The Agency shall provide an independent assessment and advisory insights on the extent, quality, and effectiveness of greenbelt and plantation development efforts across OMC sites.

iv) **Collection of field data**: The Agency shall document key aspects of plantation works, including species choice with reference to ecological integrity and site conditions, community perspectives on species selection, arrangements for seedling storage and irrigation prior to planting, soil preparation and weeding after planting, and replacement of casualties where required. In addition, ecological measures such as soil and water conservation activities undertaken at plantation sites shall be recorded to provide insights into their contribution and impact.

v) **Compilation and analysis of field data:** The Agency shall compile and tabulate the data mine-wise, drawing on plantation records and field observations. Survival rates shall be determined by comparing the number of plants of each species recorded as planted with the actual number observed in the field. Average height and diameter of each species shall also be compiled and analyzed to provide insights into growth performance.

vi) **Safety Zone Assessment**: The Agency shall assess the intactness of the mine's safety zone and prepare a detailed species inventory of all standing trees. The inventory shall indicate the count of individual species and the density of plantation therein, providing insights into the overall composition and condition of the safety zone.

vii) **Methodology for Sampling and Inventorization**: The agency shall adopt a two-tiered sampling strategy to ensure comprehensive coverage and reliable accuracy, applying recognized ecological protocols.

- Safety Zone: A complete floral inventory or detailed tree inventory shall be prepared for the entire safety zone of each mine through full enumeration. Every tree (excluding shrubs and grass layers) shall be identified and counted, with species name, count, girth, and health status recorded.
- (2a) Dump and General Plantations (<10 ha): For plantation sites below 10 hectares, the Agency shall undertake direct enumeration of all plants through a full census survey.
- (2b) Large Plantations (≥10 ha): For sites equal to or greater than 10 hectares, stratified sampling using quadrats shall be applied, ensuring proportional distribution based on patch size and coverage, with at least 20% of the plantation area surveyed.

viii) **Quadrat Design:** Standard quadrat size shall be 33 m × 33 m (0.1 ha), unless site specific constraints (e.g., topography, linear plantations) require alternative dimensions, which shall be justified in the methodology section.

ix) **Linear Plantations:** For plantations along roads or canals, a 100-meter continuous stretch shall be treated as one equivalent sample plot.

x) **Statistical Representation:** The number of quadrats shall be proportionally distributed based on patch size to ensure representativeness.

xi) **Geo referencing:** GPS coordinates shall be recorded for the centroid of each quadrat, and plantation boundaries verified via GPS traversing. Documentation shall follow CPCB recommended formats, capturing species counts, shrubs encountered, frequency, IVI, and dominance.

xii) **Inventorization of Trees:** For Inventorization purposes, the agency shall prepare a detailed inventory of shrub layers, grass layers, and trees prevailing at the mine site, using stratified quadrat sampling approaches. The methodology shall follow standardized referenced practices and guidelines (such as CPCB formats or other recognized references) to ensure consistency and reliability of data.

xiii) **Inventorization of Shrubs and Grasses**: For inventorization of shrubs and herbaceous (grass) layers, the agency shall conduct systematic surveys applying quadrat-based sampling designs, with dimensions and numbers aligned to referenced methodologies and recognized guidelines for ecological baseline studies. This exercise shall:

a. update and supplement the existing authenticated flora list by identifying any missed species, and
b. develop a comprehensive, mine-specific inventory of invasive/alien weed species, recording their presence and relative abundance.

B. Part-2: Spatial Analysis & GIS Mapping of Plantations & Biodiversity Index Formulation Framework:

i) **Spatial Analysis and GIS Mapping:** The Agency shall utilize Remote Sensing (RS) and Geographic Information System (GIS) tools for comprehensive spatial analysis of plantation sites, covering the following aspects:

- **Mapping:** Plantation extent, green cover proportion, and plantation density shall be mapped using current satellite imagery and approved LULC maps (e.g., ORSAC-vetted data/LULC maps to be supplied by OMC).
- **Boundary Verification:** Spatial boundaries shall be verified and updated with GPS tagging and KML files to ensure accuracy, particularly in areas where remote sensing data is insufficient or outdated. Field-surveyed data shall be integrated with GIS for correlation purposes.
- **GIS-based Maps:** Classified plantation maps shall be prepared for each mine site, showing individual plantation pockets/patches as distinct units. Maps shall be classified and color-coded in the legend based on parameters such as canopy density class, plantation age cohort, and area (in hectares). Associated attribute tables shall include details such as dominant species and survival status (%). The classification system shall enable clear differentiation of plantation health, maturity, and spatial distribution.
- **Biodiversity Assessment:** The Agency shall assess biodiversity enrichment of the greenbelt by conducting vegetation analysis in plantation sites, following standardized referenced methodologies and recognized guidelines (such as CPCB). Presence of wild fauna (if any) and associated footprints observed during the survey shall also be documented.

ii) **Biodiversity Performance Index (BPI) Framework:** As a primary deliverable under this contract, the agency shall develop a robust, uniform, and operationally relevant Biodiversity Performance Index (BPI) Framework for OMC. The framework shall translate ecological monitoring parameters (including biodiversity richness, species diversity, native to exotic ratio, spatial distribution, prevalence of invasive species, plantation survival and growth metrics, faunal footprints, and community perception, etc.) into a quantifiable scoring and ranking model for mine wise comparison. The scope shall include:

a) **Framework Design:** Development of the complete structure of the index, including thematic pillars, measurable indicators, scientifically referenced weightages, scoring methodology with benchmarks, and an illustrative ranking classification system (e.g., Platinum, Gold, Silver, Bronze).
b) **Operational Manual:** Preparation of a “BPI Framework Manual” to guide future annual appraisals.
c) **Leadership Facilitation:** Presentation of the framework before OMC senior leadership, with clarifications and responses to queries as required, to support informed adoption of the framework.

d) **Institutionalization Support:** Conduct of a capacity building workshop for OMC personnel and provision of handholding support to enable independent appraisal cycles, fostering continuous benchmarking and recognition.

e) **Baseline Application and Inaugural Ranking:** Establishment of baseline scores and generation of the first official OMC mine biodiversity ranking, using surveyed inputs and verified secondary data.

C. Part-3: Plantation Contract Performance Assessment:

i) **Performance Assessment:** The investment in plantation and afforestation activities, along with utilization records, shall be reviewed and assessed. Sample-based checks shall be undertaken to examine the accuracy and reliability of data used for reporting plantation area, survival, and expenditure, applying recognized performance review practices.

ii) **Objective:** The primary objective shall be to assess the implementation and effectiveness of annual plantation activities and proposals approved and implemented during the period 2019-20 to 2025-26.

iii) **Survival and Records Assessment:** Sample-based assessment of survival percentage, age-class distribution, and growth parameters (height/girth) shall be carried out to form an opinion on the accuracy of reported survival and adequacy of maintenance. This assessment shall be supported by examination of relevant records (work orders, bills, logbooks, stock registers, and contract documents) to confirm consistency between reported figures and actual activities.

iv) **Quantified Findings and Documentation of Fund Utilization:** The Agency shall present quantified findings on plantation area, survival, and maintenance (e.g., % shortfall, hectares not yet developed, survival %, etc.), supported by documentation provided by OMC (such as payment records, work completion certificates, procurement documents, and progress reports). These records shall be compiled and reviewed to substantiate the assessment of fund utilization across mines and financial years, ensuring expenditures are traceable to plantation and biodiversity management activities.

v) **Review of Prevailing Maintenance Operations:** Maintenance operations such as watering, mulching, fertilization, soil and moisture conservation measures, weed control, protection against grazing, and pest/disease management shall be reviewed with reference to the provisions outlined in work orders and expenditure records made available by OMC. The review shall emphasize consistency between reported practices and the documentation provided, with the Agency expected to provide an independent assessment of alignment based on available records and field observations.

vi) **Record-Keeping Practices:** The Agency shall review prevailing record-keeping practices (plantation journals and maps as maintained) and may suggest suitable formats to capture essential data attributes, thereby facilitating successive monitoring with appropriate data points.

vii) **Carbon Sequestration Potential:** Based on field data collected and soil sample testing (to be determined as per site conditions), the agency shall provide insights into the carbon sequestration potential of each mine. This shall include identification of areas with higher sequestration capacity and estimation of current capacity using standard techniques, soil analysis results, and appropriate modelling or forecasting approaches.

3.2.4 Module 4: Submission of Final Report

The Final Report shall include a dedicated chapter of actionable, evidence-based recommendations, derived from the findings of the desk review, field assessments, and data analysis. Recommendations must be specific, practical, and aimed at enhancing ecological effectiveness, compliance, and long-term sustainability of the greenbelt. At a minimum, the report shall contain the following chapters:

- Chapter-1: Introduction & Methodology
- Chapter-2: Baseline Survey Findings
- Chapter-3: Evaluation of Mine Specific Compliance Status w.r.t statutory norms & gap assessments (Survey Report in respect of each mine can be separately annexed under this section)
- Chapter-4: Spatial Distribution of Plantation Sites using RS & GIS techniques
- Chapter 5: Comprehensive Performance Assessment — review of fund utilization patterns (year wise and mine wise) and assessment of consistency between reported expenditures and plantation/biodiversity management activities
- Chapter 6: Recommendations and Way Forward which may include some recommended SOP for onsite conservation of some critical/important tree species or it's translocation methodology, along with proposed timelines to bridge identified gaps
- Chapter 7: Linkage to Biodiversity Performance Index Framework

The reports shall also include but not limited to the following::

- Mine specific Greenbelt Planning & Implementation Strategy, including phased action plans to strengthen density, augment species diversity, and address invasive species management.
- Criteria for selecting suitable indigenous species, tailored to local soil, climate, and pollution mitigation requirements, supported by indicative mine specific recommended species lists.
- Identification of specific areas for improvement such as planting pattern designs, maintenance practices (e.g., irrigation systems, fencing, nurseries, firebreaks).
- Key parameters for soil quality assessment and a protocol for periodic soil health monitoring to inform species selection and soil amendment practices.
- Documentation of species lists, plantation details, survival percentages, and representative photographic evidence.
- Selective soil testing, based on site conditions, with reporting on soil quality and recommendations for soil amendment/nutrient augmentation measures to promote survival and resilience of greenbelts.

3.3. Deployment of Key Professionals

3.3.1 Requirement of Key Professionals

To ensure effective delivery of the assignment, the bidder shall deploy a multidisciplinary team with demonstrated expertise in evaluation, statistical analysis, spatial mapping, and ecological assessment. The team must be led by a qualified professional with recognized credentials, supported by specialists in statistics, GIS, forestry/environment, and field documentation. The composition outlined below is indicative and represents the minimum requirement; bidders may propose additional resources as necessary to strengthen the quality and credibility of outputs.

Sl. No.	Name of Key Resource	Requirement (Min.)
1	**Evaluation Expert cum Team Leader**	**1**
3	**GIS Expert**	**1**
4	**Forest Environment Expert/ Field Ecologist/ Biologist/ Taxonomist- Technical Expert**	**4**
5	**Field Staff for record keeping**	**1**

4. Indicative Job Description of proposed Resource personnel

4.1 Evaluation Expert cum Team Leader

- Relevant masters' degree in Finance/ Forestry/ Science/ Statistics/ Natural Resource Management/ Social Science with minimum 10 years of professional experience in project planning management and monitoring and evaluation for at least 3 projects;
- Experience of working on evaluation of projects, preferably in forestry / wildlife/ Natural resources management/ projects with state / central governments;
- Responsible for overall management of the project, guiding the team in development of evaluation frameworks and carrying out evaluation process.

4.2 GIS Expert

- Master's degree in Geography/ Geology or Civil Engineering/masters and PG Diploma in GIS or remote sensing with 5 years of professional experience;
- Experience of working with evaluation projects using GIS platform, Remote Sensing and other modern evaluation tools and interpretation of Drone Imageries and LULC maps.

4.3 Forest/Environmental Expert/Field Ecologist/Biologist/Taxonomist- Technical Expert

- Bachelors in Environmental Engineering or Post Graduate in (Master's) or Ph.D. qualifications in relevant disciplines such as Biodiversity, Forestry, Ecology, Botany, Zoology, or Wildlife Science, Agriculture, Wildlife science, Environment etc. with minimum 8 years of experience
- Experience in natural resource management / forest management / wildlife management, environment impact assessment, etc.

4.4 Field Staff for record keeping

- Agency can deploy a graduate for record keeping and other data capturing purpose

5. Milestones, Key Deliverables and Timeline

#	Deliverables	Timeline
1	Finalization of the detailed Work Plan	T0+0.5 Months
2	Desk Review	T0+1.5 Months
3	Submission of Draft Inception Report (digitally signed soft copy)	T1=T0+2 Months
4	Sharing of Observation on the draft report by OMC	T2=T1+0.5 Months OMC shall share observations on the draft report within 15 working days from its receipt.

		A management discussion on the draft report shall be organized before finalization, to capture responses and agreed action plans.
5	Submission of Final Inception Report by Agency (two sets of hard copies and one soft copy)	T3=T2+0.5 Months
6	Completion of Mine Survey	T4=T3+6 Months (i.e, T0+9 Months)
7	Submission of Mine wise Draft Greenbelt Survey Report- (digitally signed soft copy only)	T5=T4+2 Months (i.e, T0+11 Months)
8	Framework for Comprehensive Biodiversity Performance Index (BPI)	T6=T5+2 Months (i.e, T0+13 Months)
9	Presentation on the BPI framework	T7=T6+1 Month (i.e, T0+14 Months)
10	Comment from OMC on the draft report	T8= T7+0.5 Months (i.e, T0+14.5 Months)
11	Submission of Final Greenbelt Survey Report (Consolidated): A consolidated comprehensive Greenbelt Survey Report shall be prepared considering inputs/observations shared on individual mine wise draft reports. (Two sets of hard copies and one soft copy).	T9=T8+2 Months (i.e, T0+16.5 Months)
12	Comment from OMC on the BPI framework	T10=T9+0.5 Months (i.e, T0+17 Months)
13	Submission of Final Framework with Baseline Ranking (two sets of hard copies and one soft copy)	T11=T10+1 Month (i.e, T0+18Months)

6. Responsibility of OMC

a. OMC shall arrange the venue and modalities for the kick-off meeting.
b. OMC shall furnish a list of nominated site level SPOCs to the agency and coordinate centrally to enable effective participation from all mining units.
c. OMC shall provide copies of relevant documents such as EC, FC, CTO, relevant sections of Approved Mining Plan and EIA/EMP, various reports/returns submitted to statutory authorities.
d. OMC shall review the draft Inception Report submitted by the Agency and may provide comments or observations on the proposed work schedule and methodology. Where considered necessary, such comments may be mutually discussed and incorporated in the final Inception Report.
e. OMC shall share observations on the draft report within 10 working days from the date of receipt
f. OMC shall arrange a management discussion on the draft report before finalization, to capture responses and agreed action plans.

7. Obligations pertaining to various Laws/Rules/Regulations

a) In respect of all the manpower deployed by the Service Provider for the delivery of services to OMC, the Service Provider shall comply with all legislations, Labour Codes and rules/ administrative instructions /advisories 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, Employee Compensation Policy (if ESI not applicable), welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.

b) The Service Provider may require to obtain a Labour License from the appropriate authority for the persons to be deployed as provided under the prevailing contract labor(R&A) Act/ the Occupational Safety, Health & Working Conditions Code 2020 & submit the copy of labour license certificate (if applicable) and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

c) Notice to workers/employees and protect their rights and intimation to concerned Statutory Authorities as applicable under various Labour Laws/Rules, especially regarding lay-off, retrenchment as applicable & compliance as applicable.

d) All the prevailing statutory laws and Regulation/Acts, Labour Codes 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.

e) The Service Provider shall be fully responsible and will regulate recruitment, terms & conditions of employment/nonemployment, conditions of service, Welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays & benefits etc. of personnel deployed.

f) There will be no relationship of Employer- Employee between 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 OMC.

g) The Service Provider has to pay wages not less than the minimum wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India from time to time and statutory dues as fixed under various labour laws to all the persons deployed.

h) The Service Provider shall ensure the payment of monthly salary of all workmen deployed at various locations through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to OMC. No cash payment is allowed.

i) The Service Provider will be liable to pay retrenchment compensation, notice pay, gratuity, bonus & leave as payable and the OMC will not be held liable for any obligation of the.

j) The Service Provider has also to extend all benefits to all the workmen so deployed including but not limited to Provident Fund, ESI (where applicable), Bonus, Gratuity, Minimum Wages, Leave Wages/ Encashment, Compensation, Casual/ Sick Leave/ National/ Festival Holidays, Medical/ Welfare facilities etc.

k) All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service Provider and payment to its workers to be made accordingly.

8. Contract period

i) The contract period shall be for a tenure of 18 (Eighteen) Months from the effective date of the contract. Effective date of contract shall be the date of signing of the Agreement or any other date as specified in the LoA.

ii) At any point in 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.

iii) OMC management reserves the right to undertake evaluation of the progress of work at any point of the contract period.

iv) In case of any delay in completion of work due to any unseen reason attributed to OMC, the contract period shall be extended for completion of work with same price, terms & conditions of the contract.

v) The concerned in-charge of OMC shall maintain a Hindrance Register to capture the work delays. Delays shall be determined on the basis of Hinderance Register jointly signed by the concerned in-charge of OMC and the authorized person of the agency and that any refusal on the part of the agency to sign the register would mean that the delay, if it occurs will be solely attributable to the contractor.

9. Payment Terms

9.1 The place of payment shall be the F&E section, Head office (HO) of OMC

9.2 The Milestone wise timeline and payment schedule shall be as follows

Milestone	Description	Payment Terms (% of fee to be paid)
Milestone-1	Submission of Final Inception Report	30% of the Project Value
Milestone-2	Submission of Draft Consolidated Greenbelt Survey Report	40% of the Project Value
Milestone-3	Submission of Final Report & Framework	30% of the Project Value

Note:

Each of the above deliverables will be subjected to review and approval of OMC prior to submission of the corresponding invoice.

9.3 The Service Provider shall raise invoice/ bills for each milestone. The invoice/bills shall be raised only after 7 days from the completion/submission of all deliverables against each milestone Job as indicated in the Deliverables of respective part of the Scope of Work. Prior to this 7 days' time period, Service provider's invoice will not be considered for payment.

9.4 The invoice/bills shall be raised to the concerned officer/project in charge of OMC as designated by Head (F&E), OMC for this purpose along with the acceptance certificate from the concerned/designated site in charge of OMC confirming that the services have been delivered and the respective deliverables have been submitted in the time period in question (and if such acceptance certificate is not timely furnished by respective site in charge then confirmation from F&E (HO) in this regard should suffice) and it will be payable within 30 days from the date of submission.

9.5 Concerned officer/project in charge of OMC shall process the invoice and forward to Head (F&E), OMC along with all the supporting documents

9.6 The invoice amount in respect of completed work would be released by Head (F&E), OMC, as per the recommendation of the concerned officer/project in charge.

9.7 Invoices/bills should be submitted within the 15th of the subsequent month, failing which they may be processed by OMC only in the next month.

9.8 For any reason if OMC stop/suspend/terminate the work then the actual work done till date of termination shall be considered for payment as per the approved rate.

9.9 Submissions of documents for the above payments are listed below.

i) Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN codes of goods or accounting code of services, description of goods or services, quantity rate of tax etc. Name, address & GSTIN of Agency, Name, address & GSTIN of OMC.
ii) Any other necessary documents as per GST Act and Rules
iii) Undertaking that Agency has complied with all statutory requirements as per LoA/Work Order during the period for which the progress payment has been claimed.

9.10 OMC will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents.

9.11 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. TDS certificate for Income Tax TDS shall be issued by OMC.

9.12 The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.

10. Price Revision

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

11. Taxes & Duties

11.1 Indirect Taxes

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

B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMC on actuals and upon submission of documents evidencing such payment.

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

i) The Service Provider should have registration under GST Acts.

ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.

iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;

a. Name, address and Goods and Services Tax Identification Number of the Supplier;
b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year;
c. Date of its issue;
d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
e. Harmonized System of Nomenclature code for goods or SAC code for services;
f. Description of goods or services;
g. Quantity in case of goods and unit or Unique Quantity Code thereof;
h. Total value of supply of goods or services or both;
i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
m. Address of delivery where the same is different from the place of supply;
n. Whether the tax is payable on reverse charge basis; and
o. Signature or digital signature of the supplier or his authorized representative.

iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A/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.

ix) GST% shall be based on GST Act/Rules of the Central Government

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

11.2 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.

12. Liquidated Damages

12.1 If the Service Provider fails to complete Milestones as defined in Scope of Work within the timeline as per clause 5 of SCC and any extension thereof, 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 unless such failure is due to force majeure situation or OMC's default or any event that is not attributable or beyond the control of the agency.

12.2 The service provider shall pay Damages to OMC of an amount calculated at the rate of 2% (Two per cent) of the awarded Contract Value (excluding taxes and duties) of that Mine (for which the delay happened) for each month's delay or part thereof. GST on LD shall be recovered in addition to the LD amount.

12.3 Total damages payable shall be limited to 10% of total contract value. In case damages/penalty exceeds 10% as above, OMC may, in its sole discretion, terminate the contract.

12.4 OMC shall have full liberty to realize the LD/ Penalty 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

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

12.6 If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall notify to OMC in writing within twenty-four (24) hours of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD at the request of the Service Provider.

13. Designated nodal officer and key contacts of OMC for Contract Management:

Name	Nandini Nibedita Pal
Designation	Sr. Manager (C&P)
Email	nandini.pal@odishamining.in
Mobile No.	+91- 9938589666
Name	Birendra Kumar Jena
Designation	Manager (F&E)
Email	birendra.jena@odishamining.in
Mobile No.	+91- 8114395177

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 IMS, OHSE and other policies and standards adopted or to be adopted by OMC time to time.

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

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

Ref: [•]

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

BETWEEN

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

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 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.

2. Conditions of Contract

(a) Contract Period: <include relevant clauses from SCC>
(b) Payment Terms: <include details related to the final quoted /negotiated prices>
(c) <Other important terms and conditions may be included>
(d) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
(e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement

(f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of Odisha Mining Corporation	For and on behalf of M/s.
(Authorized Representative)	(Authorized Signatory)
Name:	Name:
Designation:	Designation:
Odisha Mining Corporation	Name of the Service Provider:
OMC House, Bhubaneswar-751001	Address:

In presence of the following witnesses

Name:	Name:
Designation:	Designation:
Odisha Mining Corporation	Name of the Service Provider:
OMC House, Bhubaneswar-751001	Address:

Annexure 3: Format for Power of Attorney

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

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

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

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

For

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

Witnesses

1.

2.

Accepted

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

Annexure 4: Format for Price Bid

Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC

#	Item Description	SAC Code	Quantity (area in Hectare)	Basic Rate per Ha in figures to be entered by the Bidder in Rs.	Total Amount without Taxes in Rs	Total Amount in Words
1	Comprehensive Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC as per scope of work	Enter SAC Code	**201**			

Note:

1. This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender.

2. As per clause no. 3.1 of SCC, the bidders to note that the quantity (area in Ha.) as indicated in the table above represents the plantation area actually raised during the FY 2019-20 to FY 2025–26. However, for the purpose of formulation of proposal, bidders shall note that the total existing plantation / greenbelt area (including safety zones and older/historic plantations) to be surveyed is estimated to be approximately 50% (fifty percent) higher than the tabulated area/numbers. Bidders shall factor this estimated additional area into their survey methodology, sampling design, and the basic quoted rate.

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.

We further undertake that the information/declaration/scanned documents furnished along with the Bid are not false or forged or wrong or misleading.

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 (Refer Clause 7.3.1)		
3	Tax related documents (Refer Clause 7.3.2)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee/ documents related- to exemption from the same		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		
10	Bank details – Annexure 7		
11	SA8000- Annexure 9		
12	Rate of GST - Annexure 12		
13	Declaration on compliance to Provisions of Labour Laws- Annexure 13		
14	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: **<u>Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS</u>**

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)

3. Name of the Bidder
4. Address of the Bidder

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

5. 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.

6. Effective Date

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

Date Signature of the Authorized Signatory of the Bidder with Seal

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

Date: Signature of the Bank with seal

Annexure 8: Format for Performance Security

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

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

B.G. No. Dated:

WHEREAS:

(A) …………………. ("AGENCY") and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 ("OMC") has issued a Letter of Award (LoA) dated ……………. (the "LoA") whereby OMC has agreed to engage the Agency for ………………………………………………………………………………………………. (the "agreement").

(B) The LOA requires the AGENCY to furnish Performance Security to OMC of a sum of INR ________/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of ______ (the "Guarantee Period").

(C) We, ……………………... through our branch at ……………………..(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.

10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.

11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.

12. Notwithstanding anything contained herein:
    i) Our liability under this Bank Guarantee shall not exceed INR ....
    ii) The Bank Guarantee shall be valid up to ………. (“Expiry Date including claim period” ………………. of the Bank Guarantee).
    iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ………… (Claim Period of the Bank Guarantee) at our Branch at _________________________Bhubaneswar.
    iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be 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 SA 8000 Compliance

A. Basic information

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? ______Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, Aadhar card) you keep with you?

  Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes / No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes / No
- What types of medical benefits you provide to your employees?

  ____

  ____

- Do you allow trade union and collective bargaining? Yes / No

  If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

  ____

  ____

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

  ____

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

____

____

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

____

____

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

____

____

- How many shifts you have? __________ shifts

- Which day is off day in your organization?___________

- In case, a person works in off day or holiday, how he / she is compensated?

____

____

- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No

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

____

____

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

Declaration:

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

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

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

____

(Signature)

Name of the person: _____________________________

Designation: ___________________________________

Seal of the organization

Date _____________/__________/ ____________

Annexure 10: Format 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: Format for submitting Pre-bid Queries

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

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl. No.	Clause No.	Page No.	Provision of Document	Queries / Suggestions

Annexure 12: Rate of GST

To be uploaded in the Financial packet

#	Description	HSN/SAC Code	Rate of GST in %
1	Greenbelt Survey and Biodiversity Performance Assessment across several Mines of OMC across various mines of OMC		**This is sample format only. The GST shall be quoted in GST format available in e-procurement portal against this tender.**

Signature of the Bidder with seal

Annexure 13: Declaration on compliance to Provisions of Labour Laws

(to be executed on INR 10 non-judicial stamp paper and to be duly notarized)

Date:______________

Sub: Tender No. ______________________

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

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

Further, we declare that

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place: