

Notice Inviting Tender For

**Engagement of agency for conducting a
Drone magnetic survey over the
mineralization blocks of Kendujhar
district in Odisha state, India
(through e-tendering)**

ODISHA MINING CORPORATION LIMITED

NIT No.: OMC/E-PROC/EXPL/05/2023 Dated: 12.10.2023

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E-procurement notice

NIT No.: OMC/E-PROC/EXPL/05/2023

Date: 12.10.2023

#	Item	Particulars
1	Name of work	Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India.
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 12.10.2023 ; Time: 11:00 AM (IST)
3	Type of tender	Open global tender
4	Last date for sending queries to OMC	Date: 19.10.2023 ; Time: 5:00 PM (IST) ; queries may be sent by email to omc.geology@odishamining.in
5	Pre-bid meeting	Date: 27.10.2023 ; Time: 2:30 PM (IST) ; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective bidders
6	Issue of responses to pre-bid queries, addendum/corrigendum, if required	Date: 30.10.2023
7	Bid Due Date	Date: 13.11.2023; Time: 4:00 PM(IST)
8	Opening of Techno-Commercial Bid	Date: 13.11.2023; Time: 5:00 PM (IST)
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable) including GST	INR 5900 (Rupees Five thousand and nine hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
11	Earnest Money Deposit (EMD)	INR 1,84,500 (Rupees One lakh eighty-four thousand and five hundred only)/- exclusive of GST Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)

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 Odisha Mining Corporation (<https://omcltd.in>). OMC reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-
General Manager (Exploration)

Odisha Mining Corporation Ltd. (OMC)

(A Gold Category State PSU)

Registered Office: OMC House,
Bhubaneswar, 751001, Odisha

Tel: 0674-2399914

1. Schedule for the Tender

#	Parameter	Name
1.	Date of publication of NIT	Date: 12.10.2023
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7.	Opening of Techno-Commercial Bid	Date: 13.11.2023; Time: 5:00 PM (IST)
8.	Opening of Price Bid	To be informed to the Technically Qualified Bidders

2. Data Sheet

#	Parameter	Name
1.	Name of tender	Engagement of an agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India.
2.	Type of tendering	Open global tender
3.	Mode of tendering	e-tender
4.	E-tender site	www.tendersodisha.gov.in
5.	Tender Document Cost (non-refundable) including GST	INR 5900 (Rupees Five thousand and nine hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6.	Earnest Money Deposit (EMD)	INR 1,84,500 (Rupees One lakh eighty-four thousand and five hundred only)/- exclusive of GST Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7.	Amount of Performance Security	10% (ten percent) of the contract value (excluding GST) as per clause 8.26 Amount shall be submitted in the shape of Bank Guarantee in the format provided in Annexure 8
8.	Nodal Officer	Name: Mr. Bharat Chandra Sahoo, General Manager (Exploration) Phone No.: 0674-2399914
9.	e-Mail address for submitting Pre-Bid queries	omc.geology@odishamining.in
10.	Address of OMC	Registered Office: OMC House, Bhubaneswar, 751001, Odisha Tel: 0674-2399914
11.	NIT No.	NIT No.: OMC/E-PROC/EXPL/05/2023 dtd: 12.10.2023

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT 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 NIT 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 NIT. The assumptions, assessments, statements and information contained in the NIT 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 NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT 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 NIT, or any matter deemed to form part of this NIT, 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 NIT. 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 NIT.
- 3.6 The Bidder should confirm that the NIT 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 OMC immediately at the following address:

Registered Office: OMC House,
Bhubaneswar, 751001, Odisha
Tel: 0674-2399914
e-Mail: omc.geology@odishamining.in

- 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 NIT 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 NIT 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 NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT 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 NIT 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 NIT.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT 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 NIT 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 NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

Acronym	Definition
BOQ	Bill of Quantity
CGST	Central Goods and Services Tax
DGMS	Directorate General of Mines Safety
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employee's State Insurance
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
HDFC	Housing Development Finance Corporation
IFSC	Indian Financial System Code
IST	Indian Standard Time
ITC	Input Tax Credit
LLP	Limited Liability Partnership
MICR	Magnetic Ink Character Recognition
NEFT	National Electronic Funds Transfer
NIC	National Informatics Centre
NIT	Notice Inviting Tender
OMC	Odisha Mining Corporation Limited
PAN	Permanent Account Number

Acronym	Definition
PIN	Postal Index Number
PSU	Public Sector Undertaking
QAQC	Quality Assurance Quality Control
RTGS	Real Time Gross Settlement
SAC	Services Accounting Code
SCC	Special Conditions of Contract
SFMS	Structured Financial Messaging System
TDS	Tax deduction at source

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 under “Instruction to Bidders”;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, 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 NIT 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 8.11;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.10;
- 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)/Work Order” means the written official intimation by OMC notifying the Preferred Bidder/Service Provider 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 “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide NIT

No. OMC/E-PROC/EXPL/05/2023 dated: 12.10.2023 for engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India for OMC and shall include any modifications, amendments, corrigenda/addenda or alterations thereto. The documents are as follows:

- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by OMC subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT 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 between OMC and the bidders for clearing doubts if any;
- 5.16 “Preferred Bidder/Selected bidder” shall have the meaning given to it in Clause 8.24.
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.18.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.25.
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “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 NIT and is qualified for opening of its Price Bid.
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.18.1.
- 5.23 “Tender Document Cost” shall have the meaning as set forth in Clause 8.9;
- 5.24 “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 NIT. 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 failing that in General Clauses Act, 1897.

6. Scope for Drone Magnetic Survey

6.1 Objective

The objective of the survey is to collect high-quality drone-borne geophysical data to help delineate the areas of mineral potential. The service provider will be required to collect high quality total field magnetic data within a specified accuracy level. In addition to data acquisition, the service provider will be fully responsible for the compilation and data processing of all collected data.

6.2 Scope of Work

The scope of work for the project is outline below:

- i) Survey planning (drape) at 20m altitude from surface with 100/50m line interval.
- ii) Conduct a drone magnetic survey along pre-planned survey lines.
- iii) Processing and compilation of the acquired magnetic data.
- iv) The estimated total work quantum is 1025-line km. Details of the mineral exploration blocks and survey specification are given in Table 1 in Annexure 2.

The detailed scope of work has been given in Special conditions of contract (Annexure 2) of this NIT.

6.3 The selected service provider shall conduct the drone magnetic survey to OMC as per the below mentioned timeframe:

#	Name/type of services	Timeline
a	Mobilization of all necessary personnel and equipment to site and preparation and submission of the survey planning map in accordance with the plan provided by OMC.	T0+10 days
b	Completion of 100% Data acquisition, submission of raw and Pre-processed (de-spiking, cultural noise removed, diurnal and heading corrected) data.	T0 + 35 days
c	Submission of final processed (IGRF corrected & Tie line levelled) and compiled data along with processing report.	T0 + 40 days
d	Acceptance of all deliverables by OMC.	T0+ 45 days
Total Timeline		45 days from T0

Data and report are to be submitted block wise.

- 6.4 T0 will be the date of issuance of LOA/work order by OMC to the Selected Bidder.
- 6.5 The number of equipment/drones deployed for the survey program will be as per the work requirements and the timeline given above.
- 6.6 The detailed scope and specifications of the services to be provided, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.7 The “General Conditions of Contract Services” as enclosed in the tender at Annexure 1 shall form an integral part of the NIT 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	Technical Criteria	
7.1.1	Work Experience	
	<p>The Bidder must have experience of having successfully delivered similar work during the last 3 (three) years* with following criteria:</p> <p>i) Three similar completed drone based magnetic survey work of values not less than INR 18.5 lakhs each. OR</p> <p>ii) Two similar completed drone based magnetic survey work of values not less than INR 23 lakhs each. OR</p> <p>iii) One similar completed drone based magnetic survey work of values not less than INR 37 lakhs.</p> <p><u>Note:</u></p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the drone based magnetic survey for any mineral exploration.</p> <p>*Applicable last 3 (three) years will consider from the date of publication of NIT.</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, value of contract; and</p> <p>b) Completion certificate/letter of reference against specific project from their clients/employers, regarding successful completion of the services.</p> <p>c) In case the 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/letter of reference against specific project issued by the client/employers.</p> <p>d) In case, the bidder fails to avail the completion certificate/letter of reference against specific project from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted.</p>
7.1.2	Quantum of work	
	<p>The Bidder must have successfully completed drone based magnetic survey cumulative of 500-line km during last 3 (three) years as specified below:</p> <p>Applicable last 3 (three) years will consider from the date of publication of NIT.</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, quantum of work; and</p> <p>b) Completion certificate/letter of reference against specific project from their clients/employers, regarding successful completion of the services.</p> <p>c) In case, the quantum of work (line km) is not mentioned in the contract or work order or agreement, then the quantum</p>

#	Criteria	Required Documents
		<p>of work must be mentioned in the completion certificate/letter of reference against specific project issued by client/employers.</p> <p>d) In case, the bidder fails to avail the completion certificate/letter of reference against specific project from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted.</p>
7.1.3	Number of Equipment & Drone	
	<p>The agency shall have a minimum of One drone-based magnetometer and one ground base magnetometer owned/hired. The minimum required specifications of equipment are mentioned in clause 2.3 of Annexure 2.</p> <p>And</p> <p>The agency shall have One suitable drone owned/hired for this survey. Drone must be registered with DGCA and have a valid UIN number.</p> <p>Note: In case of any failure in equipment/drone, immediate replacement is necessary.</p>	<p>Copy of Credentials of ownership of these equipment & drone.</p> <p>In the case of owned equipment, the purchase related payment proof copies/invoices to be submitted along with specification.</p> <p>In the case of owned drone, the purchase related payment proof copies/invoices/registration certificate to be submitted along with UIN number provided by Directorate General of Civil Aviation (DGCA), India and specification.</p> <p>For hired equipment, bidder may submit Memorandum of Understanding (MoU)/agreement of equipment along with the product specification.</p> <p>For hired drone, bidder may submit Memorandum of Understanding (MoU)/agreement of drone along with UIN number provided by Directorate General of Civil Aviation (DGCA), India and the specification.</p>
7.1.4	Professional Experience	
	<p>The bidder should have at least One Geophysicist with minimum qualification of graduation in any geoscience (Geophysics, Applied geophysics, marine geophysics,</p>	<p>Self-attested CV & degree/qualification certificate should be attached with bid document.</p>

#	Criteria	Required Documents
	<p>geotechnical, geology, Applied geology geochemistry, earth science) or Physics degree and more than 2 years experience in drone magnetic survey method which includes.</p> <ul style="list-style-type: none"> i) Survey planning ii) Data acquisition iii) Data correction & iv) Processing <p>And One Skilled drone operator – 1+ years Experience in drone operating for any topographic/GPS/geophysical surveys. The drone operator must have valid drone pilot certificate from Directorate General of Civil Aviation (DGCA), India.</p>	<p>Note: The same person (attached CV) should be employed for this work otherwise the person with same qualification can be acceptable.</p>
7.2	<p><u>Financial Criteria</u></p> <ul style="list-style-type: none"> i) Average annual turnover of any 3 years in last 5 financial years* (or 5 calendar years for those entities to have their financial statement as per calendar year) should be at least INR 28 Lakhs. <p><u>Note:</u> *5 (five) financial years – FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23</p> <p>5 (five) Calendar years 2018,2019, 2020,2021 and 2022.</p>	<ul style="list-style-type: none"> a) Copies of audited financial statements b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor. c) In cases where the bidding company are not required to prepare audited financial statement as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the financial statement as per the accounting standards of the country of the bidding company, duly certified by the practicing-chartered accountant or equivalent. Copy of statements of account submitted to government/tax authorities along with proof of submission.
7.3	Other Criteria	

#	Criteria	Required Documents
7.3.1	<p>The Applicant for participation in the Selection Process, may be an entity or a group of entities (the “Consortium”), coming together to execute the Assignment. The technology or geophysical (data acquisition) service provider company has to be lead member.</p> <p>The entity should have a constitution of Company/Partnership firm/LLP.</p> <p>In case of consortium,</p> <ul style="list-style-type: none"> • maximum two members can be allowed. (For details refer clause 8.8) • Joint bidding agreement must be submitted (Annexure 10) • The lead member of consortium should meet the Technical & financial criteria (clause 7.1 & 7.2) on its own. 	<p><u>For Indian entity</u></p> <p>Copies of</p> <ol style="list-style-type: none"> a) Company (Private or Public) <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership c) LLP firm <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership <p><u>For foreign entity</u></p> <p>The bidders are to furnish documents regarding registration/incorporation with respective government agencies</p>
7.3.2	PAN and GSTIN registration certificate	<ul style="list-style-type: none"> • The Bidder must submit a valid PAN and GSTIN registration certificate (REG 06) at the time of signing of contract. • In case of consortium, if the Lead bidder is foreign entity and do not have PAN & GST registration certificate then the lead bidder may request OMC to make payment in account of Indian entity of consortium subject to clause 8.8.7 of this NIT and submit the PAN & GST of Indian entity of consortium at the time of signing of contract. • If both the member of consortium is foreign entity, then lead bidder must submit a valid PAN and GSTIN registration certificate (REG 06) at the time of signing of contract.
7.3.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in Annexure 5

#	Criteria	Required Documents
7.3.4	Tender Document Cost, EMD amount and Power of Attorney In case of consortium, power of attorney nominating the Lead Member	<p>a) Proof of payment of Tender Document Cost; Please refer to Clause 8.9 for further details.</p> <p>b) Proof of payment of EMD; Please refer to Clause 8.10 for further details.</p> <p>c) Power of Attorney (as per the format given in Annexure 3) in favor of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details.</p> <p>d) In case of consortium, both members shall submit Power of attorney as per format given in Annexure 3. And also submit power of attorney (as per the format given in Annexure 3A) in favour of authorized person signing the consortium agreement and submission of bid.</p> <p>e) In case the bidder is a company it should submit the copy of the Board resolution authorizing the person executing the Power of Attorney on behalf of the bidder.</p>
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 and binding on all such entities

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. USD to INR conversion, conversion rate to be used as Reserve Bank of India (RBI) reference rate, fixed on the day of publication of NIT. In case conversion rate is not available on the date of publication, the conversion rate of the immediate next available date can be considered.

In case of any other currency the same shall first be converted to USD as on the day of publication of NIT/ immediate next available date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the International Monetary Fund (IMF) for the relevant date.

- c. The word delivered means that the Bidder should 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 should have completed the entire range of services as specified in the NIT, 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 NIT). The part completion certificate should also highlight the satisfactory performance/progress of the Bidder with respect to the services under consideration.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in.](http://www.tendersodisha.gov.in)) For this, Bidder should select the option “Online bidder enrolment” in above website and duly fill up the enrolment form. In case of foreign bidder, Bidder type should be selected as “Foreign”. This is a 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 III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration should be in the name of the Bidder, whereas the DSC holder should be the duly Authorized Signatory of the Bidder. In case of consortium the lead member shall be DSC holder. However, the lead member of consortium may authorize the authorized signatory of Non-lead member to submit the bid document only using the DSC of the authorized signatory of Non-lead member.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMC (<https://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 Document Cost 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 Clause 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) respectively christened as such. 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 NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid should be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 In the case of consortium, Lead member should 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 consortium. Power of Attorney shall be in the name of Lead member as per the format given in Annexure 3A.

8.7 Bid shall be submitted in the name of the Lead Member with authorized signatory of Lead & Non-Lead member.

8.8 Consortium

8.8.1 A consortium shall consist of a maximum of 2 (two) corporate entities, which shall comprise of a Lead Member and a Non-Lead Member. The Technology, or the Geophysical (data acquisition) Service provider company has to be lead member.

8.8.2 Maximum 2 (two) members to a consortium is allowed. The bidder or any of his consortium members should not be in any way directly or indirectly affiliated to any other bidder participating in the contract for drone magnetic survey floated by OMC except for drone magnetic service provider.

8.8.3 USD to INR conversion, conversion rate to be used as Reserve Bank of India (RBI) reference rate, fixed on the day of publication of NIT. In case conversion rate is not available on the date of publication, the conversion rate of the immediate next available date can be considered.

In case of any other currency the same shall first be converted to USD as on the day of publication of NIT/ immediate next available date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the International Monetary Fund (IMF) for the relevant date.

8.8.4 All the Consortium members will be required to furnish a legally enforceable Joint Bidding Agreement (Annexure 10) along with Techno-Commercial Proposal.

8.8.5 No applicant applying individually or as a member of a Consortium can be member of other consortium bidding for the Assignment.

8.8.6 If the lead consortium partner or partner responsible for geophysical activities including data acquisition, processing and modelling exits the contract at any given time during the contract period, the contract will stand cancelled, and the Performance Security Deposit will be forfeited.

8.8.7 In case of consortium, Lead bidder would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. Lead bidder shall have the overall responsibility pertaining to execution of Assignment. Lead bidder shall submit PAN and GST registration certificate at the time of signing of contract.

If the Lead bidder is foreign entity with Indian entity as consortium member, then the lead bidder may request OMC to make payment in account of Indian entity of consortium and submit the PAN & GST of Indian entity. In such case, Performance Security shall be

submitted by Indian entity of consortium and the Indian entity shall be authorized to incur liabilities and to receive instructions and payments. Also, lead members shall have the overall responsibility pertaining to execution of Assignment. OMC at its sole discretion may accept or reject the request of Lead Bidder to make payment in account of Indian entity.

8.9 Tender Document Cost

8.9.1 The Bidder shall pay to OMC a non-refundable amount (“Tender Document Cost”), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet

8.9.2 The Bidders, who are exempted to deposit Tender Document Cost 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 Document Cost claiming exemption but does not submit relevant document, is ineligible for bidding and his bid shall be summarily rejected.

8.10 Earnest Money Deposit (EMD)

8.10.1 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.

8.10.2 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.

8.10.3 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.

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

8.10.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

8.10.6 **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 in case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA/Work order or Agreement within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.11;
- v) If the Bidder has otherwise committed any breach of the terms of this NIT;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

8.11 **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.

8.12 **Issue of clarifications:** Bidders may also send their queries by email to OMC; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on 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.

8.13 **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 a reasonable amount of time to consider such corrigendum/amendment, OMC may at its own discretion also extend the Bid Due Date.

8.14 **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 NIT.

8.15 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the tender documents, including the proforma agreement;
- ii) received all relevant information requested from OMC;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided 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, 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.

8.16 **Right to accept or reject any/all bids:** Notwithstanding anything contained in the NIT, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further OMC reserves the right to annul the

Bidding Process and/or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

8.17 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.

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

8.18.1 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 should 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) Techno-Commercial Bid checklist as per Annexure 6
- iii) Mandate Form for Bank payment through e-mode as per Annexure 7
- iv) Joint Bidding agreement (as per Annexure 10)
- v) Any other document as applicable

8.18.2 Price Bid:

The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4 and in case of any discrepancy between the two (unit price and total price), the unit price shall prevail. Prices shall be quoted entirely in Indian Rupees (INR) and must be arrived at after including all expenses, rates, and taxes (excluding GST).

8.19 **Material deviation**

8.19.1 Material deviations in the bids received 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 8.18.1
- 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 bids submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.11.
- vii) It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

8.19.2 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 8.22.3), 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 may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.19.2.

8.20 **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.

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

8.22 Evaluation of Techno-Commercial Bids:

8.22.1 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 8.19), objections, conditionalities or reservations.

8.22.2 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 8.19 of the Material deviation.

8.22.3 If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents. 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 7 (seven) 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

8.22.4 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 8.18.1 of Techno-Commercial Bid.

8.22.5 Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria shall be considered to be technically qualified bids and list of these technically qualified bidders will be declared in portal.

8.23 Opening and Evaluation of Price Bids

8.23.1 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 8.18.2.

8.24 **Preferred/Selected Bidder:** The Bidder with the lowest Price Bid shall be the Preferred Bidder. Lowest price bid considered will be the total amount (excluding GST) quoted by the bidder to conduct a drone based magnetic survey as per price bid format given in Annexure 4. The Preferred Bidder shall be issued the LoA/Work order. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA/Work order. The Preferred bidder shall have to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 15 (fifteen) days of issue thereof, failing which the issued LoA/Work order may be cancelled and EMD of the Selected Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder in terms of this Clause 8.24. If the Bidder(s) who has submitted the next lowest Price Bid also fail to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 15 (fifteen) days then LoA/Work order may be cancelled and OMC may even cancel this tender at its sole discretion.

8.24.1 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/institution (Government/Private)/firm 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.

- 8.25 **Signing of Agreement:** Within 30 days of receipt of the signed copy of the LoA/Work order, the Agreement shall be signed by the Selected Bidder, the bidder shall also submit performance security deposit as mentioned in clause 8.26, failing which the EMD shall be forfeited and appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMC shall issue Service Order(s) to the Successful Bidder.
- 8.26 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at the Head Office, upon issue of LoA/Work order within a period of 15 (fifteen) days. Preferred bidder has to submit performance security of amount equal to 10% (ten percent) of the total contract value (excluding GST). 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 8. Performance Security in the form of BG should be operable for invocation at any Nationalised/Scheduled bank at Bhubaneswar. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

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 sites 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 sites.

9.2 Pre-bid meeting:

Applicants may seek clarification on this Tender document. Any request for clarification must be sent to omc.geology@odishamining.in in below format.

S.no	Page No	Clause No/Point No	Original clause as per tender document	Bidder's query

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.

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

10. E-tendering process

- 10.1 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). For this, Bidder should select the option "Online bidder enrolment" in above website and duly fill up the enrolment form. In case of foreign bidder, Bidder type should be selected as "Foreign". This is a 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 III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration should be in the name of the Bidder, whereas the DSC holder should be the duly Authorized Signatory of the Bidder. In case of consortium the lead member shall be DSC holder. However, the lead member of consortium may authorize the authorized signatory of Non-lead member to submit the bid document only using the DSC of the authorized signatory of Non-lead member.
- 10.2 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 Preferred Bidder shall be conducted online on the e-procurement portal.
- 10.3 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.
- 10.4 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 is 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.
- 10.5 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.
- 10.6 **Procedure for bid submission and payment of Tender Document Cost and EMD**
- 10.6.1 **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.

- 10.6.2 **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.
- 10.6.3 **Payment of Tender Document Cost and EMD:** Tender Document Cost 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) is integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.
- 10.6.4 **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.
- 10.6.5 **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.
- 10.6.6 **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.
- 10.6.7 **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 Pool Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.7 **Technical Parameter Sheet:** The Technical Parameter Sheet containing the technical specification parameters for each tendered item 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 all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter

Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by OMC without any further reference to the Bidder

- 10.8 **Price Bid:** The price bid containing the bill of quantity will be in Excel 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 and duties etc. (excluding GST). Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price considered will be the total amount (excluding GST) quoted by the bidder for conducting Drone based magnetic survey as per price bid format given in Annexure 4. 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.
- 10.9 **Modification of bids:** Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.10 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.11 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.22. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 7 (seven) days. The Bidders will get this information on their personalized dashboard 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 Document Cost. 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 dashboard 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.

- 10.12 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid/BOQ submitted by all shortlisted Bidders.
- 10.13 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 visible to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.24.1.
- 10.14 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA/Work order in terms of Clause 8.24. The LoA/Work order shall be sent through email and registered/speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract-Services

1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order/Agreement for the full and proper performance of 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 OMC;
- 1.4. "Service Provider" or "Contractor" or "Agency" shall mean the person, firm, company or institution (Government/Private) 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 and 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/Work order, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), OMC reserves the right to cancel the LoA/Work order and forfeit the EMD.
- 4.2. Once a Service Order/Agreement is 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, 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 and Information

- 6.1. The Service Provider shall not, without OMC's prior written consent, disclose any approved plan, data or information furnished by or on behalf of 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. Performance Security

7.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.

7.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:

- If the successful Bidder denies undertaking the work after issuance of LoA/Work order, or
- If the Service Provider abandons the work before its completion, or during its extended period
- 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

7.3. The proceeds of Performance Security shall be forfeited and appropriated by 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 OMC may be entitled to as per terms and conditions of Service Order/Agreement.

7.4. 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. Delivery and Documents

8.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.

8.2. 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.

9. Terms of Payment

- 9.1. 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.
- 9.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 9.3. No advance shall be paid and no letter of credit shall be issued.
- 9.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 9.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

10. Subcontracting/out-sourcing/sub-letting/assignment

- 10.1. 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, 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.

11. Cancellation of Service Order/Agreement

- 11.1. 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 it 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) Due to conflict of interest between OMC and 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 contractor entity 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.

OMC may also terminate the contract before completion of the contract period at its sole discretion without any risk and responsibility after giving one-month prior notice to the selected agency

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order/Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 11.1.

12. Right to risk for procurement

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 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.

13. Force Majeure

13.1. "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) cannot by exercise of reasonable diligence, reasonable precautions, and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available), be prevented or caused to be prevented;
- C) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order/Agreement.

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

- a. act of God, including, but not limited to lightning, drought, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years;
- b. fire caused by reasons not attributable to any Party or its employees or agents;
- c. act of terrorism;
- d. strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of any Party;
- e. action of a Government Agency having Material Adverse Effect, including but not limited to;
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Mine Facilities or any part thereof or of the Contractor's rights in relation to the Works,

- ii. any judgment or order of court of competent jurisdiction or statutory authority in India made against any Party in any proceedings which is non-collusive and duly prosecuted by the said Party, and
 - iii. any unlawful, unauthorized or without jurisdiction refusal to issue, or to renew, or revocation of any applicable permits, for reasons other than a Party's breach or failure in complying with the obligations under the agreement, Applicable laws, Applicable permits, any judgment or order of Government Agency, or of any contract by which the said Party is bound.
- f. Any events of national emergency or national security;
 - g. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;
 - h. Delay or refusal in renewal/extension of the Mining Lease by the Government of Orissa, or Delay or refusal in renewal of Environment Clearance by the Ministry of Environment and Forest (MoEF), Government of India, and such other things as are incidental thereto, in favour of OMC
- 13.2. 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.
- 13.3. 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.
- 13.4. 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 NIT, the parties may mutually decide to terminate the Service Order/Agreement or continue the Service Order/Agreement on mutually agreed revised terms.

14. Dispute Resolution

- 14.1. 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 shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar within the period as specified under the Law of Limitation. There shall be no arbitration between the Parties. The provisions of Arbitration and Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 14.2. 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.

15. Governing Language

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

16. 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.

17. Permits and Certificates

- 17.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licenses 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.

18. General

- 18.1. 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.

18.2. 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.

18.3. Losses due to non-compliance of Instructions

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

18.4. Recovery of sums due

All costs, damages or expenses which OMC may have paid, for which under the Service Order/Agreement, the Service Provider is liable, may be recovered by 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 OMC, on demand, the balance amount.

19. Liability and Indemnity

19.1. 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 contractors, 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 and 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 contractors, 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 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.

- 19.2. 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.

20. Blacklisting

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

- a) If the 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;
- b) If security consideration of the state i.e. any action that jeopardize the security of the State.
- c) 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.
- d) If the business concern/entity refuses/fails to return OMC's dues without adequate cause;
- e) If the business concern/entity is blacklisted by any Department of the Central Government/State Government/Central PSU/State PSU.
- f) 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.
- g) If internal violation of important conditions of contract/agreement.
- h) If submission of false/fabricated/forged documents for consideration of the tender

21. Insurance

- 21.1. The Service Provider will obtain an insurance policy covering all risks, damages, loss etc. for all manpower deployed by him. 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.
- a) loss of or damage to the works, plant and materials
 - b) loss of or damage to Equipment
 - c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - d) personal injury or death
- 21.2. 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.
- 21.3. 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.

Statutory and Legal requirements

- 21.4. 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 as applicable and shall bear all necessary expenses in this regard if applicable.
- 21.5. 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.
- 21.6. 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.

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

- 22.1. The service provider shall abide by and ensure compliance with policies and standards adopted or to be adopted by OMC

23. Safety

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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 or by its contractors or sub-contractors. If OMC is made liable for any such claim by the court of law or any other authority, the same should 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 take precedence over the General Conditions of Contract to the extent of that inconsistency.

1.1 Area of operation:

Two survey blocks, Dimirimunda and Salaikena, in Kendujhar district, Odisha are planned for airborne surveying. The areas are bounded by the following co-ordinates:

Salaikena (Datum-WGS 84)

#	Longitude	Latitude
1	85° 22' 45.5"	21° 23' 55.5"
2	85° 24' 54"	21° 25' 20.6"
3	85° 22' 46.6"	21° 28' 00.3"
4	85° 20' 29"	21° 26' 39.7"

Dimirimunda (Datum-WGS 84)

#	Longitude	Latitude
1	85° 22' 49.1"	21° 15' 34.0"
2	85° 24' 33.7"	21° 13' 36.9"
3	85° 26' 00.0"	21° 11' 14.3"
4	85° 29' 35.3"	21° 08' 26.6"
5	85° 30' 24.6"	21° 09' 33.8"
6	85° 26' 24"	21° 13' 21.9"
7	85° 26' 32.9"	21° 13' 38.6"
8	85° 23' 15.8"	21° 16' 13.4"

Note: The number of survey blocks and their boundary may change at the time of issuance of LoA/work order.

2. Scope of work, service requirements including technical parameters and deliverables

2.1. Scope of work/service requirements:

The selected service provider scope of work shall include:

- The mobilization of all necessary survey personnel and equipment to the field site;
- Local transportation of equipment;

- c) Preparation of temporary access to site/working area to carry out the drone magnetic survey;
- d) The scope of services includes engagement of trained and experienced geophysicists and technical personnel for handling, operating, and maintaining all survey and scientific equipment engaged for drone magnetic survey, as well as survey planning, data acquisition, data correction and processing;
- e) Survey planning and adoption of acquisition methodology;
- f) Co-ordination of field crews and implementing data acquisition as per plan;
- g) Internal QC of raw data and application of necessary corrections (Cultural noises, diurnal variation);
- h) Submission of Raw and Pre-processed (de-spiking, cultural noise removed, diurnal and heading corrected) data at regular intervals (weekly once/as per requirement) to OMC. The submitted data will be checked by OMC officials and approved if data meets the technical requirements as per NIT. If the data is not as per technical requirements OMC will ask for resurvey.
- i) Submission of final processed & compiled data (IGRF corrected & Tie line levelled) after completion of each block;
- j) Preparation of maps/plots/charts for various parameters employed during the survey;
- k) Timely delivery of the deliverable data, products, and report;
- l) Engaging skilled and unskilled labor for survey work;
- m) Accommodation and safety and security of manpower and equipment.
- n) Informing local authorities regarding this drone survey is necessary.

All the above processes will be monitored by OMC.

2.2. Table 1: Details of survey blocks with survey specification:

S.No	Blocks	Area (sq.km)	Line spacing	station interval	Survey Altitude	Line direction	Estimated line km
1	Salaikena	28.7	100/50m	1m	20m	N90° E (E-W)	400
2	Dimirimunda	44.5	100/50m	1m	20m	N45° E (NE-SW)	625
						Total	1025

Note: The estimated line km is inclusive of tie lines & infill (50m) lines.

As per the special requirements,

- OMC may increase/decrease the line km mentioned in Table 1 and/or quantity of line km given in Price bid (Annexure 4) up to 10% from the total value, before placement of contract.
- Also, OMC may increase/decrease the line km mentioned in Table 1 and/or quantity of line km given in Price bid (Annexure 4) up to 20% from the total value, after placement of contract.
- For the increased/decreased line km, the service provider will have to perform the survey as per the scope of work given in this Special Condition of Contract at same rate as quoted in the price bid (Annexure 4).

2.3. Minimum Specification of Survey Equipment and accessories:

- a. Drone Magnetometer
 - i) Sensitivity 0.01nT or better
 - ii) Ambient range 20000nT to 100000nT
- b. Base magnetometer
 - i) Resolution – 0.1 nT or better
 - ii) Ambient range 20000nT to 100000nT
 - iii) Sample rate – 1 Hz or better

2.4. Technical Specification:

General

- The service provider will pre-plan the line path to ensure 100% coverage on each block.
- The drape survey plan maintaining at 20 m height from surface should be prepared prior to start the data acquisition on each block.
- The altitude tolerance is ± 10 m.
- The data should be collected in continuous mode with at least 1 reading in every 1 m along the preplanned survey lines.
- The allowable minimum and maximum separation between adjacent traverse lines will be 80 m and 120 m respectively.
- There shall be no gaps in data coverage along the preplanned survey lines greater than 20 m.
- Partial lines must have an overlap of at least 50 m.
- No one survey line shall be split into three or more partial lines. Also, Partials shall be split at the tie line.

Magnetic Base station:

- The base magnetometer must be time-synchronised with all drone magnetometers before the survey starts. Base magnetometer must capture base data in a regular time interval throughout the data acquisition duration on daily basis.
- Base station shall be set up outside or inside the survey area, at a magnetic noise-free location, away from moving steel objects, vehicles and DC electrical power lines, any establishment etc. which could interfere with the recording of the magnetic field diurnal variation.
- GPS clock time must be used to record the time of the base magnetometer readings. The time of the base station must be synchronized with the time of the drone magnetometers.
- The location of the base magnetometer shall be checked by the personnel appointed by OMC.

Survey (drone) Magnetometer:

- The drone magnetometer shall be able to collect data in continuous mode with at least one reading collected every one meter.
- The magnetometer should have inbuilt GPS system. Each data must be collected with GPS locations (X, Y and Z) with the minimum accuracy of ± 2 m. The GPS height should be relative to the geoid datum.
- A heading error should be calculated and computed for all flight directions.

2.5. List of deliverables:

The following deliverables are required by OMC as block wise from the bidder during the period of the services:

a. Survey Planning Map

The bidder shall submit to OMC, a soft copy of survey plan map along with details of survey methodology adopted for this work. The map shall contain details of survey locations and lines for each survey block.

b. Processing Report

The bidder shall submit to OMC, two printed copies of the Processing report, plus a copy in electronic format (e.g. Microsoft Word or PDF), or in a format proposed by the bidder and accepted by OMC. The Processing report shall contain, as a minimum,

- equipment employed for work
- details of survey locations
- copy of the daily production log
- survey procedures associated with the equipment
- corrections applied to data
- the quality control procedures associated with the data
- the flow chart of the entire processing sequence from correction of raw data to

- final products
 - viii. gridding methodology and
 - ix. summary of deliverables.
- c. Digital Data
- i) Raw data, as per instrument/equipment (OEM format)
 - ii) Pre-Processed (de-spiking, cultural noise removed, diurnal and heading corrected) data in ASCII/excel or GDB format.
 - iii) Final processed (IGRF corrected& Tie-line levelled) and compiled data in ASCII/excel or GDB format.
 - iv) Final processed grids include Total magnetic intensity (TMI), IGRF corrected TMI, Pole reduced magnetic field (RTP), Residual magnetic image, First and second vertical derivative of RTP, Tilt derivative of RTP, Analytical signal of IGRF-corrected TMI.

Note:

- a. OMC may add or change any technical specifications based on project requirement.

3. Contract period

- 3.1. Contract period shall be for 3 (Three) months. OMC at this sole discretion may extend the contract period for further 1 month.
- 3.2. The contract will commence from the date of issuance of LoA/Work order by OMC to the selected agency ("Commencement Date").
- 3.3. At any point of time, OMC may terminate 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. OMC may at its sole discretion terminate the awarded work without any risk and responsibility if the agency does not able to provide the services as per the contract period, specifications and other conditions mention in this NIT.
- 3.4. OMC may also terminate the contract before completion of the contract period at its sole discretion without any risk and responsibility after giving 1-month prior notice to the selected agency.

4. Co-ordination of Work

- 4.1 The Service Provider shall nominate the site representative who shall be responsible for the execution of the work and act as per the instructions of the representative/authority of OMC.

5. Payment terms:

5.1. Subject to any deduction which OMC may be authorized to make under the contract, the contract price shall be payable as follows:

Milestone	Payment
<p>1. Mobilization of all necessary personnel and equipment to site and preparation and submission of the survey planning map in accordance with the plan provided by OMC.</p> <p>Completion of 100% Data acquisition, submission of raw and Pre-processed (de-spiking, cultural noise removed, diurnal and heading corrected) data, which will be checked by OMC officials and approved if data meets the technical requirements as per NIT. If the data is not as per technical requirements OMC will ask for resurvey.</p>	<p>70% of actual quantum of work (line km) carried out in each block.</p>
<p>2. Submission of final processed (IGRF corrected & Tie line levelled) and compiled data along with processing report.</p> <p>Acceptance of all deliverables by OMC.</p>	<p>30% of actual quantum of work (line km) carried out in each block.</p>

Milestones payment will be made block wise.

- a) Milestone payments will be made after review by OMC and if deliverable is approved by OMC. OMC will take a maximum of 2 days to review the data submitted by the agency.
- b) Timely completion of work is the main essence of the contract.
- c) No additional amount shall be paid by OMC to the Agency due to suspension of work or his personnel remaining idle, for whatsoever reason at field.
- d) All bank charges, if any, shall be borne by the Agency's account.
- e) The service provider shall submit the bill in triplicate (3 copies) towards the work undertaken for a milestone along with applicable GST to the concerned certifying authority (project in-charge) of OMC, along with the documents mentioned in section 5.2 (Annexure 2) of NIT, all these documents shall be duly stamped and signed by the authorized signatory of the service provider. The invoice must contain the name, address, and GST registration no. of the service provider.
- f) The place of payment shall be the Head Office, Bhubaneswar of OMC

- 5.2. Submissions of documents for the above payments are listed below.
- i. Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN codes of goods or accounting code of services, description of goods or services, quantity rate of tax etc. Name, address and GSTIN of Agency Name, address and GSTIN of OMC.
 - ii. The Invoice shall be certified by the official of OMC assigned to overlook the work regarding the work Completed.
 - iii. Any other necessary documents as per GST Act and Rules
 - iv. Undertaking that Agency has complied with all statutory requirements as per LoA/Work Order during the period for which the progress payment has been claimed.
 - v. OMC will not be responsible for delay in payments in case of non-receipt of documents/receipt of incorrect and incomplete documents. The Agency shall intimate their Bankers details and Account No. etc. to Finance Section of OMC.
- 5.3. The Project In-charge shall check and certify the RA bill in respect of the quantity of work completed with observation of specification, terms, and conditions of the agreement.
- 5.4. For any reason if OMC stop/suspend/terminate the work then the actual work done till date of termination shall be considered for payment as per the approved rate.
- 5.5. TDS towards Income Tax and GST shall be made from the bills as per applicable rates. TDS certificate for Income Tax TDS shall be issued by OMC.
- 5.6. The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.

6. Price Revision

- 6.1. **No price revision:** There shall be no price or rate revision throughout the contract period, except for as provided in Clause 7. In case of extension of the contract period, the terms and conditions and the price/rate revision (if any) for the extended contract period shall be decided by OMC in consultation with the Service Provider.

7. Taxes and Duties

7.1. 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.

7.2. 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. Penalty:

- 8.1. In case the agency discontinues/quits the work in any point of time, 10% of the balance awarded work value shall be recovered from the performance security and/or payables available with OMC.
- 8.2. In case the causes of discontinuing/quitting the work are beyond the control of the vendor, penalty can be waived and/or penalty can be re-assessed at the discretion of competent authority of OMC

9. Liquidated Damages:

- 9.1. The Agency shall complete the work in accordance with the Timeline mentioned in clause 6.3 (in section - Scope for drone based magnetic survey) of this NIT document. If, however, the Agency fails to complete the work in accordance with the Timeline, or within such extended time schedule as may be further granted to the Agency by OMC, liquidated damages at the rate of 0.5% of the contract value of the drone based magnetic survey per week delay excluding GST shall be levied by OMC subject to a maximum of 10% of the contract value of the drone based magnetic survey excluding GST. Maximum liquidated damages for entire project shall be 10% of the total Contract value (excluding GST). GST as applicable shall be charged on the penalty amount and shall be recovered from the agency. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order/Agreement. GST on LD shall be recovered in addition to the LD amount.
- 9.2. 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.
- 9.3. 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, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider
- 9.4. In case of delay and/or shortfall in achievement of target caused due to reasons beyond control of agency penalty/LD may be waived subject to approval of competent authority of OMC.

10. Other Terms and Conditions:

- 10.1. All equipment, drones, and other accessories, as may be required, shall be arranged by the agency at his own cost.
- 10.2. The service provider shall provide all implements, accommodation, vehicles, and all other materials including safety equipment required for the purpose to the manpower deployed by it.
- 10.3. OMC may require infill lines based on the interest, the agency should complete those additional line km within the above-mentioned timelines in clause 6.3.

11. Limitation of liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order/Agreement or otherwise shall be limited to 100% of Service Order/Agreement price.

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

The service provider shall abide by and ensure compliance with policies and standards adopted or to be adopted by OMC.

Annexure 2A: Proforma of the Agreement

Ref: [•]

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

BETWEEN

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

AND

[Scenario 1: where the Selected Bidder is a Single Bidding Entity]

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

OR

[Scenario 2: where the Selected Bidder is a Bidding Consortium]

M/s. *[insert name of Lead Member]*, a company incorporated under the provisions of the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns).

AND

M/s. *[insert name of first Non-Lead Member]*, a company incorporated under the provisions of the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns).

Note: In case any of a foreign entity, name of the entity and incorporation of the entity in respective foreign country shall be mentioned.

The Lead Member and the Non-Lead Members are hereinafter collectively referred to as the **“Selected Bidding Consortium”**

WHEREAS

- i) the Service Provider, in the ordinary course of its business, is engaged in providing services related to geophysical drone magnetic surveys to its clients, and have represented to OMC through their bid(s), against NIT No. OMC/E-PROC/EXPL/05/2023 dated 12.10.2023 (hereinafter called the “Tender”) for Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India for OMC (through e-tendering);
- ii) on the basis of the said Tender, OMC has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA)/ Work order No. [•] dated [•] for the same.
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender.
- iv) the Service Provider is being engaged to provide the required services for period of for 3 months. In case of any circumstances the work is not completed within this period, OMC at this sole discretion may extend the contract period for further 1 month with the permission of competent authority of OMC.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and OMC shall be as set forth in this contract, in particular:
 - (a) The Service Provider shall provide out the services in accordance with the provisions of this contract; and
 - (b) OMC shall make payments to the Service Provider in accordance with the provisions of this contract.
2. Conditions of Contract
 - (a) Contract Period: <include relevant clauses from SCC>
 - (b) Payment Terms: <include details related to the final quoted /negotiated prices>
 - (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement.

- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.
- (e) All the terms and conditions as per the NIT No. OMC/E-PROC/EXPL/05/2023 dated 12.10.2023 (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement.

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

For and on behalf of Odisha Mining Corporation
Limited

(Authorized Representative)

Name:

Designation:

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House

Bhubaneswar, 751001, Odisha

In presence of the following witness

Name:

Designation:

Odisha Mining Corporation Ltd.

(A Gold Category State PSU)

Registered Office: OMC House

Bhubaneswar, 751001, Odisha

Scenario 1: where the Selected Bidder is a Single Bidding Entity

For and on behalf of M/s. (Bidder)

(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:

Address:

In presence of the following witness

Name:

Designation:
Name of the Service Provider:
Address:

Scenario 2: where the Selected Bidder is a Bidding Consortium

For and on behalf of M/s. (Lead member)

(Authorized Signatory)

Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witness

Name:
Designation:
Name of the Service Provider:
Address:

For and on behalf of M/s. (Non-Lead member)

(Authorized Signatory)

Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witness

Name:
Designation:
Name of the Service Provider:
Address:

Annexure 3: Format for Power of Attorney

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

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 **NIT No. OMC/E-PROC/EXPL/05/2023** dated: **12.10.2023** published by the Odisha Mining Corporation Limited for conducting a drone magnetic survey over mineralization blocks of Kendujhar district in Odisha state, India for OMC, 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 3A: Format for Power of Attorney for Lead Member Consortium

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

Whereas OMC (the “agency”) has invited proposals for Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India.

Whereas, [name of Lead member] and [name of Non-lead member] (collectively the “Consortium”) being Members of the Consortium are interested in participate in bidding for “Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India” in accordance with the terms and conditions of the NIT and other connected documents in respect of the NIT/assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the drone magnetic survey works and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [authorised signatory of Non-lead member] having our registered office at [registered address], and M/s.[authorised signatory of the Lead member],having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize the M/s [authorised signatory of Lead Member], having its registered office at [registered address], being one of the Members of the Consortium, as authorised signatory of the **Consortium** and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the performance of the services related to the drone magnetic surveys, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the drone magnetic survey, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with OMC , and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the drone magnetic survey and/ or upon award thereof until the Contract is entered into with OMC.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For and on behalf of
Non-Lead Member :

[Sign and Seal]

[Name]
[Designation]
[Address]

For and on behalf of
Lead Member :

[Sign and Seal]

[Name]
[Designation]
[Address]

Accepted

Lead Member:
[Sign and Seal]

[Name]
[Designation]
[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 4: Price Bid Format

S. No	Type of service	Estimated Line km (A)	Rate/line km in figures to be entered by the Bidder in INR (B)	Total Amount without GST in figures (In INR) (A X B)	Total Amount in Words
1	Drone Magnetic survey, which includes survey plan, data acquisition and processing (Milestone 1 & Milestone 2)	1025			
		Total			
Total Amount in word					

Annexure 5: Declaration by the Bidder

Date: _____

Sub: Tender No. _____

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Checklist for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address and Registered Office:
2. Type of organization:
3. Contact name and designation of the Authorized Signatory of the Bidder and 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 8.18.1)		
2	Declaration by the Bidder - Annexure 5		
3	Proof of payment of Tender Document Cost		
4	Proof of payment of EMD/documents related- to exemption from the same		
5	Power of attorney for authorized signatory (Annexure 3) for both lead & Non lead members		
6	Power of attorney for Lead member Consortium (Annexure 3A)		
7	Signed copy of check list with seal - Annexure 6		
8	Bank details – Annexure 7		
9	Joint Bidding agreement (Annexure 10)		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form – on the letterhead of the Bidder

To

Odisha Mining Corporation Limited
(A gold category state PSU)
Registered Office: OMC House,
Bhubaneswar, 751001, Odisha

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 Limited through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

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

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

3. Bank Particulars

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

* In case of Bidders having Bank account in Union Bank of India

4. Effective Date:.....

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

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

Annexure 8: Format for Performance Security

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

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

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and The Odisha Mining Corporation Limited having its head office at OMC House, Bhubaneswar, 751001, Odisha ("OMC") has issued a Letter of Award (LoA)/Work order dated (the "LoA") whereby OMC has agreed to engage the Agency for (the “agreement”).
- (B) The LoA/Work order requires the AGENCY to furnish Performance Security to OMC of a sum of INR _____/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
 2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
 3. In order to give effect to this Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

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

- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
- iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

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

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

(Signature of the Authorized Signatory) (Official Seal)

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

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

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Indemnity Bond

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

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

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

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

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

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

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

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

(Signature with Name and Designation)

Station:

Date: Company/Firm/institution (Government/Private) Seal

Witness

1.....

Note:

* Total contract value excluding GST

Total contract period: 3 months

Annexure 10: Format for Joint Bidding Agreement (in case of Consortium)

THIS JOINT BIDDING AGREEMENT is entered on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [*Name of the Lead member*], a company incorporated under the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [*name of Non-Lead Member*], a company incorporated under the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

Note: In case of a foreign entity, name of the entity and incorporation of the entity in respective foreign country shall be mentioned.

The above-mentioned Lead & Non-lead members of the [FIRST AND SECOND] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

a) OMC, a Government of Odisha Undertaking registered under the Companies Act, 2013 having its head office at OMC House Bhubaneswar, Odisha – 751001 (hereinafter referred to as the “the agency” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its NIT No: **OMC/E-PROC/EXPL/05/2023** dated: 12.10.2023 (the “NIT”) for appointment of service provider for [name of assignment].

b) The Parties are interested in jointly applying for ‘Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India’ as members of a Consortium and in accordance with the terms and conditions of the NIT document and other bid documents in respect of conducting drone magnetic surveys, and

c) It is a necessary condition that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process 'Engagement of agency for conducting a drone magnetic survey over the mineralization blocks of Kendujhar district in Odisha state, India'.

b) The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this drone magnetic survey, either directly or indirectly or through any of their Affiliates.

3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected service provider and awarded the drone magnetic survey, the Parties shall enter into a contract for drone magnetic survey works with OMC and for performing all obligations as the service provider in terms of contract for the drone magnetic survey.

4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for drone magnetic survey and until the effective date under contract.

b) Party of the Second Part shall be [role];

5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the drone magnetic survey works and in accordance with the terms of the NIT and the Contract, for the performance of the Contract.

6. Lead member: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead member.

a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead member on any matters related to the contract shall be deemed to have been on its behalf and shall be binding on it. OMC shall be entitled to rely upon any such action, decision or communication from the Lead member;

b) consolidated invoices for the services in relation to the drone magnetic survey performed by Lead Member/Party and OMC shall have the right to release payments solely to the Lead member

and OMC shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

c) any notice, communication, information or documents to be provided to the Service provider shall be delivered to the authorized signatory of the service provider (as designated pursuant to the Contract).

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the drone magnetic survey is awarded to the Consortium. However, in case the Consortium is not selected for award of the

drone magnetic survey, the Agreement will stand terminated upon intimation by OMC that it has not been selected and upon return of the Bid Security by OMC.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of OMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of

Lead Member (FIRST PART) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

Non lead member (SECOND PART) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

Witness 1

[Signature]

[Name]

[Address]

Witness 2

[Signature]

[Name]

[Address]