

ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

Bid Document

For

**Empanelment of agencies for
conducting physical verification of
ore/product stocks at different
establishments of OMC Ltd.**

(through e-tendering)

Bid document No: OMC/E-PROC/C&P/034/2026-27, Dtd: 09/09/2026

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E-procurement notice

Bid document No.: **OMC/E-PROC/C&P/034/2026-27, Dtd: 09/09/2026**

1	Work name	Empanelment of agencies for conducting physical verification of ore/product stocks at different establishments of OMC Ltd.
2	Availability of tender documents on the e- tendering portal of Government of Odisha	Date: 10.09.2026
3	Bid Due Date	Date: 13.10.2026; Time: 3.00 PM
4	Opening of Techno-Commercial Bid	Date: 13.10.2026; Time: 5.00 PM

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMC (www.omcltd.in). OMC reserves the right to reject any/all the bids or to 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 2377436, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Schedule / Details
1	Publication of advertisement in newspapers	Date: 10.09.2026
2	Availability of Tender Document on the e-tendering Portal of Government of Odisha (www.tendersodisha.gov.in)	Date: 10.09.2026
3	Last date of sending queries to OMC for discussion during the meeting with interested agencies	Date: 19.09.2026; Time: 5:00 PM Queries may be sent by email to cmc@odishamining.in
4	Meeting with interested agencies	Date: 23.09.2026; Time: 3:30 PM Venue: To be held through Video Conferencing (VC) – Link shall be shared via email with The prospective Bidders
5	Clarifications of issues by OMC	Date: 29.09.2026
6	Bid due date (Last Date & Time of Submission of Bid responses by interested Bidders)	Date: 13.10.2026; Time: 3:00 PM
7	Opening of Bid responses	Date: 13.10.2026; Time: 5:00 PM

Any change to the above schedule shall be notified on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of Odisha Mining Corporation (<https://omcltd.in>). Interested agencies are advised to regularly check these websites.

2. Data Sheet

Sl. No.	Parameter	Details
1	Name of tender	Empanelment of agencies for conducting physical verification of ore/product stocks at different establishments of OMC Ltd.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non- refundable) including GST	Amount: INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) Note: Bidders registered in Micro & Small Enterprises (MSE) category in the state of Odisha for similar category of Services, are 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)	Bid Security Declaration to be submitted by the Bidders in lieu of EMD in the format provided in Annexure 8
7	Performance Security	Against Empanelment Amount: INR 50,000 /- (Rupees Fifty Thousand only) Payable directly to OMC Ltd. within 15 days of issuance of Letter of Empanelment (LoE) to the bidder. Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure-7 by the Empaneled Bidders. After issuance of work order/LOA to the empaneled agency post award through Limited Tender 10% of the Contract value (excluding taxes). Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure-7 by the Empaneled Bidders.
8	Nodal Officer	Name: B C Behera Phone No.: 8342002829 E-Mail: cmc@odishamining.in

Sl. No.	Parameter	Details
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751001 Odisha, India
10	Bid document No.	OMC/E-PROC/C&P/034/2026-27, Dtd: 09/09/2026

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

with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.

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

3.14 The Bid is not transferable.

4. Empanelment Process, Eligibility Criteria, Instructions to Agencies and Terms and Conditions of the Empanelment

- 4.1 This Empanelment tender is being issued by OMC, a Government of Odisha Undertaking from interested/eligible agencies for empanelment for carrying out physical verification of ore/product stocks at different establishments of OMC Ltd.
- 4.2 The decision of OMC with regard to the short-listing of agencies through this tender shall be final and OMC reserves the right to reject any or all the applications without assigning any reason whatsoever, and no agency shall object/protest/demur/challenge the said decision of OMC in any manner whatsoever and no solicitation in this regard shall be entertained by OMC.

OMC will empanel agencies for carrying out physical verification of ore/product stocks at different establishment of OMC Ltd **under 4 different categories** namely

- A. Total Station Based Physical Verification**
- B. Terrestrial LiDAR Based Physical Verification**
- C. Drone-borne Photogrammetry Based Physical Verification**
- D. Drone-borne LiDAR Based Physical Verification**

The award of specific physical verification work after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE). The physical verification work shall include survey activities as per terms and conditions of this tender and/or LTE for single/multiple establishment/(s).

4.3 Objectives of this Empanelment

The objective of this Empanelment tender is to solicit applications from the eligible agencies for empanelment as agencies (having facilities/expertise in either or many of the below listed categories) for carrying out physical verification of ore/product stocks at different establishments of OMC Ltd. during the tenure of empanelment in four different categories.

- A. Total Station Based Physical Verification**
- B. Terrestrial LiDAR Based Physical Verification**
- C. Drone-borne Photogrammetry Based Physical Verification**
- D. Drone-borne LiDAR Based Physical Verification**

4.4 Tenure of empanelment:

- a) The tenure of the empanelment shall be **5 (five) years** from the date of empanelment.
- b) This Empanelment Tender is for inviting the proposals and accordingly getting the

agencies empaneled for the period as mentioned above. However, the work awarded may have the completion timeline beyond the tenure of empanelment.

4.5 Eligibility Criteria

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

#	Criteria	Required Documents															
4.5.1	<u>Technical Criteria</u> The Bidder must have successfully executed similar completed work during the last 5 (five) years. The minimum experience requirement for each category of empanelment shall be as follows: <table border="1"> <thead> <tr> <th>Category</th><th>Technology</th><th>Minimum Experience Requirement</th></tr> </thead> <tbody> <tr> <td>A</td><td>Total Station (TS) Based Physical Verification</td><td>At least one completed project involving physical verification of ore/product stock using Total Station, covering a minimum quantity of 5 lakh tonnes or equivalent volume of 1.67 lakh Cum.</td></tr> <tr> <td>B</td><td>Terrestrial LiDAR Based Physical Verification</td><td>At least one completed project involving physical verification/survey of ore/product stock using Terrestrial LiDAR, covering a minimum surveyed area of 75 hectares.</td></tr> <tr> <td>C</td><td>Drone-borne Photogrammetry Based Physical Verification</td><td>At least one completed project involving physical verification/survey of ore/product stock using drone-borne photogrammetry, covering a minimum surveyed area of 75 hectares.</td></tr> <tr> <td>D</td><td>Drone-borne LiDAR Based Physical Verification</td><td>At least one completed project involving physical verification/survey of ore/product stock using drone-borne LiDAR, covering a minimum surveyed area of 75 hectares.</td></tr> </tbody> </table>	Category	Technology	Minimum Experience Requirement	A	Total Station (TS) Based Physical Verification	At least one completed project involving physical verification of ore/product stock using Total Station, covering a minimum quantity of 5 lakh tonnes or equivalent volume of 1.67 lakh Cum.	B	Terrestrial LiDAR Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using Terrestrial LiDAR, covering a minimum surveyed area of 75 hectares.	C	Drone-borne Photogrammetry Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using drone-borne photogrammetry, covering a minimum surveyed area of 75 hectares.	D	Drone-borne LiDAR Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using drone-borne LiDAR, covering a minimum surveyed area of 75 hectares.	Self-attested copies of - Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement. - Completion certificate from their clients/employers, regarding successful completion of the services. - In case the completion certificate is not available, certificate of statutory auditor certifying the value of Similar Completed Services shall be submitted
Category	Technology	Minimum Experience Requirement															
A	Total Station (TS) Based Physical Verification	At least one completed project involving physical verification of ore/product stock using Total Station, covering a minimum quantity of 5 lakh tonnes or equivalent volume of 1.67 lakh Cum.															
B	Terrestrial LiDAR Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using Terrestrial LiDAR, covering a minimum surveyed area of 75 hectares.															
C	Drone-borne Photogrammetry Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using drone-borne photogrammetry, covering a minimum surveyed area of 75 hectares.															
D	Drone-borne LiDAR Based Physical Verification	At least one completed project involving physical verification/survey of ore/product stock using drone-borne LiDAR, covering a minimum surveyed area of 75 hectares.															

#	Criteria	Required Documents
	Note: a. “Similar completed work” shall mean successful execution of physical verification work in respect of the Considered Mineral, using the applicable survey technology for the relevant category of empanelment, as specified below: - Using TS for ‘A’ category - Using Terrestrial LiDAR for ‘B’ category - Using Drone-borne Photogrammetry for ‘C’ category - Using Drone-borne LiDAR for ‘D’ category “Considered Mineral” shall mean iron ore, chrome ore, manganese ore, bauxite, coal/lignite, or any other major mineral, excluding minor minerals as defined under the Mines and Minerals (Development and Regulation) Act, 1957, as amended from time to time. b. For the purpose of this criterion, the applicable period of 5 (five) years shall mean the five financial years immediately preceding the financial year in which the Tender is floated, excluding the financial year of floating of the Tender, i.e., FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26.	
4.5.2	Financial Criteria Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 50 Lakhs. Note: Applicable 3 (three) years –FY 2023-2024, FY 2024-25 and FY-2025-26 This shall be valid for all the categories	Copies of audited financial statements consisting of (i) balance sheet, (ii) profit and loss statement and (iii) cash flow statement
4.5.3	Other Criteria	
4.5.3.1	The Bidder can be either - a Company (Private or Public), or - a registered partnership firm, or - an LLP firm - Educational Institute / any other institute of National Repute	Copies of - Company (Private or Public) - Certificate of Incorporation - Memorandum of Association - Articles of Association

#	Criteria	Required Documents
		- Board resolution authorizing the signatory of power of attorney. ii) Registered partnership firm - Registration certificate under Indian Partnership Act 1932 or its subsequent amendment(s) - Deed of Partnership iii) LLP firm - Certificate of Incorporation - LLP agreement iv) Educational Institute of National Repute - Accreditation with NAAC - Registration Certificate from Ministry of Education v) Any other institute - Registration certificate
4.5.3.2	The Bidder should have valid PAN and GSTIN registration	- Copy of PAN - Copy of GST registration certificate – REG 06
4.5.3.3	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
4.5.3.4	Power of Attorney	Power of Attorney (as per the format given in Annexure 3) in favor of the Authorized Signatory of the Bidder who shall also be the DSC holder.
4.5.3.5	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

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

4.6 Evaluations of Bids

- a) The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions, and specifications of the tender documents without any deviations, objections, conditionalities or reservations.
- b) A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC.
- c) If required, OMC may ask Bidders to provide clarifications on the submitted documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder through email. The Bidders shall be allowed a maximum time period of 2 (two) working days for submitting the requisite shortfall documents through email. However, no documents shall be sought related to the

EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

- d) The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria and other requirements of this tender.
- e) The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given below and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive **Technical Marks of 60 (sixty) or higher out of 100** shall be considered to be technically qualified bids. After evaluation, OMC shall rank the technically qualified bidders against each category according to the marks.
- f) The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted
1	Experience of the firm	50		
1A	Number of years of experience in conducting surveys using suitable technology A. Total Station Based Physical Verification a) 5 years b) more than 5 years B. Terrestrial LiDAR Based Physical Verification a) 2 years b) more than 2 years C. Drone-borne Photogrammetry Based Physical Verification a) 2 years b) more than 2 years D. Drone-borne LiDAR Based Physical	20	a) 15 marks b) 1 mark for each additional year of experience subject to maximum of 5 marks	Relevant contract/work order and completion certificate issued by the client

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted
	Verification a) 2 years b) more than 2 years			
1B	Number of projects successfully executed in Physical verification of ore/product stock of Considered Mineral in last five years a) As per criteria Eligibility Criteria for all 4 categories (5 Lakh ton or 1.67 lakh cum for Category A, minimum 75 ha for Category B, C and D) b) Additional projects under each category as per the Eligibility criteria (5 Lakh ton or 1.67 cum for Category A, minimum 75 ha for Category B, C and D) Applicable last five years- FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26.	20	a) 15 marks b) 2.5 mark for each additional project subject to maximum of 5 marks	Relevant contract/work order and completion certificate issued by the client.
1C	Number of suitable equipment (DGPS/ Total Station/ Drones/ Lazer) procured within last 5 years Applicable last five years- FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26.	10	2 marks for each set of equipment subject to maximum of 10 marks	Copy of invoice of all equipment
2	Financial Strength	20		
2A	Average financial	20	a) 15 marks	Copies of audited

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted
	turnover of the Bidder during last 3 (three) financial years a) Rs. 50 Lakhs, b) More than Rs. 50 Lakhs Applicable 3 (three) years –FY 2023-2024, FY 2024-25 and FY-2025-26		b) 1 mark for each additional turnover of INR 25 Lakh subject to maximum of 5 marks	financial statements (consisting of (i) balance sheet, (ii) profit & loss statement and (iii) cash flow statement).
3	Approach Methodology & Presentation	30	▪ Understanding of Scope & Survey Methodology ▪ Data Acquisition, Processing & Validation Approach ▪ Compliance with DGMS / MoM / OMC Standards	Presentation in front of the Selection Committee of OMC
Technical Marks		100		

- g) Based on the rank of **“Technically Qualified Bidder”**, OMC shall declare maximum 07 (Seven) vendors for Empanelment under each category. However, OMC at its own discretion shall decide the number of vendors/bidders to be empaneled under each category based on their technical scoring.

4.7 **Issue of notification of empanelment:** Within 30 (thirty) days of opening of Techno-Commercial Bids, the Empaneled Vendors shall be issued a Letter of Empanelment (LoE). The Empaneled Bidder shall have to acknowledge and accept the Letter of Empanelment (LoE) by returning a signed copy of the LoE within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoE may be cancelled, and necessary action shall be taken.

4.8 All the Empaneled vendor/Bidders shall submit the Performance Security of Rs. 50,000/- (Rupees fifty thousand Only) at the Head Office, OMC Within 15 (fifteen) days of issuance of Empanelment letter. Performance Security shall be in the form of a Bank Guarantee/eBG from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in **Annexure 7** or in the form of demand draft from a scheduled commercial

bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar. The Performance Security shall be valid for 63 (Sixty-three) Months.

5. Instructions to Agencies and Terms and Conditions of the Empanelment Tender

- 5.1 The Empanelment Tender shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of Odisha Mining Corporation (<https://omcltd.in>). There shall be no sale of hard copies of the Bid documents. Tender for Empanelment can be accessed by the applicants at the above websites and may be downloaded by them free of cost.
- 5.2 The response against this empanelment tender by the applicants to be submitted on e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in).
- 5.3 If the applicants intending to participate in this empanelment tender through e-portal of tenders Odisha, they are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) For this, Bidder should select the option "Online bidder enrolment" in above website and duly fill up the enrolment form. In case of foreign bidder, Bidder type should be selected as "foreign". This is a one-time activity for registering on the Government website. During registration, the Applicants will be required to attach a Digital Signature Certificate (DSC) to the Applicant's unique user ID. The DSC used should be of appropriate class (Class III) issued from a registered Certifying Authority. The registration of Applicants on the portal shall be free of cost. The registration shall be in the name of the Applicant, whereas the DSC holder shall be the duly Authorized Signatory of the Applicant.
- 5.4 The Authorized Signatory of the agency should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to Empanelment Tender response submission, including but not limited to sign and submit the response and to participate in the empanelment process on behalf of the agency. The format for the Power of Attorney is given in **Annexure 3** of this document. Each page of all documents submitted as part of the Response should be initialed by the Authorized Signatory of the agency.
- 5.5 The Power of Attorney should be accompanied by certified true copy of Board Resolution of the Bidder.
- 5.6 **Issue of clarifications:** Applicant may also send their queries by email to OMC; queries received after the last date for sending queries (as per the Schedule for the tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on OMC website and/or 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.
- 5.7 **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 agency, issue corrigendum/ amendment to the tender documents, which shall be freely available for download on the website of OMC (<https://omcltd.in>) 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 document. In order to give agencies a reasonable amount of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the bid due date.

5.8 Bid response: Applicant shall have to submit their Bid response on the e-procurement portal of the Government of Odisha. The Bid response 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 Bid. The Bid response shall consist of the following:

- i) Cover letter in the format specified in **Annexure 1**;
- ii) Interested Category/Categories of Empanelment and Experience Details as per Eligibility Scoring Criteria **Annexure-2**
- iii) Documents towards fulfillment of Eligibility Criteria (Technical and Financial): Please refer to Section 4.5 & 4.6 (Eligibility criteria) of this tender for further details of documents to be submitted in this regard.
- iv) Duly Authorized Power of Attorney in the format as given in **Annexure 3**
- v) Details of the Agency in **Annexure 4**
- vi) Signed Affidavit as per **Annexure 5**
- vii) Bid response checklist as per **Annexure 6**
- viii) Bid Security Declaration as per Annexure 8
- ix) Any other document as applicable

Note:

OMC reserves the right to verify all statements, information, and documents submitted by the applicants in response to the Bid. Any such verification or the lack of such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of OMC there under.

5.9 Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of OMC's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a. They have controlling partner(s) in common; or
- b. Bidder's sister/associated/allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidder.

- c. Sister/associated/allied concern means a company/society/partnership firm or proprietorship firm having one or more common persons as Director/Partner/member/owner: or
- d. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.

6. Methodology of engagement, after empanelment of qualified agencies:

- 6.1 Whenever the need arises for OMC for physical verification of ore/product stocks, the empaneled agencies will be informed through email/post about the work& LTE.
- 6.2 The award of work for physical verification of ore/ product stock after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE).
- 6.3 Limited Tender Enquiry (LTE) shall be floated/shared to the empaneled agencies in the respective categories of empanelment to invite the price bids.
- 6.4 The LTE document will contain all the information required to facilitate empaneled agencies (for physical verification of ore/product stocks) to submit the price bid. The information will be on the detailed Scope of work, location, type of survey and their specifications, Time schedule, Deliverables, Special Conditions of Contract, General Conditions of Contract and the Payment terms, milestones for the job and other relevant information as applicable.
- 6.5 Acceptance of the bids, evaluation of offers received and placement of order will be as per the terms and conditions laid down in the Limited Tender Enquiry (LTE).

7. Scope of Services

Objective of the Assignment

The empaneled agency shall undertake physical verification of mineral/metal stocks at designated OMC mines and stockyards to:

- Accurately determine stock quantities,
- Identify discrepancies between physical stock and book records, and
- Ensure compliance with approved technical procedures and standards.

7.1 Scope of Services

7.2.1. Stock Measurement and Volume Estimation

- i) Conduct physical measurement of ore/product stacks of different grades using suitable technologies such as:
 - Total Station,
 - Terrestrial LiDAR,
 - Drone-borne Photogrammetry,
 - Drone-borne LiDAR
- ii) Calculate stack volumes using the **net volume method**.
- iii) Measurement readings shall be taken at suitable intervals, not exceeding **5 metres**, ensuring clear identification of toe, crest, and spot levels.
- iv) For small, regularly shaped stacks of approximately **500 MT or less**, measurements may be carried out using conventional tape measurement and geometrical methods.

7.2.2. Conversion Factor / Bulk Density Determination

- i) Establish stack-wise **Conversion Factor (Bulk Density)** through on-site testing using a cubic box and electronic weighing scale as per methodology prescribed by OMC and as per approved SOP. (as attached in **Annexure-8**)
- ii) Bulk density determination shall be carried out jointly in the presence of OMC representatives.
- iii) Multiple readings shall be taken, and the average value shall be used for quantity estimation.
- iv) Conversion factors shall be stack-specific and shall account for material type, stack age, and compaction characteristics.
- v) A note on the conversion factor adopted for each stack shall be annexed with the calculation sheets.

7.2.3. Quantity Computation

- i) Volumes measured in **cubic metres (Cum)** shall be converted into **Metric Tonnes (MT)** using approved conversion factors.
- ii) Tonnage shall be derived using the formula:
Quantity (MT) = Total Volume × Bulk Density

7.2.4. Survey Control and Reference Framework

- i) All surveys shall be carried out with reference to **pre-defined geo-referenced benchmarks** connected to the national grid.
- ii) Surveys shall commence from permanently fixed reference points with known **Northing, Easting, and Reduced Levels (RLs)**.
- iii) Where initial stack surface data is not available, the agency shall generate the base surface using available mine data, surface contours, and adjoining geological information.

7.2.5. Approvals and Compliances for Drone-borne surveys

- a) Drones used for the survey must be Directorate General of Civil Aviation (DGCA) approved and shall possess mandatory safety features as notified by DGCA from time to time.
- b) The Service Provider shall be responsible for obtaining the necessary permissions and clearances for drone operations from respective authorities whenever applicable such as, including but not limited to the following:
 - i. Ministry of Civil Aviation (MOCA)
 - ii. Directorate General of Civil Aviation (DGCA)
 - iii. Ministry of Defense (MoD)
 - iv. Ministry of Home Affairs (MHA)
 - v. Air Traffic Control (ATC)
 - vi. Local Police and District Administration etc.
- c) The above clearances and permissions shall have to be mandatorily obtained prior to commencement of the flight operation, and the agency shall have to also mandatorily submit a copy of the permissions and clearances received to OMC.
- d) It shall be the responsibility of the agency to ensure that the drone operations do not take place without obtaining the relevant permissions from respective authorities.

7.2.6. Participation of OMC Representatives

- i) All measurements shall be carried out in the presence of authorized OMC representatives nominated by the respective Regional / Mines Manager.

- ii) OMC Surveyor / Mining Engineer / Resident Geologist shall assist in identification of stacks and validation of measurements.

7.2 Data Generation and Documentation

- i) Generate field and processed data in standard digital formats such as **SDR / CSV / TXT / XLSX**.
- ii) Prepare DTM/DEM models and detailed calculation sheets for each stack.
- iii) Measurement data sheets shall be **jointly signed** by the agency and OMC representatives.
- iv) Submit:
 - One copy of signed data sheets to the concerned Regional Manager, and
 - Soft and hard copies of all DTM/DEM files and calculation sheets to OMC Head Office.

7.3 Drawings and Deliverables

- i) Submit plan drawings indicating:
 - Lease boundary,
 - Location of ore/product stacks, and
 - At least **one sectional view for each stack**.
- ii) Deliverables shall be complete, accurate, and auditable, suitable for statutory, vigilance, and financial verification purposes.

7.4 General Conditions

- i) All activities shall be carried out strictly as per OMC-approved procedures and instructions issued from time to time.
- ii) The bidder shall bear all costs related to manpower, equipment, data processing, and documentation unless otherwise specified in the LTE.

Annexure 1: Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To:
Head (C&P)
Odisha Mining Corporation Ltd.
Bhubaneswar

Subject: Submission of Bid in response to "Empanelment of agencies for conducting physical verification of ore/product stocks at different establishments of OMC Ltd."

Dear Sir,

I/we, the undersigned, have gone through the entire scope of work and keen to be empaneled ourselves with OMC in respect to your Bid document No. _____, Dated: _____, for providing services for **(Please select below whichever is applicable for Bidder)**

- A) Total Station Based Physical Verification**
- B) Terrestrial LiDAR Based Physical Verification**
- C) Drone-borne Photogrammetry Based Physical Verification**
- D) Drone-borne LiDAR Based Physical Verification**

I hereby submit the Bid which includes this Techno-Commercial Bid. Our Bid will be valid for acceptance up to 180 Days and I confirm that this Bid will remain binding upon us and may be accepted by you at any time before this expiry date.

We hereby confirm that:

The bid that is being submitted by us is in accordance with the conditions stipulated in the Tender.

- i) We have examined this Tender for Empanelment in detail and understood the terms and conditions stipulated in the Bid document and all/any subsequent communication/Corrigendum/addendum issued by OMC. We agree and undertake to abide by all these terms and conditions. Our bid is consistent with all the requirements of submission as stated in the Tender for Empanelment or all/any subsequent communication/Corrigendum/addendum issued by OMC.
- ii) The information submitted in our bid is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our bid, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

- iii) We acknowledge the right of OMC to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the Tender for Empanelment.
- iv) This bid is unconditional and we hereby undertake to abide by the terms and conditions of the Tender for Empanelment.
- v) We understand that any work sanctioned in pursuance to the empanelment process detailed in this Tender for Empanelment shall be on the terms and conditions specified in the Letter of Award/ Work Order/Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- vi) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Yours sincerely,

Authorized Signature [In full and initials]:

Name of the authorized Signatory:

Name of Firm:

Address:

Seal/Stamp

Annexure 2: Credentials with respect to Eligibility / Scoring Criteria

Please find below the summary of our work experience for your reference for

**A. Total Station Based Physical Verification / B. Terrestrial LiDAR Based Physical Verification/
C. Drone-borne Photogrammetry Based Physical Verification / D. Drone-borne LiDAR Based
Physical Verification (Strike off the one**

Table A: Eligibility Compliance Statement as per Clause 4.5						
Sl. No.	Clause Reference	Eligibility Requirement	Applicable Category / Technology	Bidder's Compliance / Credential Claimed	Supporting Proof Submitted	Document Reference / Page No.
1	4.5.1	At least one completed project involving physical verification of ore/product stock using Total Station, covering minimum 5 lakh tonnes or equivalent volume of 1.67 lakh Cu.m.	Category A - Total Station Based Physical Verification	[To be filled by Bidder]	Work order / agreement, completion certificate, client certificate / statutory auditor certificate, project summary sheet	[Document No./Page No.]
2	4.5.1	At least one completed project involving physical verification/survey of ore/product stock using Terrestrial LiDAR, covering minimum surveyed area of 75 hectares.	Category B - Terrestrial LiDAR Based Physical Verification	[To be filled by Bidder]	Work order / agreement, completion certificate, client certificate / statutory auditor certificate, project summary sheet	[Document No./Page No.]
3	4.5.1	At least one completed project involving physical verification/ survey of ore/product stock using drone-borne photogrammetry, covering minimum surveyed area of 75 hectares.	Category C - Drone-borne Photogrammetry Based Physical Verification	[To be filled by Bidder]	Work order / agreement, completion certificate, client certificate / statutory auditor certificate, project summary sheet	[Document No./Page No.]
4	4.5.1	At least one completed project involving physical	Category D - Drone-borne LiDAR Based	[To be filled by Bidder]	Work order / agreement, completion	[Document No./Page No.]

Table A: Eligibility Compliance Statement as per Clause 4.5						
Sl. No.	Clause Reference	Eligibility Requirement	Applicable Category / Technology	Bidder's Compliance / Credential Claimed	Supporting Proof Submitted	Document Reference / Page No.
		verification/survey of ore/product stock using drone-borne LiDAR, covering minimum surveyed area of 75 hectares.	Physical Verification		certificate, client certificate / statutory auditor certificate, project summary sheet	
5	4.5.2	Average financial turnover during the last 3 financial years should be at least INR 50 Lakh.	Applicable to all categories	[To be filled by Bidder]	Audited financial statements consisting of balance sheet, profit and loss statement and cash flow statement	[Document No./Page No.]

Note: The Bidder shall submit separate rows/category-wise details where credentials are claimed for more than one category. Each credential should be cross-referenced with documentary proof and page number to enable easy evaluation by OMC.

Table B: Credentials to be Submitted for Technical Evaluation as per Clause 4.6							
Sl. No.	Evaluation Parameter	Applicable Category	Maximum Marks as per Tender	Basis of Evaluation as per Clause 4.6	Credentials to be Submitted by Bidder	Supporting Proof Required	Document Reference / Page No.
1	1A - Number of years of experience in conducting surveys using suitable technology	A/B/C/D, as applicable	20	Years of relevant experience in the applicable technology/category.	Details of relevant survey experience, including category, technology used, client name, period of execution and completion date.	Relevant contract/work order and completion certificate issued by client.	[Document No./Page No.]
2	1B - Number of projects successfully executed in physical	A/B/C/D, as applicable	20	Number of qualifying and additional projects executed under the applicable category.	Category-wise project credentials indicating mineral,	Relevant contract/work order and completion certificate issued by	[Document No./Page No.]

Table B: Credentials to be Submitted for Technical Evaluation as per Clause 4.6							
Sl. No.	Evaluation Parameter	Applicable Category	Maximum Marks as per Tender	Basis of Evaluation as per Clause 4.6	Credentials to be Submitted by Bidder	Supporting Proof Required	Document Reference / Page No.
	verification of ore/ product stock in last five years				technology used, quantity/are a covered and completion status.	client.	
3	1C - Number of suitable equipment procured within last five years	Applicable technology-wise	10	Number of eligible equipment sets relevant to the applicable category.	Details of equipment including type, make/model, serial number, date of procurement and category supported.	Copy of invoice of equipment and ownership/statutory approval proof, where applicable.	[Document No./Page No.]
4	2A - Average financial turnover during the last 3 financial years	Applicable to all categories	20	Average turnover based on audited financial statements.	Financial year-wise turnover details for the last 3 financial years and average turnover considered for submission.	Audited financial statements consisting of balance sheet, profit and loss statement and cash flow statement.	[Document No./Page No.]
5	Approach Methodology and Presentation	Applicable to all categories	30	Understanding of scope, survey methodology, data acquisition, processing, validation and compliance approach.	Methodology note and presentation covering proposed approach for physical verification of	Presentation and methodology note submitted by Bidder.	[Document No./Page No.]

Table B: Credentials to be Submitted for Technical Evaluation as per Clause 4.6							
Sl. No.	Evaluation Parameter	Applicable Category	Maximum Marks as per Tender	Basis of Evaluation as per Clause 4.6	Credentials to be Submitted by Bidder	Supporting Proof Required	Document Reference / Page No.
					ore/product stocks.		

Table C: Project Experience Credentials								
Sl. No.	Category Applied For	Name of Client / Employer	Name and Description of Project	Technology Used	Considered Mineral	Quantity / Area Covered	Period of Execution / Completion Date	Supporting Proof and Page Reference
1	[A/B/C/D]	[To be filled]	[To be filled]	[Total Station / Terrestrial LiDAR / Drone-borne Photogrammetry / Drone-borne LiDAR]	[Iron ore / Chrome ore / Manganese ore / Bauxite / Coal / Other major mineral]	[MT / Cum / Hectares]	[Start date – Completion date]	[Work order, completion certificate, page no.]
2	[A/B/C/D]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[Document reference]
3	[A/B/C/D]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[To be filled]	[Document reference]

Table D: Credentials of Survey Professionals on Direct Payroll						
Sl. No.	Name of Professional	Designation	Relevant Survey Experience in Mines	Technology / Area of Expertise	Whether on Direct Payroll	Supporting Proof and Page Reference
1	[To be filled]	[To be filled]	[Years]	[TS / LiDAR / Drone / DGPS / Others]	[Yes/No]	Salary slip, EPF/ECR challan, CV on bidder letterhead, page no.
2	[To be filled]	[To be filled]	[Years]	[To be filled]	[Yes/No]	[Document reference]
3	[To be filled]	[To be filled]	[Years]	[To be filled]	[Yes/No]	[Document reference]

Table E: Credentials of Survey Equipment Procured within Last Five Years						
Sl. No.	Equipment Type	Make / Model	Serial No.	Date of Procurement	Category Supported	Supporting Proof and Page Reference
1	[DGPS / Total Station]	[To be filled]	[To be filled]	[Date]	[A/B/C/D]	Invoice copy, ownership proof,

	/ Drone / LiDAR / Laser]	filled]	filled]			statutory approval where applicable, page no.
2	[To be filled]	[To be filled]	[To be filled]	[Date]	[A/B/C/D]	[Document reference]
3	[To be filled]	[To be filled]	[To be filled]	[Date]	[A/B/C/D]	[Document reference]

Table F: Financial Turnover Credentials				
Sl. No.	Financial Year	Turnover as per Audited Financial Statements (INR Lakhs)	Average Turnover for Last 3 Financial Years (INR Lakhs)	Supporting Proof and Page Reference
1	FY 2023-24	[To be filled]	[Average of FY 2023-24, FY 2024-25 and FY 2025-26]	Audited balance sheet, profit and loss statement, cash flow statement, page no.
2	FY 2024-25	[To be filled]		[Document reference]
3	FY 2025-26	[To be filled]		[Document reference]

The Bidder shall ensure that all supporting documents are self-attested, clearly legible, indexed, and cross-referenced against the relevant table, clause number, document number and page number. Credentials without clear proof or page reference may not be considered for eligibility or scoring evaluation.

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 3: Format for Power of Attorney for authorized signatory
(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 Bid response against the Tender No. OMC/E-PROC/C&P/034/2026-27, Dtd: 09/09/2026 published by OMC for the “Empanelment of Agencies for physical verification of ore /product stocks”, 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 WHERE OF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF 2025.

FOR_____

(Sign and Seal)

(NAME, TITLE,

ADDRESS) WITNESS:

1.

2.

(ACCEPTED)

(Sign and Seal)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

Annexure 4: Details of Agency

Tender No: OMC/E-PROC/C&P/034/2026-27	Dtd: 09/09/2026
Legal Name & Nature of Business	
Type of Legal entity: Company/Partnership firm/Limited Liability Partnership/Educational Institute/Other Institute	
Contact details:	
a) Authorized Person	
b) Complete Address With name & Designation	
c) Telephone/Mobile No.	
d) Fax No.	
e) E-Mail	
f) Name & Address of Directors/Chief Executive Proprietor (Contact No.)	
g) Name, Designation and Address of the Authorized Person to Sign the Bid response	
h) Particulars of Bankers*	
Name of Bank	
Name of Branch, Branch Code & address with Pin Code No., Telephone No. With STD Code and FAX No.	
Nature of Account .i.e. SB/Current/CC	
Account No.	
9 Digit MICR No.	
11 Digit IFSC Code of Beneficiary Bank	
PAN number*	
Email address of Bank for Intimation regarding release of payment	
GST Registration number*	

*Enclose self-attested documentary proof

Signature of the Authorized Signatory of the Bidder with
Seal

Annexure 5: Format of Affidavit

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

Sub: Tender No. OMC/E-PROC/C&P/034/2026-27

Date: 09.09.2026

In response to the Tender for Empanelment as stated above, I/We hereby declare and solemnly swear that our Company/firm_____is not banned/black listed 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 maybe taken, I/We, here by 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/ Performance Security shall be liable for forfeiture in full, and the Bid response, if any to the extent accepted may be cancelled.

Signature of the Authorized Signatory of the

Bidder with Seal Date:

Place:

Annexure 6: Check-list for the Bid response

(To be closed with the Bid response)

Sl. No.	Documents to be submitted	Complied	Documents
1.	Signed copy of this check-list– Annexure 6 -with stamp		
2.	Cover letter– Annexure 1		
3.	Power of Attorney– Annexure 3		
4.	Details of Agency- Annexure 4		
5.	Affidavit- Annexure 5		
6.	Annexure 2 along with supporting documents towards fulfillment of Technical Criteria/Eligibility Criteria and Scoring and Financial Criteria		
7.	Incorporation & Registration related documents of the Entity as per clause 4.5.3.1		
8.	Copy of PAN		
9.	Copy of GST registration certificate		
10.	Bid Security Declaration as given as Annexure 8		
11.	Any other documents		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Format for Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 ("OMC") has issued a Letter of Award (LoA) dated (the "LoA") whereby OMC has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish Performance Security to OMC of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

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

Bidder's Letter Reference No. _____

Date: _____

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34,

Unit 5, Bhubaneswar

Odisha – 751001

Reference: NIT No. _____ Date _____

In response to the Tender Document above stated, I/ We hereby declare and solemnly swear and declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We will be banned/blacklisted for the period of maximum 3 years under the following conditions:
 - a. if any of the documents submitted by me/ us as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations 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))
 - b. if I/we withdraw or modify the Bid during the period of validity, or if I/we am/are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document.
- 3) AND, that I/we, shall have no right whatsoever, to claim for consideration/ compensation of my bid at any stage and the tender, to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 9: Approved SOP & Robust Policy

Attached separately in the Tender Documents along with DTCN.