



ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)

Bid Document
for
Hiring of the Service Provider for Stack
Sampling in different Mines of OMC
(through e-tendering)

Bid document No: OMC/E-Proc/CMC/56/2021 dated 10.12.2021

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E-procurement notice

Bid document No.: OMC/E-Proc/CMC/56/2021 dated 10.12.2021

1	Work name	Hiring of the Service Provider for Stack Sampling in different Mines of OMC
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 13-December-2021; Time: 5:00 PM
3	Last date for sending queries to OMC	Date:17-December-2021 ; Time: 5:00 PM ; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 18-December-2021; Time: 03:00 PM ; Venue: Virtual
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 21-December-2021
6	Bid Due Date	Date: 28-December-2021; Time: 5:00 PM
7	Opening of Techno-Commercial Bid	Date: 28-December-2021 ; Time: 5:30 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means
9	Tender Paper Fee (non-refundable) including GST	Amount: INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
10	Earnest Money Deposit (EMD)	Amount: INR 5,00,000/- (Rupees Five Lakh only)

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

Head- C&P

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House, Bhubaneswar-751001

Tel: 0674 2377524, 2377488

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 10- December -2021 ;
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 13 - December -2021 ; Time: 5:00 PM
3	Last date for sending queries to OMC	Date:17-December-2021 ; Time: 5:00 PM ; queries may be sent by email to cmc@odishamining.in
4	Pre-bid meeting	Date: 18-December-2021; Time: 03:00 PM ; Venue: Virtual
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 21-December-2021
6	Bid Due Date	Date: 28-December-2021; Time: 5:00 PM
7	Opening of Techno-Commercial Bid	Date: 28-December-2021 ; Time: 5:30 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Hiring of the Service Provider for Stack Sampling in different 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	Amount: INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 5,00,000/- (Rupees Five Lakh only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of Annual service Contract value (excluding GST) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 10
8	Nodal Officer	Name: Shri B C Behera Sr Manager , C&P Phone : 08342002829 Email : bcbehera@odishamining.in
9	Address of the OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/CMC/E-Proc/56/2021 dated 10/Dec/2021

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.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in

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

- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
OMPTS	Odisha Minerals (Prevention of Theft, Smuggling & illegal mining and Regulation of Possession , storage , trading and transportation) amendment Rules 2015
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement

SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

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

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by OMC notifying the 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/CMC/E-Proc/56/2021** dated **10/Dec/2021** for Hiring of the Service Provider for Stack Sampling in different 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(a)/ addendum(a);
- 5.14 “OMC” means 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 service

- 6.1 The selected Bidder shall provide the following services to OMC in the below mentioned timeframe:

Sl. No.	Name/ type of services	Brief description	Contract period	Mines for providing the services
1	Hiring of the Service Provider for Stack Sampling in different mines of OMC	Services to be provided: Hiring the necessary Auger Drilling and sampling equipment and Digital/IT system Operating & Maintaining the Auger Drilling and sampling equipment and Digital/IT system to capture the process	Initially for 1 Year , Renewal for another 4 years (annually)	1. Gandhamardan A&B 2. Tiring Pahar 3. Kurmitar 4. Daitari 5. South Kaliapani & Sukarangi

- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be of the following:</p> <p>i) One similar work completed of value not less than 30 Lakh</p> <p>Note:</p> <p>a. Similar services would be 'Any experience in Auger drilling /Soil testing/Soil exploration/Sampling "</p> <p>b. Applicable 5 (Five) years shall be preceding Five financial years from date of publication of NIT</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employer</p> <p>d) Summary of the project(s)/assignment(s) undertaken by the Bidder - as per Annexure 6</p>
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 (one) Cr</p> <p><u>Note:</u></p> <p>a. Applicable 3 (three) years – FY 2018-19, FY 2019-20 and FY 2020-21.</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements certified by its auditor</p>
7.3	Other Criteria	
7.3.1	<p>The Bidder can be either</p> <p>i) a Company (Private or Public), or</p>	<p>Copies of</p> <p>i) Company (Private or Public)</p>

#	Criteria	Required Documents
	ii) a registered partnership firm, or iii) an LLP firm iv) Sole proprietary	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association ii) Registered partnership firm <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership iii) LLP firm <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership iv) Sole proprietary <ul style="list-style-type: none"> • GSTIN and PAN
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3	The Bidder should not have been banned/blacklisted by OMC or any government service provider or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 7
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

#	Criteria	Required Documents
7.3.6	The Bidder ought to have been covered by the labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License

Note

- 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.

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 Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

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

8.7 Earnest Money Deposit (EMD)

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

8.7.2 Mode of Payment:

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

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

8.7.3 Return of EMD:

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

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

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

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

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
 - ii) if the Selected Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Purchase Order within the timeframe allowed by OMC;
 - iii) if the Selected Bidder fails to submit the Security Deposit within the timeframe allowed by OMC;
 - iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
 - v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
 - vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
 - vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;
- 8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.
- 8.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 8.9 **Issue of clarifications:** Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

- 8.10 **Issue of corrigendum / amendment:** At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.
- 8.11 **Extension of Bid Due Date:** OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 8.12 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents;
 - 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 supply of goods and installation and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for supplying of the required goods in accordance with the tender documents 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 issue of Purchase Order without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 **Language of the bid:** The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 **Techno-Commercial Bid:** Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
 - ii) Covering Letter as per Annexure 4
 - iii) Summary of the project(s)/assignment(s) undertaken by the Bidder - as per Annexure 6 (All experience/ assignments/ projects/ work orders of the bidder for the purpose of meeting Eligibility Criteria)
 - iv) Filled SA 8000 Compliance format as per annexure 11

- v) Techno-Commercial Bid checklist as per Annexure 8
- vi) Mandate Form for Bank payment through e-mode as per Annexure 9

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 5 and comprise of Following components:

Part A : Charges for Stack Sampling along with related IT services

Part B : Annual Escalation

Charges under PART-A shall be inclusive of

- 1) Profit
- 2) Equipment cost shall be inclusive of supply, spare, operation, maintenance as well as other associated statutory /obligatory liabilities
- 3) Manpower cost to carry out the scope of work of sampling along with IT Services
- 4) Consumable to carry out the scope of work of sampling along with IT Services
- 5) Benefit under Employees Compensation Act wherever applicable
- 6) Insurance
- 7) Administration Expenses
- 8) Interest Cost (if any)
- 9) Contingency
- 10) Conveyance
- 11) Accommodation and food arrangement of staff
- 12) Watch and ward of equipment
- 13) Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by OMC
- 14) Equipping Safety features in equipment and Safety PPE to manpower
- 15) Additional softwares and any other that the Bidder would like to factor to deliver the Scope of work

- I. The quantity mentioned in sl no 3 of Part A of Price bid is indicative quantity only for calculation of quoted price; actual quantity in month will vary. The quoted price under Sl no 3 of price bid (part A) will be used for payment of actual quantity dispatch for which scope of work has been executed by service provider

The annual escalation in part B will be applicable to respective year as mentioned in price bid with base of First year charges.

8.16 Material deviation

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

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

8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-

conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein, may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

8.19 Evaluation of Techno-Commercial Bids:

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

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

8.19.3 If required, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD.

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

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

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

8.20 Opening and Evaluation of Price Bids

- 8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.21 Selected Bidder:

For determination of the Selected Bidder, all 2 components (PART-A and PART-B in Clause 8.15.2) shall be considered. The overall quoted price of each technically qualified Bidder shall be computed in the following manner:

Quoted Price =

$2 \times \{\text{Annual charges from part A}\} +$

$\{\text{Annual charges from part A} \times (1 + 3^{\text{rd}} \text{ Year escalation \% quoted in Sl. 1 of Price Bid B}) +$

$\{\text{Annual charges from part A} \times (1 + 4^{\text{th}} \text{ Year escalation \% quoted in Sl. 2 of Price Bid B}) +$

$\{\text{Annual charges from part A} \times (1 + 5^{\text{th}} \text{ Year escalation \% quoted in Sl. 3 of Price Bid B})$

Where,

Annual charges from part A = Total Monthly charges quoted under part A (Sum of Total price from column F in Sl no 1,2 & 3) * 12

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

8.22 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the “Revised Price Bid”) submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price Bid received by OMC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by OMC on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

8.23 Signing of Agreement: Within 15 (Fifteen) days of receipt of the signed copy of the LoA, along with the Security Deposit, the Agreement shall be signed by the Selected Bidder, failing which the Security Deposit shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified bidder(s) who has submitted the next lowest Price Bid and ask such bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such bidder and proceed with such bidder in terms of Clause 8.21. Upon signing of the Agreement, the Selected Bidder shall be considered to be the “Successful Bidder”. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder

8.24 Performance security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet which is 10% of Annual contract value (excluding GST). The Selected Bidder shall submit the Performance Security at the Head Office, OMC upon issue of LoA within a period of 7 (Seven) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 10 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 the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMC designated officer/ key contact for this contract.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMC will only facilitate their visit.
- 9.1.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit
- 9.1.4 A maximum of 3 (Three) representatives from each Bidder shall be allowed to participate in the site visit.

9.2 Pre-bid meeting:

- 9.2.1 A pre-bid meeting shall be organized by OMC; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.
- 9.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder

10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the 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.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
- 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
- 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary. Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority,

State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

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

single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.

- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal 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

1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by 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

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

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

4. Service Order / Agreement Obligations

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the 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 and shall protect and indemnify completely the OMC from any claims/penalties arising out of any infringements.

8. Performance Security

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion or during its extended period, or
 - If the work performed by the Service Provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the Service Provider.
- 8.3. The proceeds of Performance Security shall be appropriated by the OMC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the OMC may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

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

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 15 (Fifteen) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

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

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

12. Termination of Service Order / Agreement

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

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OMC & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

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

13. Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMC shall have the right to procure the services from any other party for

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

14. Force Majeure

14.1. “Force Majeure Event” means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

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

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

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

15. Dispute Resolution

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

16. Governing Language

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

17. Notices

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

18. Permits & Certificates

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

19. General

- 19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

- 19.3. Losses due to non-compliance of Instructions

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

- 19.4. Recovery of sums due

All costs, damages or expenses which the OMC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the OMC, on demand, the balance amount.

20. Liability and Indemnity

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

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and
 - b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
 - c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC’s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.
- 20.2. OMC remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

21. Publicity & Advertising

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

22. Blacklisting

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

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

23. Insurance

- 23.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
 - I. loss of or damage to the works, plant and materials
 - II. loss of or damage to Equipment
 - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - IV. personal injury or death
- 23.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/Head of Department or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

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

24. Statutory and Legal requirements

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

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

- 25.1. The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMC:
- i) Social accountability standard SA 8000 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 and Submit the SA compliance format as given in Annexure 11.
- 25.2. ISO certification: OMC is an ISO 9001:2015 , ISO 14001:2015 & ISO 45001:2018 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMC and the certifying authority.

26. Safety

- 26.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant

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

- 26.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.
- 26.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.
- 26.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC.

Annexure 2: Special Conditions of Contract

1. General

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

2. Purpose/Objective, Scope of Work and Service requirement

2.1. Purpose/Objective of assignment

The OMPTS Amendment Rules was notified vide Steel & Mines Department Notification No 3803, dated 16.04.2021. Accordingly, the state Govt. issued the operational guidelines for Stacking, Sampling, and Chemical Analysis for grade determination. As per the guidelines, the stacking and sampling criteria shall be applicable to the lessees who have not availed exemption under the proviso of rule (10) of OMPTS Rules 2007.

The directive states that the minerals extracted and desired to be removed from the leasehold area have to be stacked in geometric shape of trapezoid with every stack having height not more than 3m and volume of ore, not more than 20000 Metric Tonnes.

This tender is to hire service provider to provide the equipment and manpower on hiring basis and execute the stacking and sampling procedure along with documentation and capturing with IT/digital system as per the operational guidelines published by Steel & Mines dept Notification dated 28.04.2021 for the Iron and Chrome Mines as specified below:

Location:

1. **Iron Mines:** Gandhmardhan-A, Gandhmardhan-B, Tiringpahar, Kurmitar, Daitari
2. **Chromite Mines:** South Kaliapani and Sukrangi
3. Any other mines as per requirement of OMC.

The requirement of set in respective mine is given in clause 2.3

2.2. Scope of Work

Detailed Scope of work with details of procedure of sampling and Digital activity mentioned in **Appendix A & Appendix B**

To carry out the above scope of work the service provider shall deploy the following:

1. Tractor with Auger (Auger spiral length 3m and spiral diameter 400mm) & Other equipment as mentioned in Appendix A.
2. All IT equipment as mentioned in Appendix B.
3. All consumables required for carrying out the scope of work.
4. A Bolero Camper for movement of equipment.
5. Required manpower to carry out the scope of work as mentioned in Appendix A & B.

The Successful bidder shall carry out the scope of work according to procedure for sampling and related IT services as mentioned in **Appendix A & Appendix B**

The procedure and scope of work as mentioned in Appendix A & B can be modified based on any amendment in OMTS rule attached as annexure 14 service provider shall carry out the work as per instruction of OMC , any revision in monthly charges due to addition/Reduction of scope of work, Manpower, Equipment and consumable will be negotiated at sole discretion of OMC

2.3. Service requirement

To carry out the scope of work, stack sampling and related IT services as mentioned in appendix A & B to be provided together at one stack/location with one set¹.

Site wise set requirements in across all mine :

Mines	District	No of Set
Gandhamardhan (A&B)	Keonjhar	2
Daitari	Keonjhar	1
Tiringpahar	Keonjhar	1
Kurmitar	Sundergarh	1
South Kaliapani & Sukrangi	Jajpur	1
Total		6

¹ One set comprises of the equipment & manpower together along with consumable required to carry out the scope of work as mentioned in Appendix A & B

In case of requirement of more set of equipment for other mines of OMC or in any of the above-mentioned mines, the service provider shall supply within month of receipt of requirement from OMC. The work shall be carried out as per the prevailing rate.

The Regional Manager can notify the service provider to shift the equipment from one mine to other as per requirement. The shifting charges from one mine to another shall be mutually negotiated based on the actual expenses at regional office.

However OMC reserve the right to split the contract(Set of service) in favor of more than one qualified bidder depending on requirement; Selected bidder shall get major quantity and remaining quantity shall be distributed to subsequent qualified bidder have second lowest quoted price at selected bidder's awarded price at sole discretion of OMC

The detailed operational guideline for stacking, sampling and specification of equipment/infrastructure is described in the notification No 3973-IV(A SM-33/2020/SM dated 28/04/2021 by Steel and Mines Dept. Govt of Odisha. The above notification is enclosed as **Annexure 14** for reference to carry out the work. In case of any amendment/modification in the guideline, the service provider shall carry out the work as per the amended/modified guidelines

3. Roles and Responsibility

3.1. OMC

1. OMC will provide excavator for the lump stack sampling.
2. OMC will provide the electricity required for charging of the IT equipment.
3. OMC can only provide accommodation if available which shall be provided on chargeable basis. OMC will only provide the necessary space to store the equipment and accessories.

3.2. Service provider

1. Deploy the set across mine and execute the scope of work in given procedure as mentioned in **Appendix A & B**
2. Supply, spare, operation & maintenance of equipment related to stack sampling & related IT services as mentioned in **Appendix A & B**
3. Accommodation and food arrangement of manpower
4. Fleet movement and watch and ward of the equipment shall be the responsibility of the service provider

5. Equipment shall be provided with required safety features.
6. Providing safety PPE to deployed manpower

4. Contract Period

- 4.1. The contract shall be initially awarded for one year i.e. from the date of commencement of the work . Based on OMC requirement and satisfactory performance of the service provider, the contract shall be renewed annually subject to maximum period upto another 4 (Four) years, at the sole discretion of OMC. The OMC management reserves the right to undertake the evaluation of the progress of work of the service provider during the last quarter/month of each year of the contract period
- 4.2. If the selected Service Provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case the OMC Ltd. will be free to award the balance tendered work to other Service Providers at L-1/ negotiated prices.
- 4.3. At any point of time or at the end of any year, OMC can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OMC.

5. Statutory and Legal requirements

5.1. Manpower deployment:

- 5.1.1. In respect of all manpower deployed by the Service Provider for the delivery of services to OMC, the Service Provider shall comply with all legislations and rules/ 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, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- 5.1.2. The Service Provider is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor(R&A)Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

5.2. Statutory law

- 5.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the Service Provider. In case of failure to do so, OMC may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Service Provider and/or take such action as deemed fit at its risk and cost.
- 5.2.2. In case the Service Provider fails to observe and perform and discharge its / his obligation under the applicable laws, OMC shall recover from the Service Provider any cost or expenses that it may have incurred or suffered on account of failure of the Service Provider.
- 5.2.3. The Service Provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before the OMC and other authorities as and when required under any applicable laws
- 5.2.4. The Service Provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. OMC will not be held responsible in any manner whatsoever, in respect of the worker engaged by the Service Provider for carrying out the job in OMC.
- 5.2.5. 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.
- 5.2.6. There will be no relationship of Employer – Employee between the OMC and manpower engaged by the Service Provider under the contract. It shall be the responsibility of Service Provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OMC.
- 5.2.7. The Service Provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commission r or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.
- 5.3. **Payment against Gratuity Act, 1972 / Bonus Act, 1965 and amendments thereof**
- 5.3.1. The Service Provider shall abide by the provision of the payment against Gratuity Act, 1972 / Bonus Act, Bonus Act, 1965 and amendments thereof and the rules and

regulations framed there under and maintain such register and documents in the prescribed forms and produce before OMC and/or any other Authorities as per the Applicable Laws as and when required.

- 5.3.2. The Service Provider shall give an undertaking that he will discharge this liability without fail as well as furnish an indemnity bond indemnifying OMC from liabilities whatsoever.

6. Payment Term

- 6.1. The Service Provider shall be provided 100% payments at respective regional offices for the following components :
- I. Payments of Monthly charges for stack sampling and related IT services
 - II. Payment on actual quantity dispatched for which scope of work has been executed by service provider
- 6.2. The Service Provider shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice. However, ESI contribution may be applicable if the workplace/ Mines is covered / notified under ESI. If ESI is not applicable in the particular Mines, Insurance coverage under work Men/ Employee Compensation Act shall be ensured.
- 6.3. The salary of all employees deployed at various locations as mentioned in the Appendix- A & B shall be made 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.
- 6.4. The Service Provider will keep OMC indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 6.5. The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 6.6. The Service Provider and the Service Providers employees shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Security Service Provider and their security staff in such activities, action will be taken against the Service Provider like removal of the Service Provider from the list of the security providers/such security employees will not be taken further on duty/contract will be terminated and consequential forfeiture of bid security already deposited against the contract.

- 6.7. The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees (including drivers) as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the service provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual deployed at mine to execute the scope of work. The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 6.8. The Service shall submit the Day wise equipment and Manpower unavailability statement and work impacted hours due to unavailability as given in Annexure 12 duly certified by personnel authorized by Mines Manager on day basis and counter signed by Mines manager on monthly basis.
- 6.9. The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the security Service Provider in respect thereof which may arise.
- 6.10. Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF/Bonus/ ESI (wherever applicable), etc. shall be to the account of Service provider.
- 6.11. In addition to the above, GST as applicable will be paid to the Service Provider on gross monthly invoice amount subject to submission of require proof as per rule. The service provider shall raise the invoice as per GST Act and Rules.
- 6.12. The Service Provider will submit the invoice in duplicate to the concerned Regional Office, OMC in every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
- a. Wages sheet of the employees for the relevant month
 - b. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank

- c. PF Deposit Challan & ECR copy of the month preceding the relevant month.
- d. Challan and ESI Deposit (if applicable) of the month preceding the relevant month
- e. Monthly equipment and manpower unavailability statement and Impacted work hours as given in Annexure 12 duly signed by personnel authorized by Mines Manager on day basis and counter-signed by Mines Manager on monthly basis.
- f. Material dispatch from stack for which service provider executed the scope of work duly signed by sales-in charge/ any personnel authorized by Mines Manager and certified by Mines Manager
- g. GST deposit challan of the month preceding the relevant month
- h. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance) of Regional Office
- i. and any other statutory deductions if so, will be submitted for the preceding month with the invoice

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the personnel in consolidated wages provided to other personnel

- 6.13. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning OMC's work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.

7. Price Revision

There shall be no revision in the first two years for the applicable quoted/negotiated charges for stack sampling along with related IT services. However, there will be escalation from 3rd year onwards as per the annual escalation percentage applicable quoted/negotiated by the bidder in the Part B of Price bid format; base price will be first year contract price.

8. Taxes & Duties

8.1. Indirect Taxes

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

to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.

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

reflect in Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.

- (v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
- (vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- (vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- (viii) The Service Provider hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMC.

8.2. Direct Taxes

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

9. Mobilization period , Liquidated Damages and Penalty

- 9.1. **Mobilization period** : The Successful Bidder shall have to deploy all the equipment and manpower and start the execution of scope of work within 15 (Fifteen) days of issue of LoA in accordance to the provisions of this NIT
 - 9.1.1. In case the service provider fails to mobilize with in stipulated period, Liquidated Damage shall be applicable @ 2% on Annual contract value (excluding operating charges) for delay of one month or part thereof.
 - 9.1.2. In case services has been delayed for more than one month ,the contract is liable for termination
- 9.2. If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, Penalty shall be imposed by OMC on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order / Agreement.
- 9.3. **Penalty** : After commencement of work , Service provider shall ensure the availability of manpower and equipment in all working day. In case of non-availability in any working

day/days, the penalty shall be deducted double of the value of non-available period on pro rate basis of monthly charges subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties) along with applicable GST.

- 9.4. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 9.5. OMC shall have full liberty to realise the LD through the following ways:
- a. Appropriation of the Performance Security; OR
 - b. Appropriation the of EMD (in case provision of Performance Security does not exist); OR
 - c. Reduction of the invoice/document value and release of the payment accordingly
- 9.6. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 9.7. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

10. Designated key contacts of OMC

Name : J R Jena

Phone No.: +91-9437554356

e-mail: jrjena@odishamining.in

Name: S R Prasanjit

Phone No.: +91-8763668461

e-mail: Prasanjit@odishamining.in

Name: Shri A K Mishra

Phone No.: +91-9040248699

e-mail: akmishra@odishamining.in

11. Limitation of Liability

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

12. Liability for Accident and Damages

Under the contract the selected service provider shall be responsible for any loss or damage to the equipment or to the manpower deployed by the selected service provider or its authorized agencies.

13. Other terms and conditions

- i. The service provider should be responsible to replace any absent manpower (both technical and operator)
- ii. Service provider should bear the cost of accommodation; OMC will only provide the necessary space to store the equipment and accessories.
- iii. The service provider firm must fulfil all conditions required under Contract Labor Act.
- iv. The service provider firm shall be governed by the laws of India and interpretations in accordance with such laws.
- v. OMC is not responsible for any dispute of resource supplied, and the resource so provided shall not be in any way be the employees, agents or representatives of OMC.
- vi. The service provider firm shall make the payment to the supplied resource by depositing Payment in their bank account. The wages/ remuneration paid by the contactor to his employees shall be equal to or more than the minimum prescribed wages laid down for the type of resource as per existing law/ regulations.
- vii. The resource employed by the supplier shall be above 21 years & below 60 years of age. They are to be well disciplined, medically and physically fit and skilled enough to carry out the job. Before on boarding the technical resource, the resource jointly interviewed by the firm and OMC.
- viii. The service provider firm shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal

accidents arising out of and during the Course of their duties. In the event of injury, illness or miss-happening to any worker, OMC will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act.

- ix. If required, the deployed manpower will wear proper uniform as approved by OMC with name Badges to be provided by the service provider firm, failing which wages of that day will be deducted.
- x. The service provider firm shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract.
- xi. If any loss is caused to OMC on account of negligence/dereliction of duties by the employees of the service provider firm, OMC shall be within its right to make it good from the service provider Firm.
- xii. The workers deployed by the Service provider shall adhere to the working time of each unit where they are employed. In case of urgency/ emergency, the labor can be deployed beyond normal duty Hours and the contractor shall be willing / able to accommodate such sudden demands.
- xiii. The service provider firm shall follow all the laws applicable in the territorial jurisdiction of the location of the Terminal.

Appendix : A – Detailed scope of work and equipment and manpower requirement for stack sampling

Details of work & Procedure to be carried out

Fines Stack:

Chromite:

1. Tractor and Auger drill (Spiral Diameter: 400 mm and Spiral length: 3m long, interchangeable) with required manpower & consumable for sample collection and preparation from the Ore stacks as per operational guideline specified for sampling under rule 10 of the OMPTS amended rule 2021.
2. The Service provider shall do the sampling activity as per operational guideline specified for sampling under rule 10 of the OMPTS amended rule 2021.
3. Sample collection from top of stack by pitting (trench) using auger drill.
4. Sample collection from all sides of stack by sectioning and horizontal trenching using scoop.
5. The service provider shall collect, mix and pack the samples in 3 (three) no. of bags to pack minimum 3.3 Kg in each bag.

Iron:

1. Tractor and auger drill (spiral Diameter: 400 mm and Spiral length:3 m long) with required manpower & consumable for sample collection and preparation from the Ore stacks as per operational guideline specified for sampling under rule 10 of the OMPTS amended rule 2021.
2. The service provider shall do the sampling activity as per operational guideline specified for sampling under rule 10 of the OMPTS amended rule 2021.
3. Fines sample collection from top of stack by pitting (trench) using auger drill.
4. Fines Sample collection from all sides of stack by sectioning and horizontal trenching using scoop.
5. The service provider shall collect, mix and pack the samples in 3 (three) no. of bags to pack minimum 3.3 Kg in each bag.

Lumps Stack:

Iron:

1. The service provider shall do the sampling activity as per operational guideline specified for sampling under rule 10 of the OMPTS amended rule 2021.

2. Lumps Sample collection from all sides of stack by sectioning and horizontal trenching using scoop.
3. Lumps Sample collected from top using excavator (provided by OMC) shall also be mixed and divided.
4. The service provider shall collect, mix and pack the samples in 3 (three) no. of bags to pack minimum 3.3 Kg in each bag.

Procedure for Auger Sampling:

1. After generation of the trenching locations in the App, the points are to be marked on stack with Lime or any colour, by the service provider.
2. Then, the Auger drill is to be taken to the top of the stack.
3. At the top, drilling is to be carried out at designated points.
4. The drill has to penetrate to the bottom of the stack.
5. After the auger head reaches the bottom of the stack, the auger is to be pulled up vertically by a single stroke without rotation.
6. The samples are to be collected from the mineral present on top of the spiral and not from the spill-over heap deposited around the hole.
7. The samples are to be mixed with the trench samples collected by sectioning and from the base. All the mixing is to be carried out on a mat to avoid contamination, which is to be provided by the service provider.

Thereafter, the total collected samples from each stack are to be reduced by means of coning and quartering and equally distributed and put in non-woven fabric bags carrying a minimum of 3.3kg

Equipment recruitment in one Set

Sl No	Item Required	Qty
1	Tractor with Auger (Spiral length-3m; Spiral diameter-400mm)	1
2	Scoop (As per IS Standards)	5
3	Bag with tag	3/stack
4	Bolero Camper	1
5	Sample preparation Mat	3
6	Spade/Fawda/ spade-fork	As per requirement

7	Digital Weighing Machine(capacity 10kg)-	1
---	--	---

Manpower requirement in one set for sampling

Designation	Type	Number
Site Supervisor	High Skilled	1
Operator	Skilled	1
Sampler	Skilled	1
Sampling Assistant	Semi-skilled	1
Helper	Semi-skilled	1
Camper driver	Skilled	1

Appendix -B : Detailed scope of work and equipment and manpower requirement for related IT services

List of IT related Activities To be executed

SL NO.	Skilled Manpower	Unskilled
1	Ensure all Hardware components are available at site like (NVR, SWITCH, CAMERA, Cables, Rack and others devices	Unskilled manpower shall be responsible for all passive work like: - Pole shifting, Digging, IT Equipment's & Camera's shifting etc. Responsible for Shifting of Cameras & accessories to desired laces as per instruction.
2	Camera and NVR Configurations and connections.	
3	Switch Connections for Camera and NVR. Crimping of UTP Cable as and when required.	
4	Power connections check to all IT Equipment's & all IT setup should be tested & working mode be ensured before starting of the Process.	
5	Schedule Daily Plan based on Available Stacks and execute it positively at site before inspection by Gov.-Officer.	
6	Site Supervisor shall taken responsibility and ownership for this activity positive.	
7	Backup Plan should be ready for any emergency and avoid any inconveniences.	
8	Hardware parts if any as required should always be ready for this and Ensure by site supervisor.	
9	Site visit and make a plan for Stack Active and passive work.	
10	Smartly face all issues on spot and resolve quickly.	
11	Regular basis update progress report for IT setup to concern persons & Dailly Basis submit the recorded data to Concerned OMC Personnel	

Equipment recruitment in one Set for IT related activity

Sl No	Material Required	Qty
1	4MP IP Bullet Camera with 40 m IR Distance	4
2	PTZ Camera 4MP 25x Optical Zoom network IR Speed Dome Camera with Mounting Bracket & Adaptor	1
3	8 Channel NVR with 4 TB Surveillance HDD	1
4	4TB Surveillance HDD	1
5	24-27 inches Display Monitor/TV	1
6	16 Port Web Managed POE Switch	1
7	9U Network Rack with Accessories	1
8	Cat 6 UTP Outdoor Cable	1 Box
9	1KVA Inverter with 150 AH Battery	1
10	Barcode Printer (Handheld Bluetooth Barcode Printer)/QR Code/ (Any other technology or mean that shall be used in future to support the Tagging activity)	1
11	Asus ROG Phone 3 _8GB, 128 GB, with Mobile Cooling Fan	1
12	Adhesive Super strength Sticker of 3.5 inches industrial Grade	1 roll
13	QR Code Scanner	1
14	NAS for backup	1
15	Tripod/Monopod/Pole (Extendible upto 5m) for camera	5 Nos

Manpower requirement for one set of IT related activity

Designation	Type	Number
Site supervisor	High-Skilled	1
helper	Semi-skilled	2

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 Goods – [•]”, including but not limited to signing and submission of all applications, bids and other documents and writings,

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

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

For

Witnesses

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

1.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Annexure 4: Covering letter

(On Bidder's Letter Head)

[Location, Date]

To:

●

Odisha Mining Corporation Ltd.

Bhubaneswar

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Bid document No. _____, Dated: _____. I hereby submit the Bid which includes this Techno-Commercial Bid. Our Bid will be valid for acceptance up to <Nos.> 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.

All the information and statements made in this Techno-Commercial Bid are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our Bid. If negotiations are held during the period of validity of the Bid, I undertake to negotiate on the basis of the Bid submitted by us. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Bid document and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this Bid and to bear any further pre-contract costs. In case, any provisions of this Bid document/ ToR including of our Techno-Commercial Bid & Price Bid is found to be deviated, then OMC shall have rights to reject our Bid including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the Bid and to clarify any details on its behalf.

I understand you are not bound to accept any Bid you receive.

I remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 5: Price Bid Format

Part A : Charges for Stack Sampling along with IT services

Sl. No.	Name/ type of services	SAC code	Unit	Quantity	Basic price per unit (In INR) (Excluding GST)	Total Price excluding GST (In Figure)
	A	B	C	D	E	F = D*E
1	Monthly Charge for Stack sampling (as mentioned in Appendix A of Special condition of contract)		1 Set	6		
2	Monthly charges of related IT service (as mentioned in Appendix B of Special condition of contract)		1 Set	6		
3	Operating Charges for per tonne of dispatch		INR	10 LAKH		

NB:

The bidder shall indicate the rate of applicable GST in annexure 13 and upload same in techno commercial bid.

PART B : Annual Escalation

#	Description	%
(a)	(b)	

1.	Third (3rd) Year Escalation on the total charges (Part A)	
2.	Fourth (4th) Year Escalation on the total charges (Part A)	
3.	Fifth (5th) Year Escalation on the total charges (Part A)	

Signature of the Bidder with seal

Tender Inviting Authority: Head (Contract & Procurement)

PRICE BID FORMAT IN PORTAL

Name of Work: Hiring of Service provider for Stack Sampling in different Mines of OMC.

NIT No. : OMC/e-Proc/CMC/56/2021 Dated 10.12.2021

Name of the Bidder/
Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
The Comparative statement shall be generated in the e-Procurement portal for five years automatically where as the Bidder has to quote Base Rate and % in respective fields

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (Excluding GST) To be entered by the Bidder in INR	Basic Rate To be entered by the Bidder in %	TOTAL AMOUNT Without GST (Annually) For five years	TOTAL AMOUNT Without Tax In Words
1	2	4	5	13	15	53	55
1.00	Description (Part-A)						
1.01	Monthly Charge for sampling per Set (Appendix B of Special Conditions of Contract)	6	Set			0.00	INR Zero Only
1.02	Monthly Charges of IT Service per Set (Appendix B of Special Conditions of Contract)	6	Set			0.00	INR Zero Only
1.03	Operating Charges per tonne of dispatch	1000000	Tonne			0.00	INR Zero Only
2	Annual Escalation from 3rd year (Part-B)						
2.01	The price towards 1st year shall remain same for (2nd Year Price)	1	Year			0.00	INR Zero Only
2.02	Price Escalation in % on the total charges (Part A) for Third (3rd) Year	1	Year			0.00	INR Zero Only

2.03	Price Escalation in % on the total charges (Part A) for Fourth(4th) Year	1	Year			0.00	INR Zero Only
2.04	Price Escalation in % on the total charges (Part A) for Fifth(5th) Year	1	Year			0.00	INR Zero Only
	The total amount at Col. BA shall be calculated Annual value automatically as below. 1st Year Price - Total of Sl.No. 1.01 to 1.03 2nd year Price - at Sl.No.2.01 3rd year Price - at Sl.No. 2.02 4th Year Price- at Sl.No. 2.03 5th Year Price - at Sl.No.- 2.04						
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Annexure 6: Bidder's experience

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

Annexure 7: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

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

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

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the mone 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 8: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	<Integrity Pact - Annexure 10>		
11	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 9: Mandate Form - on the letterhead of the Bidder

To

Odisha Mining Corporation Limited

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

Odisha – 751001

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

Dear Sir,

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

(Please furnish the information in capital letter)

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

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

3. Bank Particulars

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

* In case of Bidders having Bank account in Union Bank

4. Effective Date

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

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

Annexure 10: Format for Security Deposit Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) (“SERVICE PROVIDER”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 ("OMC") has issued a Letter of Award (LoA) dated (the "LoA") whereby OMC has agreed to engage the Service provider for (the “agreement”).
- (B) The LOA requires the SERVICE PROVIDER to furnish Security Deposit </Performance Security> to OMC of a sum of INR_____/ - (the "Guarantee Amount") as security for due and faithful performance of its obligations under and in accordance with the AGREEMENT, for a period of_____(the “Guarantee Period”).
- (C) We, through our branch at.....(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the SERVICE PROVIDER’s obligations, under and in accordance with the provisions of the agreement, on its first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service provider, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMC that the SERVICE PROVIDER has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the SERVICE PROVIDER is in default in due and faithful performance of its obligations under the agreement and its decision that the Service provider is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Service provider, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Service provider for any reason whatsoever.
 3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service provider and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Service provider before presenting to the Bank its demand under this Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the SERVICE PROVIDER contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the SERVICE PROVIDER, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the SERVICE PROVIDER or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfilment or compliance and/ or performance of all or any of the obligations of the Service provider under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.

10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to("Expiry Date including claim period" of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required detail to the beneficiary's advising bank (Union BANK of India, OMC CAMPUS BRANCH, BHUBANESWAR, IFS 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.....

12. Annexure 11 : SA 8000 compliance format

SA 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet,
Birth certificate, aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit
at the time of employment? Yes / No

Signature

Seal

- 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)

Signature

Seal

- 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

Signature

Seal

- If no, how do you terminate your employee?

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

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

Signature

Seal

- 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

Signature

Seal

Decleration:

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

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

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

(Signature)

Name of the person: _____

Designation: _____

Date ____/____/____

Seal of the organization

Signature

Seal

Annexure 12 : Format for Manpower attendance & Equipment availability

Date	List of Unavailable equipment	Unavailable Hours	List of Unavailable Manpower	Unavailable Hours	Work impacted (in hours)	Signed by authorized personnel from service provider	Signed by authorized personnel from OMC

Signatur
Mines Manage

Annexure 13 : GST Form

Sl. No.	Name/ type of services	SAC c de	Rate of GST
	A	B	C
1	Monthly Charge for Stack sampling (as mentioned in Appendix A of Special condition of contract)		
2	Monthly charges of related IT service (as mentioned in Appendix B of Special condition of contract)		
3	Operating Charges for per tonne of dispatch		

Annexure 14 : OMPTS Rule

STEEL & MINES DEPARTMENT

NOTIFICATION

The April, 2021

No. /2021/SM.— Whereas, the Odisha Mineral (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) (Amendment) Rules, 2021 (hereinafter referred to as the OMPTS (Amendment) Rules, 2021) has been notified vide_____.

And, whereas, the State Government have decided for modification of stacking and sampling exercise to be carried out for removal/transportation of minerals from the mines sources.

Now, therefore, in exercise of the powers conferred by sub-rule (15) of rule 10 of the OMPTS Rules, 2007 the State Government do hereby issue the following directions, namely:—

1. **Short Title :** Operational guidelines for Stacking, Sampling and Chemical Analysis for Grade determination under provisions of Transportation of minerals, Chapter (3), Rule (10), of the OMPTS(Amendment) Rules 2021.
2. **Extent :** This guideline shall extend to all the mining circles of the state of Odisha
3. **Commencement:** It shall come into force from the date as would be notified by Government.
4. **Terms & Expressions:** The terms and expressions used in this operational guideline, but not specifically defined here, shall have the same meaning as in the OMPTS (Amendment) Rules, 2021. Terms and expressions introduced in this guideline but not present on the OMPTS (Amendment) Rules, 2021, have been defined below

AR Camera	Camera having Augmented Reality features
Anchors	Cyber Anchors Superimposed and Visible on actual ore stacks

I3MS	Integrated Mines & Minerals Management System
JMO	Junior Mining Officer

RADO	Random Allocation of Designated Officer
RGSL	Random Generation of Sampling Locations
Clusters	A group of mines selected by proximity and production capacity to assign JMOs for sample collections
Geo-Fence	it is a location-based service in which an app or other software uses GPS, RFID, Wi-Fi or cellular data to trigger a pre-programmed action when a mobile device or RFID tag enters or exits a virtual boundary set up around a geographical location.
NVR	Network Video Recorder

5. Policy Regulations:

Request for Ore sampling and Chemical Analysis for Grade determination under provisions of Transportation of minerals, Chapter (3), Rule (10), of OMPTS (Amendment) Rules, 2021, by Lessees

Sl.	Process	Regulation Summary
1	Request for Sample Collection Inspection and Supervision	It states that the lessee or its authorized agent is required to tender an online request through the i3ms application (mobile or web interface) in FORM S Part 1 for the in-person mandatory supervision of the Junior Mining Officer for the sample collection process including; the random generation of sampling points, the collection of the ore via trenching and sectioning techniques, the mixing, bagging of primary, secondary and umpire samples. (Application procedure defined in section 8 of this notification).
2	Procedure for Onsite Sample Points Generation, Sample Collection,	It states the lessee or its authorized agent shall be marking corner points using Augmented Reality (AR) technology using the mobile app available with the inspecting JMO, and record the collection process from the random sample points

	Mixing and Bagging	generated by the AR technology in the JMO's mobile app. The JMO is also required to record the sample mixing process using the i3MS mobile app and bag and tag the samples (primary, secondary & umpire) using QR codes and tamper proof mechanism.
3	Request for Chemical Analysis of the Collected Samples	It states that the lessee or its authorized agent shall be given a provision to tender a request in FORM S part 2 for the chemical analysis of the samples after the JMO's supervision is duly completed (procedure described in section 8 of this notification). A provision is also given to upload the grade of the sample as determined in the Chemical Laboratory of the State Government and/or the Lessee's NABL accredited Laboratory, duly approved by the State Government (Application process defined in section 8 of this notification). These provisions are given online in the I3MS mobile & web applications.
4	Application for approval of Chemical Laboratory	It states that the lessee or its authorized agent shall be given an online provision in the i3MS web application to apply for approval against a NABL accredited testing laboratory established by the lessee(s) for the chemical analysis and subsequent grade determination of a sample duly collected on the basis of the application in FORM S Part 1 followed by request for chemical analysis in FORM S Part 2.

6. Applicability:

- a. Lessees who have not availed exemption under the proviso of rule (10) (7) of OMPTS Rules 2007.
- b. Operational Guidelines for Stacking, Sampling and Chemical Analysis for Grade determination under OMPTS (Amendment) Rules, 2021 (See Para__ _) are applicable for mines of all non-coal major and specified minor minerals.

- c. Mineral type : All non-coal major and specified minor minerals

7. Procedure:

A. STACKING

The minerals extracted and desired to be removed from the lease hold area have to be stacked in geometric shape of trapezoid with every stack having height of not more than 3 meter and volume of ores, not more than 20,000 Metric Tonnes.

b. REQUEST FOR SAMPLE COLLECTION UNDER JMO SUPERVISION

- i. The recommended first step will be to go to the URL: “_____” to download the i3MS mobile app. The minimum specifications of the mobile device on which the mobile app can function is provided in the Annexure ‘A’ of this Operational Guideline.

Alternatively, the applicant may login to the i3MS web application using the URL: “_____”.

- ii. In either of the above scenario, the applicant will be required to login to the web/mobile app using the existing i3MS lessee code and password.
- iii. In case of the mobile app, the applicant may proceed to apply in FORM S Part 1, by clicking on the “Request for Stack Sampling”.
- iv. In case of the web application, the applicant may apply by clicking on the menu “Sampling -> Apply for Requisition FORM S Part 1”.
- v. The applicant is required to provide information pertaining to the dimensions of the stacks and their geo-coordinates etc. The Annexure ‘B-1’ and ‘B-2’ contain the format of Form S Part 1 to be used.
- vi. Stack Eligibility: Stacks are required to be prepared on the spaces, either vacant or completely evacuated of the previous stacks duly recorded by uploading a geo-tagged image in the i3MS mobile app/web version.
- vii. Upon successful submission of the FORM S Part 1, each stack will be auto-assigned an ID and the lessee’s request will be auto-acknowledged with a notification containing the likely period of the JMO’s visit. All acknowledgment and notification formats/means are mentioned in Annexure ‘C’

- c. **SAMPLE COLLECTION PROCESS:** The multiple steps in this process are highlighted in the Annexure ‘D’ for further elaboration. The process is to be carried out for each stack

requested for in the FORM S Part 1. Additionally, the lessee or its authorized agent is

required to install video cameras at a height and angle so as to allow for a proper view of the stack during the sample collection process as specified in Annexure A1

- i. The name of JMO to supervise the sample collection process along with the details of inspection period and the Mines to be visited will be randomly assigned and will be notified on his mobile app and weblogin.
- ii. Thereafter the JMO is required to download all the stack details from his mobile app and sync it to the device before proceeding to the mines, so that the stack information is available even in offline mode on the device with the JMO.
- iii. The JMO, on reaching the mine site is required to activate the inspection process for a stack. The inspection will only be activated once the mobile app detects the presence of the JMO within the geo-fence of the stack i.e. the pre-determined proximity of the stack. The JMO must be at 1ft from the toe of the stack.
- iv. Post successful activation of the inspection, the JMO hands over the mobile device to the lessee or his authorized agent to continue the rest of the process of sample collection through the mobile app after clicking on the “Generate Sectioning Points” process.
- v. The lessee or his authorized agent is prompted by the mobile app to activate the AR (Augmented reality) Camera and proceed to the base of the stack.
- vi. Thereafter the lessee or his authorized agent is required to perform the following steps for all the 4 sides of the base of the stack
 1. The mobile app will prompt the holder of the mobile set to proceed to any corner of the stack to map the points of generation for any side of the stack. Accordingly, the starting and end of the side will be marked.
 2. After both the end points of the side are captured, the mobile app will automatically generate the sample points for the process of sectioning for that side. Points for a scooping from sides will also be generated. All points so generated will be visible via the AR camera as blue colored cyber physical anchors super-imposed on the stack surface.
 3. The lessee or his authorized agent, while keeping the AR camera opened will be required to traverse to each point. As points are traversed, the cyber physical anchors will become yellow. A marking will

be required to be created using chalk powder/flag posts of physical anchors and place them at the sampling point upon traversal.

4. The holder of the mobile set is then prompted to click a picture of all the sampling points generated for sectioning from a distance.
- vii. The lessee or his authorized agent is then required to activate the next step in the process called “sectioning sample collection”. The samples are required to be collected by means of sectioning and horizontal trenching from the marked points. While collecting from each point it is required to click pre and post pictures of the point of collection as prompted by the app.
- viii. The holder of the mobile set will then click on the “Generate Points for Trenching” process and the app will prompt to start generating the sampling points for trenching from the top plane of the stack.
- ix. Upon activation of the process, the holder of the mobile set will be prompted to activate the AR (Augmented reality) Camera and proceed to the top of the stack and the pictures of the 4 corners of the top plane of the stack are to be captured.
- x. After the four corners of the top are captured, the mobile app will automatically generate the 4 random sample collection points for the process of trenching in each of the 4 quadrants of the top plane of the stack along with one point in the center.
- xi. The holder of the mobile set, while keeping his AR camera opened will be required to traverse to each point. As points are traversed, the cyber physical anchors will become yellow. It will be required to create a marking using chalk powder/flag posts of physical anchors and place them at the sampling point upon traversal
- xii. While keeping the AR camera in the mobile app, the holder of the mobile set is then prompted to click a picture of all the sampling points generated for sectioning from a distance.
- xiii. Then the next step in the process called “Trenching sample collection” is to be activated. The samples will have to be collected by means of sectioning and horizontal trenching from the marked points. While collecting from each point it

is required to click pre and post pictures of the point of collection as prompted by the app.

- xiv. The sample collection via trenching should be collected up to a depth of 3 meters or the height of the stack whichever is greater.
- xv. The method for trenching for fines & CLO will be as below,

1. Trenching for Fines:

The Auger Drilling technique for trenching may be used for Fines. The auger drill is required to have a length greater than 3 meters or the height of the stack and a minimum spiral diameter of 400mm. The steps associated with the auger drilling technique for each of the stacks are described below:

Auger Drilling for Fines Stack:-

- a. After generation of trenching points, the auger drill is to be taken to the top using the ramp.
- b. At the top, the drilling process is to be carried out as shown in the image in Annexure-E
- c. The samples are to be collected from the mineral present atop the spirals of the drill and not the spillover heap deposited around the trenched hole

2. Trenching for Lumps:

- a. The Excavator/Poclain shall be used to dig a trench up to a depth of 3 meters or the height of the stack whichever is greater. Then the samples should be drawn by scraping from all the four sides through and through along the depth.
- xvi. The JMO will then be required to physically supervise the mixing of all the collected samples via sectioning and horizontal trenching from the base and above and trenching on the top plane.
- xvii. The JMO then activates the bagging process on the mobile app. This leads to the generation of the 3 unique QR codes for the primary, secondary and umpire samples
- xviii. The JMO will then oversee the equi-distributed bagging of the samples in non-woven fabric bags of 3.3 Kgs each and then use a handheld printer to print out

the QR codes on industrial-grade, super-strength, adhesive, tamper proof label stickers. (For specifications of the type of bag to be used, zip ties, printer and label stickers please refer to Annexure A)

- xix. The JMO will ensure that the stickers are properly pasted on the tamper proof zip ties and the non-woven fabric bags containing the primary, secondary and umpire samples are secured properly with the QR coded zip ties
- xx. The JMO will be required to color code the sticker for each of the samples with red for primary, blue for secondary and green for the umpire samples using a marker.
- xxi. The JMO will also click pictures of the samples which are bagged and tagged using the mobile app for all of the 3 non-woven fabric bags containing the primary, secondary and umpire samples.
- xxii. The JMO and lessee are required to complete all the above steps for each stack applied for in a single Form S part 1 request
- xxiii. The JMO is then prompted by the mobile app to fill the inspection report to complete the sample collection process
- xxiv. The Lessee is required to ensure that the recording feature of the camera is enabled/running during the entire duration of the sampling process and the same shall be available/archived with the timestamp for future reference as and when required.

d. REQUEST FOR CHEMICAL ANALYSIS OF THE SAMPLE

1. The request for chemical analysis shall be processed through the lessee's i3MS web application login for the secondary sample and the approval there of will be processed through the DDCA's web application login.
 - i. The lessee or his authorized agent has to request for "chemical analysis" in FORM S Part 2 (The format for the same is captured in Annexure 'D')
 - ii. After logging in to the i3MS web application, the DDCA will have to scan QR code before opening the bag and conducts testing of the sample.
 - iii. The DDCA will have to upload the result of analysis in the system.
 - iv. The lessee will also upload the result of the chemical analysis against each stack in the system.

v. In the I3MS system, Form K for the secondary sample will be auto-generated.

2. The chemical analysis of the primary sample shall be carried out by the lessee or his authorized agent in the Laboratory duly approved by the Director of Mines. On completion of the same, the lessee or his authorized agent will upload the result in the system and Form K for the primary sample will be auto-generated.

e. REQUEST FOR APPROVAL OF CHEMICAL LABORATORY

The request for approval of Lab can be processed through the lessee's i3MS web application login.

- i. Lessee can apply in FORM Q for approval of the NABL accredited Lab, established by him.
- ii. The lessee may also apply to have his testing done in an approved lab of another nearby mine in the same FORM Q. In such cases, the lessee of the other mine will need to acknowledge and provide an NOC for the usage of their lab by the applicant lessee.
- iii. The FORM Q application goes to the Director Mines for approval and can be tracked by the lessees for further action.
- iv. Inspection of the lab, if required, will be carried out prior to approval by the Director of Mines.
- v. Upon Approval, the applicant Lessee is notified and a LAB PERMIT is generated for the same
- vi. This approval is a one-time activity, however, an application flow also exists for the withdrawal of this request.

8. **Timeline for completion Supervision of Sample collection after FORM S Part 1 request: Three days.**

9. **Timeline for the rejection of the request for chemical analysis, if warranted:** Not more than one week from the date of receipt of the sample.
10. **Timeline for the testing and archival of the samples:** Not more than two weeks from the date of receipt of the sample.
11. **Caveat:** Any deviation from the above timelines, has to be justified by the competent authority with reason.

Annexure A

Minimum Specifications to download the mobile app for JMO and Lessee



1. JMO Device:


- a. Android API Level 24+
- b. RAM – 8GB or higher
- c. Internal Memory – 64 GB or higher
- d. Camera – 108 MP or higher
- e. Processor – Snapdragon 865/Snapdragon 888/Exynos 2100
- f. OS - Android 10 or above
- g. GPS – Dual band (GLONASS, BEIDOU, GALILEO, NABIC)

2. Lessee Device:

- a. Android API Level 24+
- b. RAM – 4 GB or higher
- c. Internal Memory – 32 GB or higher
- d. Camera – 48 MP or higher
- e. Processor – Snapdragon 720 or above
- f. OS - Android 10 or above
- g. GPS – Dual band (GLONASS, BEIDOU, GALILEO, NABIC)

3. <u>Bag Specifications</u> <ol style="list-style-type: none">a. Material : Non-Woven fabric bagb. Capacity : 5 Kgsc. Size : 11x14 inches	
4. <u>Zip Ties Specifications</u> <ol style="list-style-type: none">a. Type : Zip ties with label plateb. Material: Nylon Zip Cable Tie Label Strap Strip with	

<p>Marking Tag</p> <p>c. Tag Label Size : 4 inches to 6 inches</p>	
<p>5. <u>Sticker Specifications</u></p> <ul style="list-style-type: none"> a. Adhesive, Super strength stickers b. 3- 5 inches in size c. Industrial grade 	
<p>6. <u>Printer Specifications</u></p> <ul style="list-style-type: none"> a. Handheld printer b. Bluetooth Barcode Label printer- TSC Alfa-3R c. IP54-rated protective case to resist dust and water d. Plastic design with rubber over-mold construction that withstands 5 ft. (1.5 m) drop e. Wired & wireless communication interfaces: USB 2.0, RS-232, Bluetooth, and 802.11 a/b/g/n f. High capacity 2500 mAh rechargeable Lithium Ion batteries 	

<ul style="list-style-type: none"> g. Large Paper capacity to reduce the frequency of changing paper roll h. High-speed processor and extensive memory for fast print speeds of up to 4" (102 mm) per second i. Last more than 30 hours of printing receipts on a single battery charge j. Supports TSPL-EZ (EPL2 and ZPL emulations), ESC-POS or CPCL emulation k. 2-Year Warranty 	
<p>7. <u>QR Code Scanner</u></p> <ul style="list-style-type: none"> a. Hands free/Standing Barcode Reader b. Symbology Decode Capability - 1D/2D c. USB 2.0, RS-232, RS-485 Interface supported d. Transfer Speed Must be 12/Megabits/Second through USB 2.0 & 115 kb/second through RS-232 e. Imager Field of View 40-46° Horizontal x 28-29.5° Vertical f. Warranty One Year 	

warranty with onsite service support from Go- Live date	
---	--

Annexure A1

Video Camera Installation Guide:

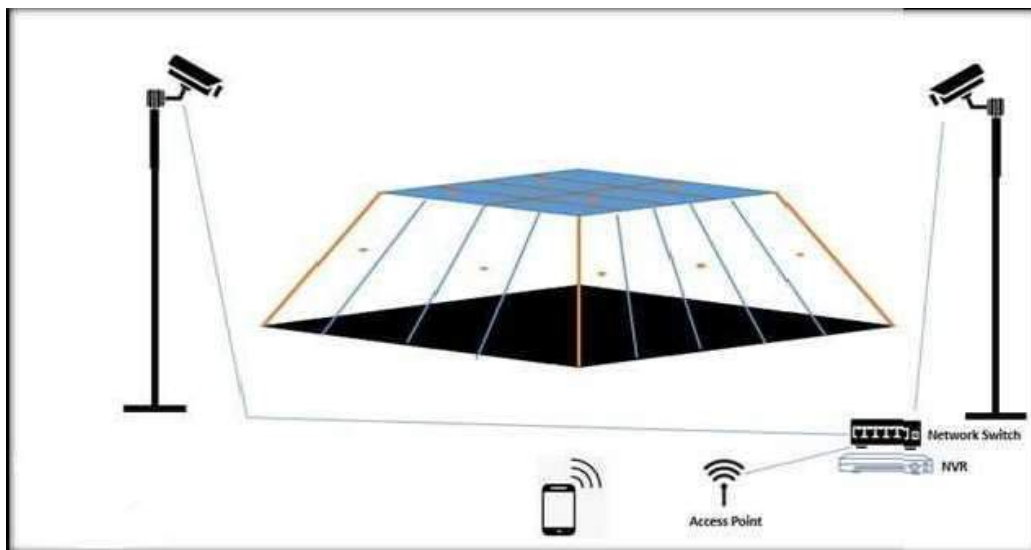
Multiple IP cameras and NVR (Network Video Recorder) system for capturing the footage of the entire stack (Top and Surrounding)

Camera Specifications:

1. Type: IP PTZ Camera
2. Image Resolution: 4 Megapixel
3. Day & night: IR 50M
4. Wide dynamic range: Yes
5. Protocols : TCP, UDP, HTTP, HTTPS, DHCP, PPPoE, RTP, RTSP, IPv4, Ipv6, DNS, DDNS, NTP, ICMP, ARP, IGMP, SMTP, FTP, UpnP, SNMP, Bonjour
6. POE: Yes
7. Outdoor: Yes
8. Frame rate: 30fps (1920 x 1080)
9. Live video streaming facility should also be there.

Below is a representative image of the camera installation to indicate the proportion of the height of the camera installation w.r.t. the stack height

The video footage should be archived for at least 45 days or until stack evacuation whichever is higher



Annexure B1

Lessee Logs in to Lessee Mobile App and submits the request for Sampling by providing the stack details in Form S part I as shown below

The image displays two screenshots of a mobile application interface for adding a new stack. The left screenshot shows the form with the following fields and values: Fines (dropdown), Quantity (12411), Stacking Date (25-Feb-2021), Base Length (52), Base Breadth (52), Height (3), Top Length (37), Top Breadth (37), Cubic Content (0.112), Conversion Factor (2.2), and Quantity (17546.4). The right screenshot shows the same form with the following values: Cubic Content (10608), Conversion Factor (2.5), Quantity (26520.0), Corner 1 (20.2988116, 85.8310581), Corner 2 (20.5454584, 85.462455), Corner 3 (20.6458484, 85.549649), and Corner 4 (20.5455454, 85.6495451). A 'VALIDATE & ADD' button is visible at the bottom of the right screenshot.

Field	Value
Fines	(dropdown)
Quantity	12411
Stacking Date	25-Feb-2021
Base Length	52
Base Breadth	52
Height	3
Top Length	37
Top Breadth	37
Cubic Content	0.112
Conversion Factor	2.2
Quantity	17546.4

Field	Value
Cubic Content	10608
Conversion Factor	2.5
Quantity	26520.0
Corner 1	20.2988116, 85.8310581
Corner 2	20.5454584, 85.462455
Corner 3	20.6458484, 85.549649
Corner 4	20.5455454, 85.6495451

Annexure B2

On successful submission of Form S part I from the mobile app, the Lessee shall be able to view the submitted Form S from the i3ms Web portal by logging into the system.

FORM S
APPLICATION FOR SAMPLE COLLECTION

To,
The Deputy Director of Mines/Mining Officer
JODA, Cuttack Dist. KEONJHAR

Dear Sir,

I would request you for sample collection & analysis of Iron Ore from Rungta Mines Ltd. The Mineral Ore has been raised and stacked properly from the demarcated surface right area.

Particulars of Stacks

Sr	Nature	Quarry No.	Stack No. (System Generated)	L (Mts.)	B (Mts.)	H (Mts.)	Cubid Content	CF	Qty. (in MT)
1	Iron Ore	17545	82132711336	57.08	57.08	4.88	1594.08	3.50	35581.38

Yours faithfully,
Manager Mines
Rungta Mines Ltd.
(Signature and designation)

Below is the sample format for the same (for reference purposes).


Annexure C


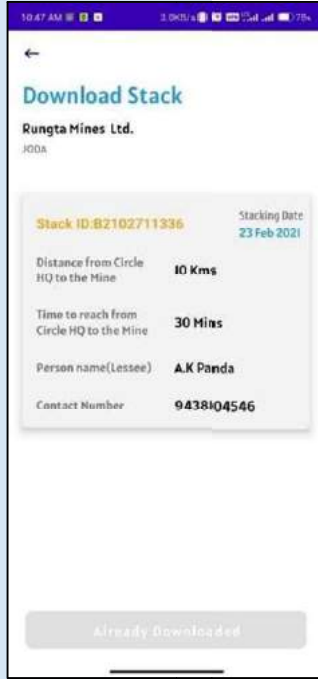
The Lessee on logging in to the web portal can view all the submitted Form S with the details under the menu “Sampling -> View Requisition Form”.



The screenshot shows the 'View Requisition Form' page in the i3MS web portal. The page has a sidebar on the left with a navigation menu. The main content area displays a table of requisition forms. The table has the following columns: S/N, Request No, Requisition Date, No. of Stack(s), No. of Approved Stack(s), View Details, and View Detail. The table lists 10 requisition forms. The left sidebar shows the navigation menu with 'Sampling' selected. The top header shows the i3MS logo and the text 'Department of Steel & Mines'.



S/N	Request No	Requisition Date	No. of Stack(s)	No. of Approved Stack(s)	View Details	View Detail
1	RB2102711336387	26 Feb 2021	1	0	View Form S	View Detail
2	RB2102711335286	25 Feb 2021	2	0	View Form S	View Detail
3	RB2102711332285	25 Feb 2021	2	0	View Form S	View Detail
4	RB2102711331284	25 Feb 2021	2	2	View Form S	View Detail
5	RB2102711329164	18 Feb 2021	1	1	View Form S	View Detail
6	RB2102711328163	15 Feb 2021	1	0	View Form S	View Detail
7	RB2102711326162	15 Feb 2021	2	2	View Form S	View Detail
8	RB2102711334161	15 Feb 2021	2	2	View Form S	View Detail
9	RB2102711322160	15 Feb 2021	2	2	View Form S	View Detail
10	RB2102711321155	10 Feb 2021	1	0	View Form S	View Detail

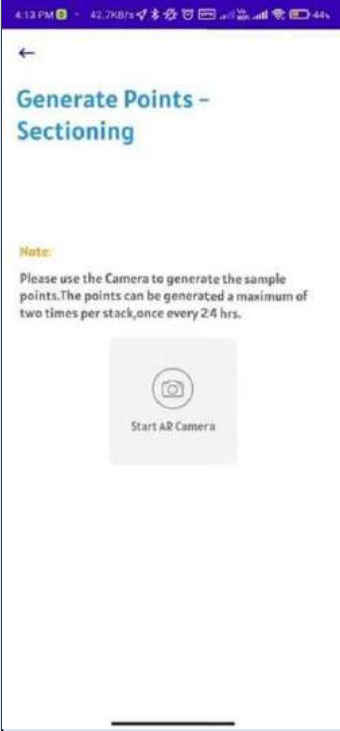
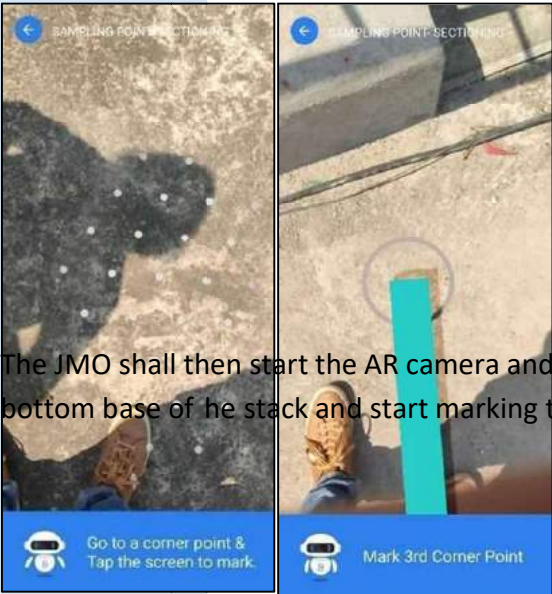
Annexure D

Steps	
1)	JMO logs in to the mobile app
2)	Login through secured credentials as provided.
3)	JMO is presented the dashboard view. This view shall have information on the submitted Form S that are assigned to it from the mines the JMO is tagged to along with the inspection date range associated with each Form S. 
4)	JMO selects a particular stack from the assigned Form S, the JMO shall be able to see the various steps associated with the Sample Procedure for the stack and as well as the status of each of the process. Since none of the steps have been initiated everything in the below image shows up as incomplete.


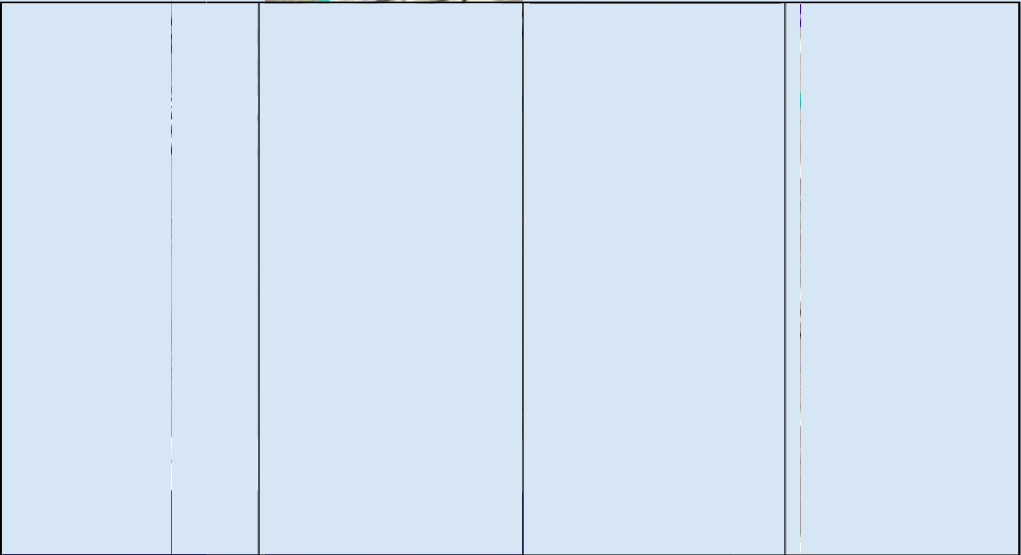
Steps	
	
5)	<p>JMO downloads the stack information from the Down Stack Information screen. This shall be done when within network. The same information shall be available later at the Sampling site in the offline mode. The screen for Download stack is shown below</p>  <p>On completion, the process comes up as completed.</p>



Steps	Description
	
6)	<p>On successful download of Stack Information the JMO shall visit the stacking site. Once at the site the JMO shall try to activate on-ground inspection. If outside the geo-fenced stack the activation will not be successful and shall throw an error message stating as shown below.</p>  <p>But if the JMO is inside the geo-fenced stack then the activation shall be successful as shown below</p>



Steps	Description
	 <p>Once the activation is done successfully the process shall show as completed as shown below</p> 
7)	<p>Sectioning – Once the inspection is activated, the JMO shall start the generation of Sample Collection points for Sectioning. The JMO shall select the process Generate Points – Sectioning and the below screen shows up</p>


Steps	Description
	<div data-bbox="389 342 730 1070">  </div> <p data-bbox="389 1512 1401 1590">The JMO shall then start the AR camera and go to any of the four corners of the bottom base of the stack and start marking the sides as shown below</p> <div data-bbox="389 1167 943 1758">  </div>


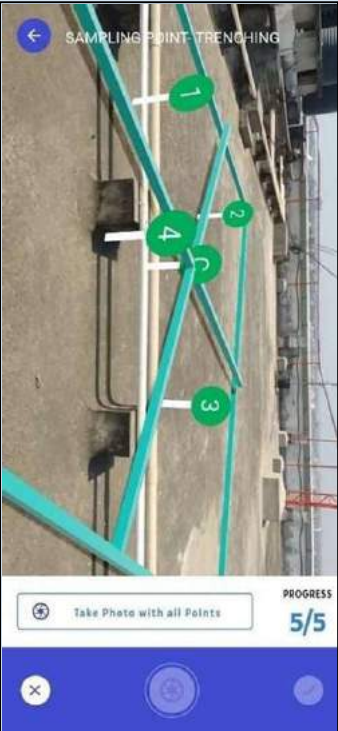

On mapping of all the 4 sides the random sampling points shall be generated as shown below


Steps	Description
	<div data-bbox="389 336 708 1066">  </div> <p data-bbox="370 1077 1516 1196">Once the points are generated the JMO shall navigate to each Sampling point and mark the same. Once all the sampling points are marked the JMO shall capture the image as shown below</p> <div data-bbox="389 1209 1414 1762">  </div> <p data-bbox="370 1774 1516 1859">Once all the sampling points are marked the process shall come up as completed as shown below</p>



Steps	Description
	
8)	<p>Once the points are generated and marked the JMO shall navigate to the marked points for sample collection and post collection shall capture image of the point as shown below</p>  <p>Once samples are collected from all the sampling points and the images are captured the process shall come up as completed as shown below</p>


Steps	
	
<p>9)</p>	<p>Trenching – Once the inspection is activated, the JMO shall start the generation of Sample Collection points for Trenching. The JMO shall select the process Generate Points – Trenching and the below screen shows up</p>  <p>The JMO shall then start the AR camera and go to any of the four corners of the top of the stack and start marking the sides as shown below</p>


Steps	Description
	 <p>On mapping of all the 4 sides the random sampling points shall be generated as shown below</p> <p>Once the points are generated the JMO shall navigate to each Sampling point and mark the same. Once all the sampling points are marked the JMO shall capture the image as shown below</p>


Steps	Description
	  <p>Once all the sampling points are marked the process shall come up as completed as shown below</p> 


Steps	
10)	<p>Once the points are generated and marked the JMO shall navigate to the marked points for sample collection and post collection shall capture image of the point as shown below</p>  <p>Once samples are collected from all the sampling points and the images are captured the process shall come up as completed as shown below</p>

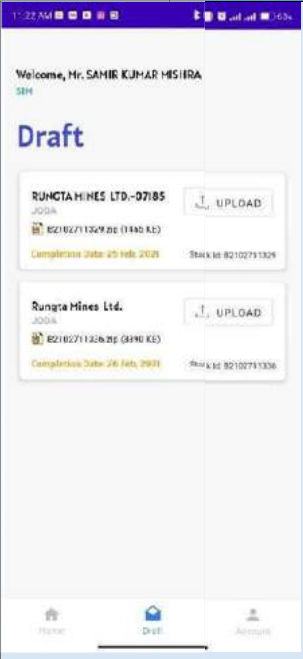
Steps	Description
	
11)	<p>Once the sample collection done, the samples are mixed and divided into three parts – Primary, Secondary & Umpire. Each shall be bagged in a separate bag and the mobile app shall generate a QR code for each as shown below</p> 

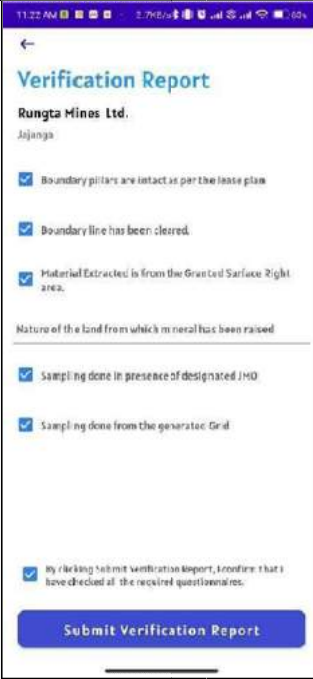

Steps	
	<p>A print out of these QR codes shall be taken and same shall be put on zip ties which in turn shall be used for sealing the sample bags. The image of the printer and zip ties with QR code is shown below</p>  <p>Once the bags are sealed and the images of the same are captured from the camera the process comes up as completed.</p>

Steps	Description
	
12)	Once process of Bagging is done the JMO shall file an Inspection closure report with remarks and a declaration stating that the entire process has been carried out in the JMO presence as shown below

Steps	
	
13)	<p>Once inspection closure report is filed all the associated Sampling process comes up as complete</p>
14)	<p>Once all the process are complete the Status against the stack shall be completed but the sampling related details shall be saved in draft state. Since there is no network</p>

Steps	
	<p>connectivity the information is not available in central server hence all the information are in draft mode as shown below</p> 
15)	The JMO shall upload the draft state information to central server once its connected to network as shown below

Steps	Description
	 <p>Once uploaded the status shall come up as uploaded against the stack</p>
16)	Once the sampling details are uploaded successfully, the JMO shall file a Verification Report as shown below where it provides reports on the Lessee

Steps	Description
	 <p>Once the Verification report is filed, the status against the stack comes up as Report Submitted</p> 
17)	Once the JMO submits the verification report successfully the Lessee shall login into the i3ms web portal and apply for Chemical analysis of the sample using Form S part II

Steps

as shown below

i3MIS
Department of Steel & Mines

Form 5 (8870271336297) Details - Part II

Transaction: Length: Miles (14)
Request No: 8870271336297
Applied Date: 13 Feb 2021

Transaction: 8718528801
Mineral Name: Iron Ore

Stack Particulars

SRF	Nature	Quarry No.	Stock No.	Base Length (in Mts)	Base Breadth (in Mts)	Height (in Mts)	Top Length (in Mts)	Top Breadth (in Mts)	Cubic Content	Conversion Factor	Quantity (in Mts)
1	Crushed Stone	12345	6210271336297	17.50	3.00	4.00	21.00	3.10	1,096.00	2.25	2807.25

Remarks:

SAVE **CANCEL**

Annexure E



Auger Drill mounted on the tractor

Lumps Stack of 16,000 MT created for

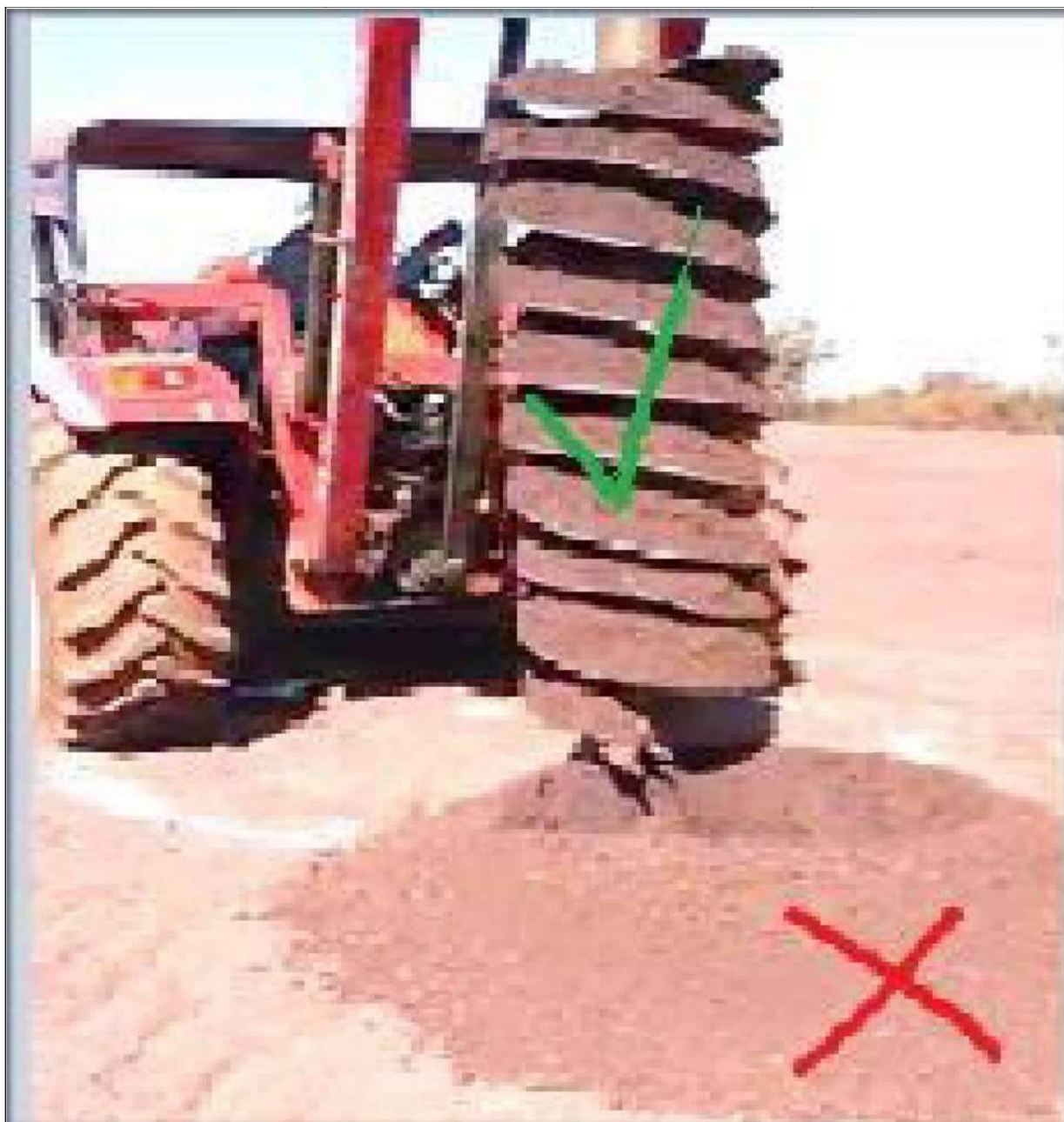




Fines Stack of 20,000 MT created for Sampling

Annexure E1

The depiction of the correct place to collect the sample from after the drilling has taken place in case of trenching. The sample is to be collected from all the deposits atop the spiral and not the spill over heap surrounding the hole





Different Stages of Augur Drilling for Fines





Scooping through excavator and bagging