

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)

MINES OFFICE: At/Po-Thakurani, Via. Barbil Dist-Keonjhar, Odisha- 758035 e-mail: bh.omdc@birdgroup.co.in	HEAD OFFICE: Ground Floor-271, Bidyut Marg, Unit-IV Shastri Nagar, Bhubaneswar- 1(Odisha) e-mail: info.birdgroup@nic.in
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NOTICE INVITING TENDER (NIT)

FOR

ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

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**NOTICE INVITING e-TENDER
(NIT)
OPEN e-TENDER**

NOTICE NO:-OMDC/G&E/Mines/04/2025-26 Date:02/12/2025

Sealed e-Tenders in the prescribed form are invited from the experienced BIDDERS for the following:

1. BRIEF SCOPE OF WORK:

“ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

The approval of Stage -II Forest Clearance in respect of Belkundi Iron & Manganese ore Mines of M/s OMDC Ltd is over 384.54 Ha. (excluding Safety Zone), which was approved on 26.02.1998 and subsequent extension of FC, co-terminus with lease period is also granted by MoEF & CC. The diverted area of 384.54 ha. was calculated considering the total forest area of 448.276 Ha.

After abstraction of SABIK, the total forest land comes to 695.907 Ha. against which, OMDC has obtained only 384.54 ha. of stage -II Clearance. Now, **agency / consultant has to make on line application for Grant of Forest Clearance so that resumption of active mining can be done.**

2. EARNEST MONEY DEPOSIT (EMD):

EMD of Rs.1,75,000/- shall be paid through NEFT or in the form of BG in favor of “The Orissa Minerals Development Company Limited”. As per the bank account details as mentioned below:

EMD amount to be remitted through NEFT to the Current BOB Bank Account of OMDC Account No. 00480200000380 IFS code: BARB0BARBIL.

If opted for NEFT/RTGS, scanned copy of UTR details/challan shall be attached at Tech RFx c Folder of RFx as proof.

Online Payment in SRM portal: ‘Online EMD Payment’ or ‘Challan mode of payment’ facilities in SRM portal is not available for this tender. Bidders are requested not to submit EMD through this mode.

EMD submitted in the form of Bank Guarantee as per the format enclosed at Annexure-13 shall be enforceable at Barbil. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone numbers of the Controlling Branch of the Bank where from confirmation for the BG can be obtained.

Bidders should upload the scanned copy of the BG in their Tech RFx c Folder and should submit original BG to OMDC before opening of the Bid.

3. BID SECURITY DECLARATION (BSD):

Bid Security Declaration shall be submitted in the prescribed format provided at Annexure-2.

4. e-TENDER DOCUMENTS' AVAILABILITY:

e -Tender documents can be obtained by downloading from OMDC website www.birdgroup.co.in→OMDC-TENDERS → View/ save complete tender Document / RINL's SRM Portal / CPP.

N.B: Bidders should note that the clauses in the present NIT will supersede any corresponding clause/(s) mentioned elsewhere in the e-Tender documents.

5. ELIGIBILITY CRITERIA:

As per Annexure-1.

6. SUBMISSION of E-TENDER PROCEDURE (BID 2 PART % E RFX):

- 6.1** Present tender is issued through RINL's SAP SRM 7.0 for Electronic Tendering System. E-RFx Response to be submitted electronically through System only. No physical paper/print needs to be submitted in the Tender stage unless specifically asked for. Bidders need to have User ID and Password to participate in SRM E-Tenders. If a Bidder who wish to participate and not having User ID and Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.
- 6.2** In 2-Part E-RFx, Technical RFX Response is to be uploaded to Tech. RFX cFolder and Price RFX is to be quoted in Bidding Engine by Bidders.
- 6.3** E-Tendering User Manual available in SRM Portal contains the procedure for participating in RINL e-Tenders.
- 6.4** Bidders should to ensure the following before submitting the 2-Part E-RFx Response.
- 6.5** All Mandatory questions are answered and requisite documents which consists of following are uploaded into Tech RFX cFolder including the EMD Submission proof by Bidders.
- A. Eligibility Criteria Fulfillment:**
- Valid documentary evidence in support of eligibility as per clause no. 5 above.
 - Duly signed "Integrity Pact" refer to Annexure-3 of NIT.
- B. All Techno-Commercial documents required as per Tender document which consists of following should be uploaded into Tech RFX cFolder by Bidders:**
- i. Commercial Part:**
- Commercial offer in terms of requirements set forth in bidding documents.
 - Notarized copy of Power of Attorney in favor of Authorized signatory.
 - Copies of Permanent Account Number (PAN), registration under Goods and Services Tax (GST) Act, as applicable.
- ii. Technical Part:**
- Technical offer in conformity to the Scope of Work given in the Bidding document.
- C. Prices and Taxes (Conditions) are to be quoted in the bidding engine by Bidder. "Bidders must double check the Price being quoted by them appearing in figures".**

Price should not be disclosed in any manner in Part-1. Such bidder shall not be

considered for opening on-line bids and their Offer shall be rejected.

Then, upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response should be submitted by the Bidder.

- 6.6** Bidders to ensure that E-RFX Response submission is done before "Submission deadline Date & Time" indicated in the NIT at Page no.9. RFX response including bid documents as well as Price can be modified as long as "Submission deadline date & Time" is not over. RFX Response cannot be modified once Submission deadline time passed.

"E-RFX RESPONSE" OPENING PROCEDURE - 2 PART:

- 6.7** E-RFX Responses are opened in the system Electronically. System allows opening of RFX responses only after the specified Date and Time as indicated at page no.9 of NIT. Authorized Tender opening officers of RINL/ OMDC shall open the RFX Responses in System through the process of "Simultaneous Log-on".

For 2-Part E-RFX first "Tech RFX" cFolders are opened by system through Simultaneous Log-on Process. Only those Bidders who have furnished EMD as per Clause number 2 above shall be considered for further processing.

Then Price RFX responses will be opened on a specified Date & Time through 'Simultaneous Log-on process of RINL in case of Bidders who have fulfilled the Eligibility Criteria and whose offers are technically and commercially acceptable Responses on intimation to Bidders.

BID (2 PART % E RFX) EVALUATION PROCESS:

Pre-qualification evaluation shall be done based on the documents submitted by the Bidders in the respective Tech RFX 'cFolders'.

All the RFX shall be evaluated on the basis of quoted price only i.e. the price net of ITC on GST value (Price excluding GST).. Bidders should note that OMDC reserves the right to exercise the option of finalizing this Tender through on-line competitive bidding (i.e. Reverse e- auction).

Bidding procedure is available in the user manuals under 'Public Documents' of 'Supplier Requests' tab which can be accessed by Bidders by logging in to SRM Portal of RINL.

L-1 Bidder should submit breakup of the quoted price in the format of OMDC as and when asked for at a later stage.

Technically accepted L-1 price arrived by the System shall follow automatically to Auction Screen as start bid price for all cases of Reverse e-auction and will be visible in the System only after the start time of Live Auction (e-Reverse Auction).

On completion of Live Auction, composite comparative statement is generated by the System considering the RFX Prices and Reverse Auction Prices.

REVERSE E-AUCTION PROCESS:

In case OMDC wishes to conduct Reverse auction, the same shall be communicated to all the techno commercially qualified bidders at an appropriate time.

The Auction shall be conducted on SAP SRMLIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from the start Price.

Bidders would be required to quote single price i.e. price net of ITC on GST (Price excluding GST).

No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in e-Tendering to be used for Live Auction also.

(a) AUCTION TIME EXTENSION:

Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.

Bidders to note that System calculates Auction End time during the Auto extension period as under:

If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the Auction End time to "Existing End Time + Y minutes". This will be done "N" number of times.

Here,

Remaining Time Trigger = X

Extension Period = Y

Number of Extensions = N

The Auction time extension is explained below with an example.

Example: Forward Auction conducted with Auction parameters as:

AUCTION SCHEDULE: 11.00 AM to 12.00 noon, **REMAINING TIME TRIGGER:** 4 minutes and **EXTENSION TIME:** 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11:56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes) of the auction, the auction end time gets extended up to 12:05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12:05 PM. However, in case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12:01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12:10 PM. (12:05 plus 5 minutes). In case the bid is submitted by any bidder from 12:00 to 12:01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shall be 12:05.

7. EVALUATION OF THE BIDS:

7.1 TECHNO-COMMERCIAL BID:

The Bidders who fulfill all the requisite conditions of Eligibility Criteria as given at Annexure-1, will be considered as Technically & Commercially Qualified and will be considered for opening of Price Bids.

7.2 REVERSE e-AUCTION:

OMDC shall be conducting reverse e-auction, starting with the L-1 value of the price bids offered by techno-commercially qualified tenderers through RINL's SRM Portal.

OMDC will inform the Technically and Commercially Acceptable (TA & CA) tenderers, regarding details of date and time and agency for conducting reverse e-auction. TA & CA tenderers would be authorized to quote their price on forward e-auction engine on the assigned time and date.

All technically and commercially acceptable (TA & CA) bidders would be required to participate in the forward e-auction.

7.3 EVALUATION OF PRICE BID:

Input Tax Credit (ITC) is applicable on the subject work.

Tender will be evaluated based on quoted price which is net of ITC on GST i.e. quoted price excluding GST.

8 OTHER TERMS & CONDITIONS

- a. The documents placed in website along with this NOTICE INVITING e-TENDER forms the complete e-Tender document. All the documents along with detailed NIT as placed in the web site are final.
- b. It will be presumed that the Bidders have gone through the entire e-Tender document available in website which shall be binding on them.
- c. If it comes to the notice of OMDC at any stage that any of the certificates/documents submitted by bidders are false / fake / doctored, the bidder will be debarred from participation in all OMDC e-Tenders for a period of 03 (Three) years including termination of Contract, if awarded and EMD, Security Deposit etc., if any will be forfeited. The Contractor in such cases shall make good to OMDC any loss or damage suffered by OMDC resulting from such termination. Contracts in operation anywhere in OMDC will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of OMDC Management will be final and binding.
- d. Successful Bidder should be in a position to produce, after opening of the Price Bids, the Original Certificates in support of the attested copies of relevant documents submitted along with e-Tender Document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/experience/qualification/any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in OMDC's future e-Tenders.
- e. Tender Documents can be downloaded from www.birdgroup.co.in→OMDC-TENDERS → View/save complete tender Document /RINL's SRM Portal/ CPP.

However, OMDC will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc. If any portal related issues arise, the bidder may use contact numbers available on the portal.

- f. OMDC reserves the right to cancel the e-Tender without assigning any reason whatsoever. For such cancellation the Bidder shall not be entitled to claim any cost, charges, expenses, and incidental thereto or incurred thereon by him in connection with the preparation of e-Tender.
- g. If a Bidder submits more than one e-Tender, then all the e-Tenders submitted by the said Bidder shall be rejected.
- h. Bidder shall furnish complete details of works executed, works in hand and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the Bidder getting disqualified.
- i. No mobilization advance shall be considered.
- j. OMDC reserves the right to check the authenticity of the documents/certificates submitted, and /or verify performance of the Bidders in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of the Bidder is liable for rejection.
- k. Bidder shall necessarily indicate the details of contact no, Fax no. and e-Mail ID (active) in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the Bidder.
- l. Bidder will not be allowed to participate in any e-Tenders of OMDC up to a maximum period of two years from the date of such communication, who had failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the OMDC in this regard will be final & binding.
- m. OMDC reserves the right to reject the offers of the Bidders whose performance is poor in awarded/ongoing works if any.
- n. OMDC after opening of e-Tender/bid may seek in writing, documents/ clarifications which are necessary for evaluation of e-Tender/bid Document from the Bidder/bidders or issuing authority for confirmation of eligible/pre-qualifications stipulated in the NIT.
- o. At any time prior to the deadline for submission of the bids, OMDC may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on OMDC/BIRD GROUP's/RINL'S SRM E-TENDERING/ CPP website at regular intervals.
- p. The duration of agreement shall be equivalent to the period of contract.

Sd/-
Business Head

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
SCHEDULE OF NOTICE INVITING e-TENDER (NIT)

e-Tenders in two bids i.e.BID-1(Techno-Commercial RFx), BID-2(PRICE RFx) are invited online mode from reputed and experienced agencies for the job of **“ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.**

A.	Notice Inviting e-Tender(NIT)No & Date SRM Portal of RINL e-Tender No.	NOTICE NO:- OMDC/G&E/Mines/04/2025-26 Date:02/12/2025 eRFx No.-2800001240
B.	Name of the Work	ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.
C.	Place & Time of Pre Bid Consultation.	15/12/2025 at IST 15:30 Hours at VT Center, OMDC, Barbil. If any queries, shall be accepted through e-mail till 13:00 Hours on 14/12/2025 and queries received after pre-bid meeting will be rejected.
D.	Due Date & Time of Submission of E-Tender	24/12/2025 at IST 15:00 Hours
E.	Opening of E-Tender	24/12/2025 after IST 15:30 Hours
G.	Period of Contract	15 months
H.	Validity of Price Bid	180 days from the due date of e-Tender submission.
I.	Name And Address Contact person:	Sri B B Gomango , Business Head Ph. No. 06767275777,Mob. No. 9491032209, E-mail Id: bh.omdc@birdgroup.co.in
K	The detailed NIT & Tender document can be downloaded from	The detailed NIT & Tender document can be downloaded from company's website/RINL's SRM Portal /CPP.

Note:“The bidder should refer to company’s website/RINL's SRM Portal /CPP regularly for any corrigendum”.

Sd/
BUSINESS HEAD

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

INSTRUCTION TO BIDDERS

1.0 DATE, TIME & PLACE OF E-TENDER:

Bids shall be submitted online for the work of “**ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.**”

1.1 not later than IST 15:00 Hours on 24/12/2025

2.0 BID SECURITY DECLARATION (BSD):

2.1 The Bidder is required to submit Bid Security Declaration in the format at Annexure-2.

3.0 SECURITY DEPOSIT (SD):

3.1 Security Deposit @ 5% of the accepted quoted value shall be furnished towards Security Deposit. On acceptance of the e-Tender, EMD of successful bidder will be converted into Security Deposit and the successful bidder has to submit the differential amount in the form of BG/ NEFT/RTGS as intimated at the time of issuance of LOA.

3.2 The Bank Guarantee shall be from any of the Nationalised Banks or Scheduled Commercial Banks and enforceable at Barbil. The Proforma for the BG is attached at Annexure-8. The Bank Guarantee shall remain in full force and effect during the period of the Contract and shall continue to be valid up-to twelve Months after the expiry of the Contract Period.

3.3 The Small Scale Industries (SSI)/MSME Industries registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) or MSME registered with Department of MSME, Govt. of India/ The Public Sector Enterprises or State /Central Govt. Undertakings are exempted from submission of Tender Cost, Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the Permanent Registration Certificate of their Small Scale Industries council along with their Tender. The SSI, MSME and NSIC who are registered for the particular trade /item, or which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their Provisional / Temporary Registration and not registered for the particular trade/ item for which tender is being invited would not be eligible for exemption.

3.4 The bodies as indicated at clause 3.3 above, will not be required to submit Security Deposit, but however they shall submit “Performance Guarantee Bond” in lieu of Security Deposit in the format at Annexure-10.

3.5 The Security Deposit shall be for the due and faithful performance of the

Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the OMD.

- 3.6 The Bank Guarantee and any amendment thereto shall be executed on a Non-Judicial Stamp Paper of requisite money value as prescribed by the Statute.

4.0 INSTRUCTION REGARDING ALL BANK GUARANTEE:

- 4.1 All Bank Guarantees for EMD, Security Deposit and other payments and extensions of Bank Guarantees shall be sent in a sealed cover directly by the Bank through Registered/Speed Post to the Business Head, OMD, Barbil, Keonjhar District, Odisha. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone number(s) of the Controlling Office of the bank where from confirmation for the BG can be obtained.
- 4.2 Bank Guarantees / Extensions of Bank Guarantees submitted by the Contractors directly will not be admitted.
- 4.3 Bidder shall submit the duly filled in Check List for BG (as per Annexure-9) along with their Offer in Techno-Commercial bid.
- 4.4 The Non-Judicial Stamp Paper for the Bank Guarantee should be purchased in the name of executing Bank only.

5.0 OTHER REQUIREMENTS:

- 5.1 The e-Tender Specification along with all technical details, data, etc., covering the Scope of Work, is to be read in conjunction with the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) if any, Drawings, General Specifications, BOQ, etc., enclosed with the e-Tender Document.
- 5.2 The Bidder shall carefully study the enclosed e-Tender Specifications and the documents referred to therein, before submitting his Offer. The Bidder shall fully satisfy himself and take full responsibility for the safe and efficient execution of the work as per the e-Tender Specifications.
- 5.3 The Bidder shall visit and inspect the site and shall satisfy himself of the site conditions and shall collect any other information which he may require before submitting his e-Tender. The Bidder shall be deemed to have ascertained all special Local and National Standards, Regulations, etc., which may affect his design, schedule, choice of supervisory personnel, etc., prior to the preparation of his e-Tender. Claims and objections due to ignorance of site conditions and particulars mentioned above, technical details & data, drawings etc., and/or failure to get the required information shall not be entertained after submission of the e-Tender.
- 5.4 Completion and Completeness of Work: The Bidders shall consider while submitting their e-Tender, for fulfilling the functional and contractual requirement of the Work as a whole and the Bidders' aforesaid

responsibility shall be construed as included in his quoted PRICE.

- 5.5 In addition, all the services and site work, whether specifically mentioned or not in the e-Tender Specification but which are necessary for completion of Work under the Contract and for proper, efficient, safe and stable operation and maintenance of the Work and/or for the fulfillment of the performance of the Contract for desired output, shall be supplied or provided or executed by the successful Bidder without any additional price implication and without any dilution of his liabilities and responsibilities under the Contract.
- 5.6 The e-Tender and the prices quoted shall be deemed to remain valid for a period of six months (180 days) from the due date of e-Tender submission. The e-Tenderer shall automatically be debarred from participation in all future e-Tenders of OMDC for a period of three(3)years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:
- a) If the e-Tenderer withdraws/ modifies his bid after the e-Tender opening and during the period of bid validity stipulated in the e-Tender document or any extension thereof.(OR)
 - b) Having been notified of the acceptance of e-Tenderer's bid by OMDC, during the period of bid validity, if the e-Tenderer
 - i) Fails or refuses to execute the Contract(OR)
 - ii) Fails or refuses to furnish the Security Deposit, as stipulated in the e-Tender Document /Work Order/Letter of Acceptance.
- 5.7 OMDC reserves the right to reject any or all the e-Tender/s, or to accept any e-Tender wholly or in part, or drop the proposal of receiving e-Tenders at any time without assigning any reason thereof without liability for any loss or damage if any suffered by the Bidder in submitting his offer and/or conducting discussions etc.
- 5.8 The successful Bidder shall submit the following documents for signing of the formal Contract immediately after the Letter of Acceptance (LOA) is issued:
- a) Copy of LOA duly signed on all pages as a token of acknowledgement of receipt.
 - b) Non-Judicial Stamp Paper as per Statute purchased in Odisha, India for the signing of Contract.
 - c) Self-attested copy of Permanent Account Number allotted by Income Tax Department.
 - d) Self-attested copies of GST and PF registration.

6.0 SIGNING OF e-TENDER DOCUMENTS:

- 6.1 e-Tender/Bid Documents shall be duly filled and signed in all pages/fields/

columns along with required undertakings / certificates by the bidder / or his/her authorized representative. Otherwise the e-Tender will be treated as invalid.

- 6.2 All signed declarations are to be made in the Bidder's Letter head.
- 6.3 The Bidder shall satisfy the OMDC that he is competent and authorized to submit e-Tender and/or to enter into a legally binding Contract with the OMDC. To this effect, any individual signing the e-Tender shall, before so signing, submit documentary evidence that his signature on the e-Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be. Notarized copy of Power of Attorney in favour of Authorized signatory is to be submitted.
- 6.4 A person signing the e-Tender form or any document forming part of the contract on behalf of bidder should have proper authorization. If it is discovered at any time that the person so signing had no authority to do so, the OMDC may, without prejudice to other legal remedies, terminate the Contract and hold the Bidder and/or the person signing liable for all Costs and Damages.

7.0 TECHNO-COMMERCIAL BID DETAILS:

- 7.1 This part should only contain Techno-Commercial particulars but not the Price of the e-Tenders in any form. The offer submitted by the Bidder shall be complete and self-sufficient in all respects. The following details and documents are to be submitted in the Techno-Commercial part:
- a) Valid documentary evidence in support of eligibility as per Annexure-1.
 - b) Bid Security Declaration as per Annexure-2.
 - c) Duly signed Integrity Pact as per Annexure-3.
 - d) Letter of submission of e-Tender as per Annexure-4.
 - e) Techno-Commercial Bid Declarations as per Annexure-5.
 - f) Details of Jobs undertaken (On-Hand & Completed) as per Annexure-6.
 - g) Copies of Permanent Account Number (PAN), registration under Goods and Services Tax (GST) Act and PF Registration, as applicable.
 - h) e-Tender/ Bid Documents duly filled and signed in all pages / fields /columns along with required undertakings / certificates by the bidder /or his/her authorized representative.
 - i) Copy of Power of Attorney in favour of Authorized signatory.

- 7.2 The e-tender /bid documents downloaded from RINL website shall be signed by the bidder. Supporting document copies enclosed by the bidder shall be duly notarized. If called for, originals are to be shown by the e-Tenderer to the Company in due course.

8. PRICE BID DETAILS:

The Bidder shall quote Total Price at Price bid column of price bid engine of e-Tender. e-Tender will be evaluated based on quoted price excluding GST.

9. OTHER MISCELLANEOUS INFORMATION:

- 9.1 Payments under the contract shall be released through e-Payment system only. The successful Bidder is to submit Bank Account details for e-Payment as per enclosed format as per Annexure-11 duly signed and certified by authorized signatory of Bank.
- 9.2 Once the successful Bidder submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of e-Payment shall be permitted by the OMDC only if the request of the bidder for the same is accompanied by a written consent from the same branch from which the format for e-Payment, duly signed was initially submitted.
- 9.3 Payment shall be made through Electronic Payment System only. The bidder should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and No Claims will be entertained after the said 10 days.
- 9.4 If it comes to the notice of the OMDC at any stage right from request for enlistment/e-Tender document that any of the certificates/documents submitted by applicants for enlistment or by Bidders are found to be false/fake/doctored, the party will be debarred from participation in all the OMDC's e-Tenders for a period of three (3) years including termination of Contract, if awarded. Security Deposit etc., given by them, if any, will be forfeited. The bidder in such cases shall make good to the OMDC any loss or damage resulting from such termination. Contracts in operation anywhere in the OMDC will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of the OMDC will be final and binding.
- 9.5 In case of failure to sign the Agreement, no payment shall be made to the agency for any work done by the agency.
- 9.6 The Bidder shall submit GST Registration Certificate along with their Offer. In case the same is not available with them, they shall

submit a letter of undertaking to submit the same before signing of Agreement.

- 9.7 The OMDC's Consultant(s) and their Associates and their Sister Concerns shall not participate in the e-Tender.

10. QUERIES/CLARIFICATIONS:

All queries, if any, shall be referred to the Business Head, The Orissa Minerals Development Company Limited, At/Po-Thakurani, Via-Barbil, Dist-Keonjhar, Odisha-758035 by the Bidder.

Annexure-1

ELIGIBILITY CRITERIA

1. The e-Tenderer meeting the following eligibility criteria shall be considered as eligible bidder:-

- 1.1 **Technical Criteria:**

- a) The bidder should have successfully completed at least one (01) no. of Forest Clearance work (Stage-I, Stage-II) for Mining Proposal with ≥ 50 ha diversion of the forest land accomplished in last 05(five) years from the due date for submission of e-Tender.

- 1.2 **Documents to be submitted:** For meeting the Technical Criterion, the following documents are to be submitted:

- a) The copies of Contracts / Work Orders mentioning scope of work, value of contract and Work Completion Certificate from the employer.

- 1.3 **Financial Criteria:**

- a) The net worth of the Bidder should not be negative as on 31.03.2025 and should have not eroded by more than 30% in the last 03(three) years ending 31.03.2025.

Note: In case of Indian Bidders / Companies, who have restructured by Banks in India under the statutory guidelines, they would be deemed to have qualified the financial standing criteria considering the Institutional Financial backing available to them.

(and)

- b) The average annual financial turn-over during the last three years ending 31.03.2025 should be at least Rs.67,50,000 (Rupees Sixty Seven Lakh Fifty Thousand only) as per the annual report (audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India .

- 1.4 **Notes for Financial Criteria:**

- a) In order to be qualified, a Bidder needs to fulfil all the Financial Criteria as mentioned above in Clause 1.3(a) and Clause 1.3(b). For the purpose of this, stand alone financials and financial statements shall be considered.

- 1.5 **Documents to be submitted:** For meeting the Financial Criteria, the following documents are to be submitted:

- a) Copies of Audited standalone financial statements for the 03 (three) Financial Years 2022-23, 2023-24 and 2024-25.

- b) Certificate from Chartered Accountant certifying the turn over for the 3(three) Financial Years 2022-23, 2023-24 and 2024-25.

2. STATUS OF BIDDER:

- 2.1 Information w.r.t ownership shall also be furnished by the Bidder in respect of the following:

i) In case of Sole Proprietorship:

- a) Name of Sole Proprietor and address.
- b) Financial Status.
- c) Previous experience.
- d) Self-attested copy of latest Annual Audited Profit & Loss Statement.
- e) Self-attested copy of the Registration Certificate issued by the Register of Firms/Appropriate Authority.
- f) Phone Nos., Mobile Nos., Email Addresses, Fax Nos.etc.

ii) In case of Partnership Firms:

- a) The names of all partners and their addresses.
- b) The financial status of the firm and its partners.
- c) Previous experience of the firm and its partners.
- d) Self-attested Copy of Partnership Deed.
- e) A Self-attested Copy of latest Annual audited Profit & Loss Statement.
- f) Self-attested copy of the Registration Certificate issued by the Registrar of Firms/Appropriate Authority.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos. etc.

iii) In case of Companies:

- a) Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- b) Nature of business carried out by the Company including Serial Number of the relevant provisions of its Memorandum relating thereto.
- c) Names and particulars, including addresses of all the Directors.
- d) Previous experiences of Company and Directors in similar works.
- e) Relevant Credentials with Reference List.
- f) A Self-attested copy of latest Annual Report.
- g) Phone Nos., Mobile Nos., Email Addresses, Fax Nos. etc.

3. OTHER CONDITIONS:

- 3.1 Offers from e-Tenderer(s) having any of the following features shall be treated as 'Inter-Connected Agency' and offers submitted by such Inter connected agencies shall be rejected:

- a) If one is a subsidiary of the other;

- b) If the Director(s),Partner(s),Manager(s)or Representative(s)are common;
 - c) If management is common; If one owns or controls the other in any manner.
- 3.2 Sub Contractors' experience and resources will not be taken into account in determining the Bidder compliance with qualifying criteria.
- 3.3 If the e-Tenderer has/ had any running/previous contract with the company, performance of the same will be taken into account while evaluating Techno-Commercial Bid. If performance is unsatisfactory, the e-Tenderer shall be liable for disqualification during Techno-Commercial evaluation.

FORMAT FOR BID-SECURITY DECLARATION

(To be submitted by the Bidder on their letter head along with his/ their E-Tender)

Ref. No. _____

Date: _____

To,
The Business Head
The Orissa Minerals Development Company
Limited Barbil, District-Keonjhar
PIN-758035

NOTICE NO:-OMDC/G&E/Mines/04/2025-26 Date:02/12/2025

Sub: "ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

I/We understand that, according to the conditions of the e-Tender document, bids must be supported by a Bid Securing Declaration (BSD). Accordingly, I am/We are submitting this "Bid Security Declaration" as follows:

I/We accept that I/We will automatically be debarred from participation in all future e-Tenders of OMDC for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

- a) If I/We withdraw/modify our Bid after e-Tender opening and during the period of bid validity stipulated in the e-Tender document or any extension thereof.
- (or)
- b) Having been notified of the acceptance of our Bid by OMDC, during the period of bid validity, if I/We
 - i) Fail or refuse to execute the contract(or)
 - ii) Fail or refuse to furnish the security deposit, as stipulated in the e-Tender Document/Work Order/Letter of Acceptance.

Signature :

In the capacity of :
(Legal capacity of person signing the BSD)

The Bidder shall submit a documentary proof (viz. certified / true copy of board resolution/ Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name :
(Complete name of person signing the BSD)

Duly authorized to sign the bid for and on behalf of :.....
(Complete name of Bidder and Address)
.....
.....

Date:..... Corporate Seal :
(Wherever applicable)

Witness :
(Signature of person with name and address)
.....
.....

FORMAT FOR INTEGRITY PACT

The Orissa Minerals Development Co. Ltd (OMDC) here in after referred to as “**The Principal**”,

(and)

-----, hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **“ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.**

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the E-Tender stage/ will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the E-Tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section1-Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the E-Tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - (b) The Principal will, during the E-Tender process treat all bidders with equity and reason. The Principal will in particular, before and during the E-Tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the E-Tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of OMDC and in addition can initiate disciplinary action.

Section 2-Commitments of the Bidder(s)/Contractor(s):The Bidder(s)/Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the E-Tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the E-Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the E-Tender process or during the execution of the contract or to vitiate the Principal's E-Tender process or contract execution.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or in formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's E-Tender process or execution of the contract.
- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship regarding plans ,technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s)of Indian Nationality shall furnish the name and address of e foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s) /Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s)have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/Contractor(s)will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from E-Tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

- (2) If the Bidder(s)/Contractor(s), before award of contract after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the E-Tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the E-Tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/Contractor from future E-Tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view this verity of the transgression. These verity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder/Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future E-Tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section4–CompensationforDamages:

- (1) If the Principal has disqualified the bidder from the E-Tender process prior to the award in accordance with Section 3 above, the SD (SD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to E-Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5–Previous transgressions: The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last five (05) years with any Company or Organisation or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the E-Tender process.

- (1) If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-Tender process. The contract, if already awarded, can be terminated for such reason.

Section 6–Equal treatment of all Bidders/ Contractors /Sub Contractors:

- (1) The Bidder(s)/Contractor(s) undertake to demand from all his sub-Contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such sub contracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the E-Tender process all bidders who do not sign this Pact or violate its provisions.

Section 7–Criminal charges against violating Bidder(s)/Contractor(s)/sub-Contractor(s):

- (1) If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub Contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of OMDC.

Section 8–Independent External Monitor(s) (IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of non compliance of the provisions of the Integrity pact, the complaint/non compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/OMDC. The Nodal Officer shall refer the complaint/non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, OMDC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all E-Tender/contract documentation of the Principal

including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his E-Tender/contract documentation. The same is applicable to Sub Contractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub Contractor(s) with confidentiality.

- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the E-Tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the Chairman, OMDC within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of OMDC and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/PC Act.
- (9) Expenses of IEM shall be borne by OMDC as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9– Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal employer and the Bidder/Contractor. It expires for the Contractor twelve(12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal employer after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of OMDC.

Section 10–Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date-----

(For & On behalf of
Bidder/Contractor)

(Office Seal)

Witness1:
(Name & Address)

Witness2:
(Name & Address)

FORMAT FOR LETTER OF SUBMISSION OF e-TENDER

(To be submitted by the Bidder on their letter head along with his /their e-Tender)

Ref. No:

Date:

To,

The Business Head
The Orissa Minerals Development Company
Limited Barbil, District-Keonjhar
PIN-758035

Sub: "ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

Ref. No: .OMDC/G&E/Mines/04/2025-26

Date:02/12/2025

Dear Sirs,

With reference to the e-Tender invited by OMDC, I/we, M/shave examined the e-Tender Documents comprising of Notice Inviting e-Tender, Instructions to the Bidder, Articles of Agreement, General Conditions of Contract, Special Conditions of Contract, e-Tender Specifications, and hereby offer to undertake "Engagement of consultant to carry out Forest Clearance (FC) work of Belkundi Iron Ore & Manganese Ore mines (1276.79 ha.) on end to end basis of M/s Orissa Minerals Development Company Limited (OMDC), Barbil, Keonjhar, Odisha".

I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself / ourselves to execute the work as stipulated in the e-Tender Documents.

I/We have visited the site and got myself/ourselves acquainted with the Specified working area, Extent of work to be done, Labour related local conditions and other relevant local conditions.

My/Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid for 180 days from the due date for submission of e-Tender.

I/We further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications.

I/We hereby agree that until a formal Agreement is prepared and signed in accordance

with the Articles of Agreement, this e-Tender together with OMDC's written Letter of Acceptance (LoA) there of shall constitute a binding Contract.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time.

Dated this.....day of.....,2025

Yours faithfully,

Signature :

Name :

In the capacity of :
[Position]

Duly authorized to sign this e-Tender :
For and on behalf of [Name of the Bidder]

Address of the Bidder :
.....
.....

E-mail ID of the Bidder :

Telephone Number :

Fax :

Notarized copy of Power of Attorney in favour of Authorized signatory to be submitted

TECHNO COMMERCIAL BID DECLARATIONS

NOTICE NO:-OMDC/G&E/Mines/04/2025-26 Date:02/12/2025

Sub:- ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

Sl. No.	Particulars	Information By Bidder
1	Name of the Bidder	
2	Address of the Bidder	
3	Mobile number	
4	E-mail ID	
5	The bidder should have successfully completed at least one (01) no. of Forest Clearance work (Stage-I, Stage-II) for Mining Proposal with ≥ 50 ha diversion of the forest land accomplished in last 05(five) years from the due date for submission of e-Tender.	 (Yes / No)
6	Documentary evidence as per Clause No.1.2 of Eligibility Criteria submitted or not.	 (Yes / No)
7	The net worth of the Bidder should not be negative as on 31.03.2025 and should have not eroded by more than 30% in the last 03(three) years ending 31.03.2025	2022-23:Rs.....Cr 2023-24:Rs.....Cr 2024-25:Rs.....Cr
8	The average annual financial turn-over during the last three years ending 31.03.2025 should be at least Rs.67,50,000 Crores (Rupees Sixty Seven Lakh and Fifty Thousand only) as per the annual report (audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India .	2022-23:Rs.....Cr 2023-24:Rs.....Cr 2024-25:Rs.....Cr
9	Documentary evidence as per Clause No.1.5 of Eligibility Criteria submitted or not.	 (Yes/No)

10	Status of Bidder: a) Sole Proprietorship b) Partnership firms c) Company	
11	Documents as per Clause No.2.1 of Eligibility Criteria submitted or not.	 (Yes/No)
12	Bid Security Declaration as per Annexure-2 submitted or not.	 (Yes/No)
13	Duly signed Integrity Pact as per Annexure-3 submitted or not.	 (Yes/No)
14	Letter of Submission of e-Tender as per Annexure-4 submitted or not.	 (Yes/No)
15	Details of Jobs Undertaken (On- Hand & Completed) as per Annexure-6 submitted or not.	 (Yes/No)
16	Copy of Permanent Account Number (PAN) submitted or not.	 (Yes/No)
17	Copy of registration under Goods and Services Tax (GST) Act submitted or not.	 (Yes/No)
18	Copy of PF Registration submitted or not.	 (Yes/No)
19	e-Tender Documents duly filled in and signed on all pages / fields / columns along with required undertakings/certificates submitted or not.	 (Yes/ No)
20	Copy of Power of Attorney in favour of Authorized Signatory of the e-Tender submitted or not.	 (Yes/No)
21	Confirmation to the effect that prices quoted will be firm as per Clause No.12.0 of GCC.	 (Yes/No)
22	Confirmation to the effect that all Insurances as per Clause No.7.0 of GCC will be arranged by the successful Bidder.	 (Yes/No)
23	Confirmation to the effect that the Terms of Payment as per Clause No.4 of SCC are acceptable.	 (Yes/No)

24	Confirmation to the effect that all taxes, duties etc., will be met by the successful Bidder as per ClauseNo.5 of SCC.	 (Yes/No)
25	Confirmation of Period of Validity of the Offer as per Clause No. 5.6 of Instructions to the Bidder.	 (Yes/No)
26	Confirmation to the effect that all the terms mentioned in the General Conditions of Contract and Special Conditions of Contract are acceptable to the Bidder.	 (Yes/No)

SIGNATURE OF THE BIDDER WITH SEAL

DETAILS OF JOBS UNDERTAKEN (ON-HAND & COMPLETED)

Sl.	Full	Work Order Amount	Period of Contract	Name & Complete
No.	Particulars of Similar work Carried out by The Bidder			Postal address of Authorities for whom Work was carried out With Telephone No., Mobile No., e-mail id And Fax. No., if any

A. Work executed in the Name _____ of Bidder:

B. Work executed by Bidder not in _____ the name of the Bidder but in a different name or in a different partnership or consortium or joint venture.

Note:

1. A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the e-Tender.
2. Original Certificate to be enclosed.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

BILL OF QUANTITIES (BOQ)

Ref. No: .OMDC/G&E/Mines/04/2025-26

Date:02/12/2025

Sub: ENGAGEMENT OF CONSULTANT TO CARRY OUT THE JOB FOR OBTAINING FOREST CLEARANCE (FC) IN RESPECT OF BELKUNDI IRON & MANGANESE ORE MINES OVER ML AREA OF 1276.79 HA. INCLUDING 695.907 HA. OF FOREST LAND ON END TO END BASIS OF M/S ORISSA MINERALS DEVELOPMENT COMPANY LIMITED (OMDC), BARBIL, KEONJHAR, ODISHA.

Sl.No	Description (a)	Weightage (in %) (b)
1	Obtaining Forest Clearance (FC) Under Section 2 (1) (iii) of FC Act for execution of Supplementary Lease Deed before 30.04.2026. The time period may be extended with sufficient justification to the satisfaction of the Management (OMDC) that the delay is beyond the control of the consultant / agency	5
2	Conducting Tree enumeration and preparation of Tree canopy density report and completion of other related works	5
3	Identification of CA land, DGPS survey and erection of RCC pillars, preparation of CA Plan, obtain Suitability Certificate and completion of other related works	10
4	Preparation and submission of Forest Diversion Proposal (FDP) under Section 2 (1) (ii)& 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 to Parivesh Portal	5
5	Forwarding the Forest Diversion Proposal (FDP) under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 from Govt. of Odisha to MoEF & CC, GoI for Stage I FC	10
6	Forwarding the Forest Diversion Proposal (FDP) under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 from Govt. of Odisha to MoEF & CC, GoI for Stage I FC	5
7	On receiving in-principle approval from MoEF& CC, GoI / Govt. of Odisha under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980	5
8	On receiving Stage I FC from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980	5
9	Obtaining 'No Objection Certificate' from the concerned authorities under the Forest (Rights) Act 2006	20

10	Compliances to conditions in in-principle approval from MoEF& CC, GoI / Govt. of Odisha under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, preparation and submission of compliance report through Parivesh Portal to Odisha State Forest Dept	5
11	Compliances of Stage-I Clearance, preparation and submission of compliance report through Parivesh Portal to Odisha State Forest Dept	5
12	On receiving of Final Approval from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (iii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980	10
13	On receiving of Stage II final FC from MoEF& CC, GoI for the Forest Diversion Proposal (FDP) submitted under Section 2 (1) (ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980	10
Total		100

N.B

- 1 GST and other taxes if any, shall be reimbursed at actual at applicable rate, subject to submission of document and proof of GST payment.
- 2 Evaluation of Price Bids shall be based on the total amount quoted. e-Tenderer has to quote Lump sum value for all the BoQ items / jobs put together (i.e. 1+2+3+4+5+6+7+8+9+10+11+13) and that will be the basis for price evaluation.
- 3 The unit rate for each BOQ item as mentioned at 1 to 13 shall be derived as follows:- Lump sum awarded value multiplied with percentage (%) mentioned in weightage at Column no.(b) against respective BOQ.

Signature of the Bidder
With Date and Seal

BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK
(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

To

The Orissa Minerals Development
Company Limited
Barbil, District-Keonjhar,
Odisha-758035

1. Name and Address of the Bank :
2. Bank Guarantee No. :
3. Date of Issue/with effect:
4. Date of Expiry :
5. Claim Period :
6. Limit of Liability :
7. Ref. Letter of Acceptance
And Date :
8. For(Name of work) :

SUBJECT: SECURITY DEPOSIT

In consideration of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED Having its office at Barbil, District-Keonjhar, Odisha-758035(a Government Company incorporated under the Companies Act, 1956) having its Head Office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar- 1 (Odisha) (hereinafter called the Company) having agreed to accept the Security Deposit Of (Rupees.....) from M/s (herein after called the Contractor) under the Terms and Conditions of The Letter of Acceptance No for (Name of the work) on comprehensive basis and as per your Letter of Acceptance dated (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of performance under the custody of the Contractor in terms of the said E-Tender as also for the due fulfilment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs..... (Rupees.....) (Only)We,(Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs..... (Rupees.....) (Only) caused to or suffered by you or

That may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs.....(Rupees.....(Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/defaults on the part of the Contractor.

2. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of(Rupees.....(Only)as referred to above and this Guarantee shall not become invalid or in fructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor or after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate.
5. Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required.
6. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein

contained will enlarge our liability beyond the limit of `.....
(Rupees.....)(Only)as aforesaid or extended the period of
the Guarantee beyond the said day of _____ unless
expressly agreed to by us in writing.

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction there of or there with but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or un-realized.
13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:
 - (A) Our liability under this bank guarantee shall not exceed Rs-----
(Rupees.....only)
 - (B) *The Bank guarantee shall be valid up to -----)
 - (C) We are liable to pay the Guaranteed Amount or any part hereof under this bank Guarantee only and only if you serve upon us a written

Claim or demand on or before----- (*date of expiry of Guarantee)

Dated the.....day of.....20.

SIGNATUREWITHSEAL

*validity of BG to cover contract period +defect liabilityperiod+6 months(claim period)

14. We..... (Name of the Bank) here by agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch(mentioning the name and address of the branch) at Barbil / Bhubaneswar(Name and address of the bank) and they shall honor such demand in any case not later than next working day.

15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority(Name & address)

DATED THE_____DAY OF_____TWO THOUSAND.....

CHECK LIST FOR BANK GUARANTEES

Name of the Work

e-Tender Notice No. & Date

Name of the party submitting BG

Name of the Bank issuing BG

Branch issuing the BG

BG No & date

BG Value

BG Valid Up to

Sl. No.	Check List points	Yes/ No
1	Is the BG as per the approved format of/OMDC?	
2	Is the BG issued by the specified category of Banks(Scheduled commercial bank/ Nationalized bank etc. As specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant statute?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/e-Tender with reference to which the BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11	Whether the BG format contains the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained.	
12	BG contains the clause for "Enforceability of the same at Barbil and the address of the same is also specified in the BG.	

1. The BGs are to be submitted to OMDC, only when reply to all the above are 'Yes'.
2. Successful Bidder shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Date

Signature of the Contractor

FORM OF PERFORMANCE GUARANTEE BOND INLIEU OF SECURITY DEPOSIT

This AGREEMENT is made this.....day of.....,20
Between M/s.....,a company registered under the Companies
Act 1956, having its registered office at
.....(herein after called “The Contractor” which
expression shall unless repugnant to the context or meaning thereof include its
successors and assigns) of the first part and The Orissa Minerals Development
Company Limited, a company registered under the Companies Act 1956 having its
Head office at Ground Floor-271, Bidyut Marg, Unit-IV, Shastri Nagar, Bhubaneswar
– 1 (Odisha) called “The Company” (which expression shall unless repugnant to the
context or meaning thereof include its successors and assigns) of the second part.

WHEREAS the Contractor has interalia agreed with the company to execute the
work..... on a comprehensive basis on the terms and conditions
Contained in the Contract No.....made between the Company and the Contractor.

AND WHEREAS the Contractor has to furnish a sum of
(Rupees.....(only), as Security for the due performance of
the said Agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of
.....(Rupees.....(only) from the Contractor as security
but to accept this Performance Bond for the due performance of the said agreement
by the Contractor on the terms & conditions herein contained.

It is now agreed by and between the parties hereto as follows:

1. In consideration of the company agreeing to waive the payment by the Contractor, Security Deposit in accordance with the said agreement on the Contractor furnishing this indemnity, the Contractor hereby undertakes to indemnify the Company and keep the company indemnified from time to time to the extent of(Rupees.....
(Only) being value of Security Deposit in accordance with the said agreement against any loss or damage caused to or suffered by the Company by reason of any breach or breaches on the Contractor’s part of any of the terms & conditions contained in the said agreement and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said agreement or otherwise in the observance or performance of any of the terms & conditions relating thereto in accordance with the true intent and meaning thereof the Contractor shall forthwith on demand and without demur pay to the company such sum or sums not exceeding in total the said sum of(Rupees.....(Only)as may be

Claimed by the company as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractors' part.

2. Notwithstanding anything to the contrary in these presents or in the said agreement the Company's notice as to whether the Contractor has made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Contractor for the purposes of this indemnity and the Contractor shall not be entitled to ask the Company to establish its claim or claims under this Indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way be prejudiced by reason of such demand by the Company and payment by the Contractor under this indemnity and the claims under the said agreement shall be settled in accordance with the said agreement without prejudice to the Company's rights to demand immediately under this indemnity and the Contractor's liability to pay the same, but any amount so paid by the Contractor being taken into consideration the settlement as per the said agreement.
3. This Indemnity shall continue and hold good until it is released by the Company in writing on the Contractor's application after the expiry of relative guarantee period of the said agreement and after the Contractor has discharged all his obligations under the said agreement and submitted a No Demand Certificate from the Engineer under the said agreement.
4. The company will have the fullest liberty from time to time to enforce or for bear to enforce any of the terms & conditions of the said agreement and the Contractor shall not be released from his liability under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Company's part or any indulgence by the Company to the Contractor or by any variations or modifications of the said agreement or any other act, matter or thing whatsoever on the Company's part.
5. This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company by the Contractor and this indemnity does not revoke or limit such indemnities or Guarantee.

IN WITNESS WHEREOF the parties hereto have executed these presents the day the year first therein above written.

Signed by Shri.....
(Name and Designation)on
behalf of the Contractor.

Signed by Shri.....
(Name and Designation)For and on behalf of The Orissa
Minerals Development Company Limited

In the presence of

- 1.
- 2.

BANK ACCOUNT DATA FOR e-PAYMENT

1. Contractor's Code :
2. Option :RTGS/NEFT
3. Beneficiary Details:
 - i) Name of Beneficiary :
(maximum 35 characters)
 - ii) Bank Name :
(maximum 35 characters)
 - iii) Branch Name :
(maximum 35 characters)
 - iv) Branch Address :
 - v) Branch Telephone Number :
 - vi) Account No. :
(maximum 35 characters)
 - vii) Account Type :
Savings/Current/Overdraft
(mention Code No. also)
 - viii) Beneficiary Bank's IFSC Code :
(maximum 11 characters)

Declaration:-I hereby declare that the particulars given above are correct and complete.

(Signature of Contractor)

Name:

Design:

Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/--
Branch Manager
Bank Seal

(TO BE ENCLOSED WITH ON- ACCOUNT BILLS)

Sub: Proforma of Statutory Obligations of Labour Rules

1. Name of the Contractor :
2. Name of the Work :
3. Agreement No. :
4. Labour License No. & Validity :
5. No. of workers for which above labour license obtained :
6. Compliance to the provision of Employees Provident Fund & Misc. Provisions Act,1952 :

Verified and Certified that the above are found to be in order

Certified that I/We have been complying with the above statutory provisions

Signature of the Manager

Signature of the Contractor or his authorized Power of Attorney Holder with date

Name:

Name:

Designation:

Address:

Date:

(To be executed on a stamp paper of value not less than Rs.100.00 bought in the name of the executing bank).

FORM OF BANK GUARANTEE

1. Name and address of the Bank:
(Full Postal Address & PIN code to be given)
2. Guarantee No. _____ Date _____
3. Limit of Liability _____ Expiry Date _____
4. Tender Notice No. _____ Date _____
5. Name of the work as given in the Tender _____

To,
The Orissa Minerals Development Company Limited
Barbil, District: Keonjhar
PIN- 758035

Sub: Earnest Money Deposit

In consideration of M/s The Orissa Minerals Development Company Limited having its office at Barbil, District-Keonjhar, Odisha-758035 (hereinafter called "the company") which expression shall unless repugnant to the subject or context includes his successors and assigns having agreed to exempt M/s.....(Hereinafter called "the bidder/") from demand under the terms and conditions of the Tender Number(*).....Dated....issued by the Company for the work(**).. ..(hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment of the bidder of terms and Conditions contained in the said documents on production of a Bank Guarantee for Rs.....(Rupees only).

1. We, the Bank (hereinafter referred to as "the said Bank") a Company under the Companies Act, 1956 and having our Registered Office at do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs.....(Rupees.....Only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reasons of any breach or breaches by the bidder of any of the terms and conditions contained in the said documents and unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.
2. We, the... .. Bank further agree that if the bidder commits any breach of the terms and conditions of the said documents in respect of which the bidder has been exempted from depositing the Earnest Money because of the guarantee furnished by the Bank to the Company and the Company has become entitled to forfeit the Earnest Money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Company on demand and without demur the amount of the Earnest Money required to be furnished by the bidder under the conditions of the said documents in respect of which the breach is committed to the extent of `..... (Rupees Only)
3. We, the Bank further agree that the company shall be the sole judge of and as to whether the bidder has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the bidder in respect of the said document and the decision of the

company that the bidder has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We, the said Bank further, agree that the guarantee herein contained shall remain in full force and effect, until it is released by the Company provided always this guarantee shall in no event remain in force after the.....day of.....without prejudice to the claims of the company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same are enforced after the said date.
5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder or to postpone for any time and from time to time any of the powers exercisable by it against the bidder and either to enforce or forbear from enforcing any of the terms and conditions governing the said document or securities available to the company and the said Bank shall not be released from its liability under these presents by any exercise of the company of the liberty with reference to the matters aforesaid or by reason of time being given to the bidder or any other forbearance act or omission on the part of the company or any indulgence by the Company to the bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for these provision have the effect of so releasing the Bank from its liability.
6. It shall not be necessary for the company to proceed against the bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the company may have obtained or obtain from the bidder shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
7. We, the said bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the company or the bidder of the Bank shall not discharge our liability hereunder.
8. We(name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Barbil and they shall honor such demand in any case not later than next working day.
9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below:

Place:

Signature

Date:

Name

Note: Instructions to the Bank: Not to be reproduced in the Bond Paper

1. The following are to be filled up in the blank space indicated thus:
(*)Tender No. of the tender (i.e.) No. of the covering letter of the tender of the bidder.
(**)Name of the work as given in the Tender Notice.
2. All pages of bank guarantees shall have the rubber stamp and signature of the officer of the Bank.
3. All corrections shall be attested by Rubber Stamp and Stamp of the officer of Bank.