



**Notice Inviting Tender
For**

**Engagement of agency for conducting
Fixed wing Airborne (Magnetic &
Radiometric) Surveys over the parts of
Odisha state, India
(through e-tendering)**

ODISHA MINERAL EXPLORATION CORPORATION LTD

NIT No.: 08/ OMECL/e-PROC/2022-23 Dated: 25.03.2023



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E-procurement notice

NIT No.: 08/ OMECL/e-PROC/2022-23

Date: 25.03.2023

#	Item	Particulars
1	Name of work	Engagement of agency for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of Odisha state, India.
2	Availability of tender documents on the e-tendering portal of Government of Odisha (www.tendersodisha.gov.in)	Date: 25.03.2023 , Time: 5:00 PM (IST)
3	Type of tender	Open global tender
4	Last date for sending queries to OMECL	Date: 31.03.2023 ; Time: 5:00 PM (IST) ; queries may be sent by email to omecloffice@gmail.com
5	Pre-bid meeting	Date: 04.04.2023 ; 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: 06.04.2023
7	Bid Due Date	Date: 13.04.2023; Time: 4:00 PM(IST)
8	Opening of Techno-Commercial Bid	Date: 13.04.2023; Time: 5:30 PM (IST)
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable) including GST	INR 11800 (Rupees Eleven thousand and eight 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 30,00,000 (Rupees Thirty lakhs 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>). OMECL reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-
General Manager (Exploration)

Odisha Mineral Exploration Corporation Ltd. (OMECL)

3rd floor, Boyan Bhawan, Unit-3,
Pandit Jawaharlal Nehru Marg
Bhubaneswar, 751001, Odisha
Tel: 0674-2399914

1. Schedule for the Tender

#	Parameter	Name
1.	Date of publication of NIT	Date: 25.03.2023
2.	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 25.03.2023 , Time: 5:00 PM (IST)
3.	Last date for sending queries to OMECL	Date: 31.03.2023 ; Time: 5:00 PM (IST) ; queries may be sent by email to omecloffice@gmail.com
4.	Pre-bid meeting	Date: 04.04.2023 ; Time: 2:30 PM (IST) ; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective bidders
5.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 06.04.2023
6.	Bid Due Date	Date: 13.04.2023; Time: 4:00 PM(IST)
7.	Opening of Techno-Commercial Bid	Date: 13.04.2023; Time: 5:30 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 agency for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of 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 11800 (Rupees Eleven thousand and eight hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in))
6.	Earnest Money Deposit (EMD)	INR 30,00,000 (Rupees Thirty lakhs only) /- exclusive of GST Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7.	Amount of Performance Security cum Advance bank guarantee	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 9
8.	Nodal Officer	Name: Mr. Bharat Chandra Sahoo, General Manager (Exploration) Phone No.: 0674-2399914
9.	e-Mail address for submitting Pre-Bid queries	omecloffice@gmail.com
10.	Present Address of OMECL	3rd floor, Boyan Bhawan, Unit-3, Pandit Jawaharlal Nehru Marg Bhubaneswar, 751001, Odisha Tel: 0674-2399914
11.	NIT No.	NIT No. 08/ OMECL/e-PROC/2022-23 dtd: 25.03.2023

3. Disclaimer

- 3.1. This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by OMECL 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 OMECL. 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 OMECL 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. OMECL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4. OMECL, 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 OMECL nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT. OMECL 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 OMECL immediately at the following present address:

3rd floor, Boyan Bhawan, Unit-3,
Pandit Jawaharlal Nehru Marg
Bhubaneswar, 751001, Odisha
Tel: 0674-2399914
e-Mail: omecloffice@gmail.com

- 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. OMECL 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 OMECL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMECL 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 OMECL. 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. OMECL'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
ATF	Aviation Turbine Fuel
BOQ	Bill of Quantity
CGST	Central Goods and Services Tax
DGCA	Directorate General of Civil Aviation
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
Mag	Magnetic
MICR	Magnetic Ink Character Recognition

Acronym	Definition
NEFT	National Electronic Funds Transfer
NIC	National Informatics Centre
NIT	Notice Inviting Tender
OMC	Odisha Mining Corporation
OMECL	Odisha Mineral Exploration Corporation Limited
PAN	Permanent Account Number
PIN	Postal Index Number
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SAC	Services Accounting Code
SCC	Special Conditions of Contract
SFMS	Structured Financial Messaging System
TDS	Tax deduction at source
Radiometric	Airborne gamma ray spectrometry

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 OMECL 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 OMECL and the Price Bid, submitted strictly in the formats provided by OMECL. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMECL.
- 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 OMECL;
- 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 OMECL 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. “Lead member of consortium” means in case of the consortium is the primary member who is leading the consortium and has technology ownership for carrying out and completion of work.
- 5.12. “Letter of Award (LoA)/Work order” means the written official intimation by OMECL notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein ;
- 5.13. “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013 (India);

- 5.14. “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMECL vide NIT No. 08/OMECL/e-PROC/2022-23 dated: 25.03.2023 Engagement of agency for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of Odisha state, India for OMECL 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 OMECL 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).
- 5.15. “OMECL” means Odisha Mineral Exploration Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives. Recently, Government of Odisha has decided to merge Odisha Mineral Exploration Corporation Limited (OMECL) with Odisha Mining Corporation (OMC). Once all the merger formalities are done, OMECL shall be part of OMC;
- 5.16. “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof between OMECL and the bidders for clearing doubts if any;
- 5.17. “Preferred Bidder/Selected bidder” shall have the meaning given to it in Clause 8.24.
- 5.18. “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.18.2;
- 5.19. “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013 (India);
- 5.20. “Successful Bidder” shall have the meaning given to it in Clause 8.25.
- 5.21. “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.22. “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMECL as per terms and condition of the NIT and is qualified for opening of its Price Bid.
- 5.23. “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.18.1.
- 5.24. “Tender Document Cost” shall have the meaning as set forth in Clause 8.9;
- 5.25. “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013 (India).

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 Aero-geophysical survey

6.1. Objective

The objective of Aero-geophysical survey is to acquire high quality, purpose oriented geo-scientific data. The data will augment the understanding of the geology and mineral potential of Odisha state and help to identify the priority areas for mineral resource potential in order to promote and sustain growth in the sector.

Specifically, the Aero-geophysical surveys over remaining parts of Odisha state will look in to:

- generate new geophysical data of high quality and resolution in order to promote mineral prospecting;
- create new exploration targets and indicate new terrains of enhanced mineral potential;
- provide basic geological information on the distribution of lithological units and structures, augmenting the understanding and delimitation of areas of mineral potential, including those areas obscured by cover sequences and overburden; thereby several greenfield areas can be brought into focus;
- identify targets distinguished by a combination of magnetic, radiometric and gravity properties which are indicative of mineral concentrations, and thus could become targets of subsequent more detailed investigation, for example, drilling, ground geophysical, geochemical and geological surveys.

6.2. The selected service provider shall conduct the fixed wing survey as per the below mentioned timeframe over the areas given in annexure 2:

Name/type of services	Timeline
Milestone 1 1. Bringing of aircraft/instruments, inspections and obtaining all permissions & mobilization to survey area. 2. Calibrations & Initial flights	T ₀ +4 months
Milestone 2 1. Completion of data acquisition of 10% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	T ₀ + 5 months
Milestone 3 1. Completion of data acquisition of 25% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	T ₀ +6 months flying season.

<p>Milestone 4</p> <ol style="list-style-type: none"> 1. Completion of data acquisition of 50% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL. 	T ₀ +8 months flying season.
<p>Milestone 5</p> <ol style="list-style-type: none"> 1. Completion of data acquisition of 75% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL. 	T ₀ +10 months flying season.
<p>Milestone 6</p> <ol style="list-style-type: none"> 1. Completion of data acquisition of 100% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL. 	T ₀ +12 months flying season.
<p>Milestone 7</p> <p>Submission of All processed and compiled Magnetic gradiometer & Radiometric data and approved by OMECL.</p>	T ₀ +14 months
<p>Milestone 8</p> <p>Submission of Technical report of data acquisition, compilation, and processing for all data and approved by OMECL.</p>	T ₀ +15 months
<p>Milestone 9</p> <p>Completion and Acceptance of all deliverables by OMECL.</p>	T ₀ +16 months

- 6.3. T₀ will be the date of issuance of LOA/work order by OMECL to the Selected Bidder.
- 6.4. The number of aircraft deployed for the survey program will be as per the work requirements and the timeline given above.
- 6.5. If the monsoon/non-flying season falls within the timeline specified for data acquisition, an extension will be made to compensate the period lost.
- 6.6. The standard flying season is approximately 15th October to 15th April, to avoid the monsoons and extreme heat. It may be several weeks longer in certain parts of the state due to local variations and climate change.
- 6.7. The detailed scope and specifications of the services to be provided, along with the contract period, payment terms, and other details are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.8. 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.
- 6.9. During and after the data acquisition for each survey block, the Service provider must compile and process the data at a center established in India. It is recommended that the centre be

located in Bhubaneswar to facilitate interaction with OMECL technical personnel and the Technical Authority.

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 7 (Seven) financial years* with following criteria:</p> <p>i) Three similar completed services of values not less than INR 19 crore (INR 190 million) each</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed services of values not less than INR 23.5 crore (INR 235 million) each</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed services of values not less than INR 38 crore (INR 380 million)</p> <p>Note:</p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the Airborne geophysical surveys either single method or integrated with multiple methods for any mineral exploration.</p> <p>* 7 (Seven) financial years shall be, FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23</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 from their clients/employers, regarding successful completion of the services.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/employers</p> <p>d) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</p> <p>The agency shall provide the details as per annexure 4</p>
7.1.2	Quantum of work	
	<p>The Bidder must have successfully completed airborne geophysical surveys either single method or integrated with multiple methods over the 600,000-line km, during last 7* (Seven) financial years as specified below:</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>

#	Criteria	Required Documents
	7 (Seven) financial years shall be FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 , FY 2021-22 and FY 2022-23	<p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>c) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted.</p> <p>The agency shall provide the details as per annexure 4</p>
7.1.3	Number of Equipment & Aircraft	
	<p>i) the agency shall have minimum three set of survey equipment either owned/hired (two primary and one backup) for airborne magnetic gradiometric & radiometric survey.</p> <p style="text-align: center;">And</p> <p>ii) the agency shall have three suitable aircraft either owned/hired (two primary and one backup) for fixed wing airborne geophysical survey.</p> <p>The detail minimum required specifications of instruments and their accessories are mentioned in Annexure:2;</p>	<p>Copy of Credentials of ownership of these Survey Equipment and Aircrafts.</p> <p>In case of owned equipment/aircrafts, the purchase related payment proof copies/invoices to be submitted along with the product specification.</p> <p>For hired equipment/aircrafts, bidder may submit Memorandum of Understanding (MoU)/agreement of survey equipment and aircraft along with the product specification.</p> <p>The agency shall provide the details as per annexure 4A</p>
7.1.4	Professional Experience	
	<p>The survey provider should have at least 2 geophysicists with minimum qualification of graduation in geoscience and 10 years or more experience in aero-geophysical data (magnetic and radiometric) acquisition, processing, and modelling, including minimum 2 assignments during the last 5 years (till 31st March 2023) and demonstrated familiarity with the proposed fixed wing surveys.</p> <p style="text-align: center;">And</p> <p>One geologist with minimum qualification of graduation in geoscience and 10 years or more experience in mineral exploration</p>	<p>Self-attested CV should be attached with bid document. CV format is given in Annexure 4B</p> <p>Note: The same person (attached cv) should be employed for this work otherwise the person with same qualification can be acceptable.</p>

#	Criteria	Required Documents
7.2	<p><u>Financial Criteria</u></p> <p>i) The bidder should have an average annual turnover of INR 14 crore (INR 140 million) in last 5 (five) financial years*.</p> <p>ii) Net worth of the Bidder in any 3 years from last 5 (five) financial years* should be positive as per audited balance sheet.</p> <p>iii) The bidder should submit a solvency certificate issued by any Nationalized/ Scheduled Commercial Bank for an amount at least INR 4.8 crore (INR 48 million). The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p><u>Note:</u> *5 (five) financial years – FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22</p>	<p>a) Copies of audited financial statements</p> <p>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.</p> <p>c) Solvency certificate as set out in Clause 7.2 (iii) hereof, issued by any Nationalized / Scheduled Commercial Bank.</p> <p>The agency shall provide the details as per annexure 4C</p>

7.3	Other Criteria	
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 the geophysical (data acquisition) service provider company has to be lead member.</p> <p>The entity should have 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 12) • The lead member of consortium should meet the financial criteria (clause 7.2) on its own. 	<p><u>For Indian entity</u></p> <p>Copies of</p> <p>a) Company (Private or Public)</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association <p>b) Registered partnership firm</p> <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership <p>c) LLP firm</p> <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>

	<ul style="list-style-type: none"> All members experience can be taken together to meet the technical criteria (Clause 7.1). 	
7.3.2	The Bidder should not have been banned/blacklisted by any government agency/government companies/PSU in India or abroad as on the date of submission of Bid	<p>Declaration to this effect, as per the format given in Annexure 11</p> <p>In case of consortium, this form should be filled and submitted by both Lead & Non-lead Members individually</p>
7.3.3	<p>Tender Document Cost, EMD amount and Power of Attorney</p> <p>In case of consortium, power of attorney nominating the Lead Member</p>	<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 . 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>
7.3.4	The Bidder whose Contract/Agreement with OMECL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMECL in this regard is final & binding on all such entities
7.3.5	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.

		<ul style="list-style-type: none"> • 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 OMECL 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
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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 of any other currency the same shall first be converted to USD as on the day of publication of NIT 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 (date of publication of NIT).

- 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.) 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.
- 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,.
- 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 Bids 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 a 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 Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of Odisha state, India floated by OMECL.
- 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 of any other currency the same shall first be converted to USD as on the day of publication of NIT 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 (date of publication of NIT).

- 8.8.4 All the Consortium members will be required to furnish a legally enforceable Joint Bidding Agreement (Annexure 12) 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 and processing, exits the contract at any given time during the contract period, the contract will stand cancelled, and the Performance Security Deposit cum Advance bank guarantee 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 OMECL to make payment in account of Indian entity of consortium and submit the PAN & GST of Indian entity. In such case, Performance Security cum Advance bank guarantee 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. OMECL 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 OMECL 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 does not submit Tender Document Cost 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 OMECL shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

8.10.3 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 does not submit EMD 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 cum Advance bank guarantee.

8.10.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMECL as a genuine pre-estimated compensation and damages payable to OMECL for, inter alia, the time, cost and effort of OMECL without prejudice to any other right or remedy that may be available to OMECL 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 OMECL a signed copy of the LoA/ Work order or Agreement within the timeframe allowed by OMECL;
- iii) if the Preferred Bidder fails to submit the Performance Security cum Advance bank guarantee within the timeframe allowed by OMECL;

- 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 OMECL. Under exceptional circumstances, OMECL may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMECL 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 OMECL; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMECL. The responses to the queries received shall be published on OMC 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, OMECL 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 OMC 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, OMECL may at its own discretion also extend the Bid Due Date.

8.14 **Extension of Bid Due Date:** OMECL 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 OMECL;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMECL 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 OMECL) 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 OMECL;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

OMECL 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 OMECL.

8.16 Right to accept or reject any/all bids: Notwithstanding anything contained in the NIT, OMECL 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 OMECL 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 OMECL's action. Decision of OMECL shall be final and binding in this regard. OMECL 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 7
- iii) Structured technical proposals documents for scoring criteria (Refer Clause 8.22.6.2)
- iv) Mandate Form for Bank payment through e-mode as per Annexure 8
- v) Integrity pact as per Annexure 13
- vi) 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 6 and in case of any discrepancy between the two (unit price & 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, levies 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 OMECL may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMECL 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 OMECL may result in the rejection of its Bid. OMECL, 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 OMECL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMECL 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 OMECL, 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, OMECL 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 OMECL or submission of any additional documents, not specifically asked for by OMECL will be allowed and even if submitted, they may not be considered by OMECL

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 Clause 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 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.22.6 and a Technical Score (**Ts**) shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a minimum score of **75 (seventy-five)** or higher out of 100 shall be considered to be technically qualified bids and list of these technically qualified bidders will be declared in portal.

8.22.6 Bid Evaluation:

a) Criteria for Evaluation of the bids

i. The evaluation of the proposals will be a two-stage process and the selection will be based on Quality cum cost-based system. Evaluation of the technical proposals and financial proposals will be done by Technical Evaluation Committee (TEC). The technical and price bids will be given weightage in the ratio of 70:30.

ii. Evaluation of technical bid will be carried out prior to opening of Price Bid.

iii. In case of a bidder being a consortium of companies the credentials of all the members of the consortium will also be considered for evaluating the technical bids.

iv. A minimum of 75% marks is essential for qualifying in technical evaluation and for opening of price bid. The marks obtained in technical evaluation will be carried to the financial evaluation. The technical and pricing points will be combined, and the proposals will be ranked accordingly. (Clause 8.24)

b) Evaluation of Technical Bids

i. The eligibility and qualifying criteria will be first evaluated as defined in TENDER for each bidder. Detailed technical evaluation will be taken up for only those bidders, who meet with the prescribed eligibility criteria (Clause 7).

ii. OMECL's 'Tender Evaluation Committee' (TEC) will be responsible for evaluation and ranking of Bids received.

iii. The TEC will evaluate and rank the Technical Bids on the basis of Bid's responsiveness using the evaluation criteria specified in the TENDER.

iv. A Technical Bid may not be considered for evaluation in any of the following cases:

a. The Bidder failed to qualify in the eligibility and qualifying criteria of the TENDER.

b. The Technical Bid was submitted in the wrong format; or

c. The Technical Bid included details of costs of the services; or

d. The Bid Security Declaration is not received by the Authority on or before the Due Date & Time.

8.22.6.1 Criteria for Evaluation of the Bids

The technical proposal will be evaluated on the basis of Documents submitted to TEC.

8.22.6.2 Technical Proposal Evaluation

It is highly recommended that the technical proposals be structured, in order, according to the criteria listed below.

i. Aircraft and Survey Equipment (36 points)

The BIDDER is required to demonstrate that it can supply airborne survey aircraft and equipment that are suited to the survey area, from both logistical and geological perspectives. The BIDDER is requested to provide the following information for proper evaluation:

Technical Evaluation criteria					
Head	Sub Head	Evaluation Type	Max Marks	Document to be submitted	Bidder's remark
Aircraft and Survey Equipment (36 points)					
a) Suitability of the proposed aircraft (7 points).					
	i) Airworthiness review Certificate (ARC) for the proposed fixed wing aircrafts	Binary	1	Valid ARC Certificate	
	ii) Safety plan for the airborne survey	Binary	2	Plan Doc	
	iii) Fuel management plan - procurement, deployment, minimum 2 days backup required, environmental safeguards	Binary	2	Plan Doc	
	iv) on-site and off-site aircraft maintenance plan	Binary	2	Maintenance Plan	
b) suitability of the proposed gamma-ray spectrometer system (10 points).					
	i) Detector and resolution	Scaling (Best offer gets Max marks, rest in proportion)	5	OEM Specification datasheet	
	ii) Energy channels and windows	As above	5	As above	

c) suitability of the proposed magnetic gradiometer system including gradiometer configuration and magnetometer type (10 points)				
i. magnetometer type	As above	5	As above	
ii. gradiometer configuration	As above	5	As above	
d) suitability of the base station systems and ancillary equipment (9 points).				
i) base station magnetometer type	As above	3	OEM Specification datasheet	
ii) backup and positioning	Binary	3	Compliance doc	
iii) navigation and ancillary systems (GPS, GPS correction, radar/laser altimeters, barometer, video, etc)	Binary	3	As above	
Sub Total =		36		

Scoring will be based on an assessment of the capabilities of the proposed aircraft and survey equipment with respect to the characteristics of the survey area and the contingencies required to minimize downtime of the survey aircraft.

The specifications of the aircraft and equipment should be provided.

ii. Skill and Experience as an Airborne Survey BIDDER (32 points)

The BIDDER is required to demonstrate extensive geophysical experience, particularly with regards to high-volume airborne magnetic and radiometric surveys. The Bidders experience related projects or quantum of work (line km) will be considered from last seven financial years only. The last seven financial years will be as per clause 7.1.2. The BIDDER is requested to provide the following information:

Skill and Experience as an Airborne Survey SERVICE PROVIDER (32 points)				
a) Qualifications for each member of the Bidder's team (two Geophysicists & one geologist), including curriculum vitae (see annexure 4B) of key personnel and backups (see annexure 5) [Edu. Qualification: Ph.D – 3 marks, M.Sc – 2 marks, Graduation: 0 mark Experience >10 yrs – 4 marks, 5 – 10 yrs – 2 marks, <5 yrs – 1 mark Marks of each expert will be calculated, and Summation will be done for all resources Highest value will be assigned highest marks and marks of rest will be in proportion]	Scaling	10	CV	

b) The Experiences of the AMEs and survey pilots including pilot-hours on geophysical surveys and on the proposed aircraft. [Flying experience (Survey) - >200 Hrs – 4 marks, 200 – 100 hrs - 2 marks, <100hrs – 1 mark Engineering experience: >10 yrs – 3 marks, 5 – 10 yrs – 2 marks, <5 yrs – 1 mark Marks of each person will be calculated, and Summation will be done for all resources. Highest value will be assigned highest marks and marks of rest will be in proportion]		Scaling	5	CV	
c) a brief description of the bidder, including a history and an outline of the bidder experience relevant to provision of the deliverables including publication-quality digital data, maps and interpretation products [Past work (Airborne Magnetic and Radiometric) - > 5 projects - 3 marks, 3 – 5 projects – 2 marks, < 3 projects - 1 marks]		Scaling	5	Work order/ Completion certificate	
e) Experience in terms of survey work on Line Km (L Km) basis					
	i) experience relevant to airborne magnetic and radiometric surveys [Past work (fixed wing airborne geophysical Survey) - > 3 Lakhs Line Km – 3 marks, 3 – 2 Lakhs L Km – 2 marks, 2 - 1 Lakhs L km - 1 mark]	Scaling	3	Work order/ Completion certificate	
	ii) experience relevant to airborne magnetic surveys [Past work (airborne magnetic) - > 1 Lakhs Line Km - 3 marks, 1 Lakhs – 50K L Km – 2 marks, 50k – 25k L km - 1 mark]	Scaling	3	As above	
	iii) experience relevant to airborne radiometric surveys [Past work (airborne radiometric) - > 1 Lakhs L Km - 3 marks, 1 Lakhs – 50K L Km – 2 marks, 50k – 25k L km - 1 marks]	Scaling	3	As above	
	iv) Experience working for government agencies in India [Highest L Km gets Max marks and rest in proportion]	Scaling	3	As above	
Sub Total =			32		

Scoring will be based on an assessment of the depth of the BIDDER’s experience relevant to the project, the strength of the BIDDER’s team and the BIDDER’s history of delivery of services relevant to the project. A copy of the BIDDER’s safety manual is not required as part of the proposal.

iii. Airborne Survey and Deliverables Plan (20 points)

The BIDDER is required to prepare a plan that addresses all stages of the project as specified in the Technical Specifications and Deliverables. The BIDDER is requested to provide the following information:

Airborne Survey and Deliverables Plan (20 points)					
a) plan for bringing aircraft or engagement of Indian aircraft, import/export of equipment, placement of personnel in India and permitting, including a list of Indian and foreign agencies to be dealt with and the associated permits, customs and immigration issues, import of replacement parts and the role of the Indian facilitator (10 points)					
	i) Deployment / engagement of aircraft	Binary (4 or 2)	4	Valid Certificate	

	[Indian aircraft – 4 marks, Import – 2 marks]				
	ii) Plans for import/Export of equipment [Equipment from India – 4 marks, Import – 2 marks]	As above	4	Valid Certificate	
	iii) Deployment of Pilot [Pilot from India – 2 marks, Foreign – 1 marks]	Binary (2 or 1)	2	CV	
b) logistical plan for pre-survey calibration, mob/demob and data acquisition including time estimates for each stage, deployment of aircraft and survey crews, rotation of personnel, definitive line-km estimates and preliminary drupe surface with discussion of height-related issues (4 points).					
	i) Logistics Plan /Crew Plan/Rotation of personal	Binary	2	Compliance doc	
	ii) Preliminary Drape Survey and height related issues	Binary	2	Compliance doc	
c) plan for in-field and post-field data compilation including flow charts for correction of GPS, magnetic and radiometric data, noise reduction applied to gamma-ray spectra, and tasks to be completed in field and Bhubaneswar (3 points).					
	d) Plan for preparation of project deliverables (including methods employed to prepare the derived database channels, standard grids, gradient-enhanced grids, maps, interpretation products and reports (3 points).	Binary	3	Plan doc	
Sub Total =			20		

Scoring will be based on an assessment of the bidder’s plan to execute the airborne survey and prepare the deliverables, while meeting the deadlines set out in this RFP and accommodating the need for input by OMECL.

iv. Quality Control Plan (12 points)

The BIDDER is required to demonstrate that it will provide quality control and quality assurance through all stages of the project as specified in the Technical Specifications and Deliverables. The BIDDER is requested to provide the following information:

Plan for Quality Control of Deliverables (12 points)					
	a) calibration and testing of the survey system, prior to mobilization and during data acquisition, including pre-survey calibration at the designated radiometric and magnetic sites in India, pre and post-survey tests on-site, ongoing tests during acquisition, and repetition of calibrations/tests if equipment is replaced (3 points).	Binary	3	Plan doc	
	b) plan for in-field quality control of the data acquisition by the bidder personnel including adherence to the basic survey specifications, enumeration of refights with reasoning, and location of this work on-site and/or in Bangalore (3 points).	Binary	3	Plan doc	
	c) plan for post-field quality control of the data compilation, processing and interim product preparation by the bidder personnel including incorporation of corrections noted by the QC			Plan doc	

	consultant during data acquisition and compilation, and adherence to the specified formats (3 points).	Binary	3		
	d) plan for quality control of the project deliverables by the bidderpersonnel including implementation of final corrections delivery in all required formats (3 points).	Binary	3	Plan doc	
	Sub Total =		12		

Scoring will be based on an assessment of the BIDDER’s quality control plan at all stages of the project from initial calibration and testing to the production of the publication-ready final deliverable products.

The BIDDER should provide summaries and/or flow charts for its QA/QC methodologies, covering not only field data but compiled data and deliverables as well.

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; 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.

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

$$Fs = 100 \times \frac{\text{Lowest Price Bid received}}{\text{Amount of the Price Bid}}$$

For evaluation of the price Bid of the agency, the price bid format as at Annexure 6 will be considered.

8.24 Preferred/Selected Bidder:

Bidders shall submit both technical and price Bid. The technical Bids are evaluated first. The firms scoring a minimum of 75 marks out of a maximum of 100 marks on the technical Bid are then stated as “technically qualified”. This is the Minimum Technical Score for qualification of the Technical Bid. Those securing less than the minimum Technical Score would be rejected and their price bid will be returned without opening.

The qualified bidders will be intimated about the opening of the price Bid.

Then the Combined Score, S shall be calculated as follows:

$$S = Ts \times 70\% + Fs \times 30\%$$

Where,

Ts – Technical score

Fs – Financial score

The Bidder who achieves the Highest Combined Score (H1) shall be the Preferred/Selected Bidder.

OMECL reserves the right to negotiate the price with the Preferred Bidder before issue of the “LoA”. The Preferred Bidder shall have to acknowledge and accept the “LoA” by returning a signed copy of the “LoA” within a period of 7 (seven) working days of issue thereof, along with submission of the Performance Security cum Advance bank guarantee and signed copy of Annexure 14 (SA 8000), failing which the issued “LoA” may be cancelled and EMD of the Preferred Bidder may be forfeited by OMECL.

In such a case, OMECL reserves the right to approach the technically qualified Bidder(s) who has the next Highest Combined Score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, and OMECL may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue a fresh “LoA” to such Bidder and proceed with such Bidder in terms of this Clause 8.24.

8.24.1 Tie-Bidders:

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

8.25 **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, failing which the EMD shall be forfeited and appropriated by OMECL. In such a case, OMECL reserves the right to approach the technically qualified Bidder(s) who has the next highest combined score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, and OMECL may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder 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, OMECL shall issue Service Order(s) to the Successful Bidder.

8.26 **Performance Security cum Advance bank guarantee:** The formula for calculating the amount of the Performance Security cum Advance bank guarantee is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security cum Advance bank guarantee at the Head Office of OMECL, upon issue of LoA/ Work order within a period of 15 (fifteen) days. Preferred bidder has to submit performance security cum Advance bank guarantee of amount equal to 10% (Ten percent) of the total contract value (excluding GST). Performance Security cum Advance

bank guarantee 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 9. Performance Security cum Advance bank guarantee in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.

The Performance Security cum Advance bank guarantee shall remain valid till 3 months beyond the stipulated date of completion of contract period. The Performance Security cum Advance bank guarantee shall be released on completion of the scope of services, as evidenced by issue of completion certificate by OMECL designated officer/ key contact for this contract. OMECL'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.

9. Additional Instructions to Bidders

9.1 Pre-bid meeting:

Applicants may seek clarification on this Tender document. Any request for clarification must be sent to omecloffice@gmail.com in the format below.

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 OMECL; 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 OMECL 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. OMECL shall then send the invite for the pre-bid meeting to the email-ids that OMECL 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.
- 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. OMECL.

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 OMECL 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 OMECL 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 OMECL during tender creation. This will be downloaded by the Bidder and will be used to

quote the Price Bid, inclusive of all taxes & duties etc (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 Aero-geophysical survey as per price bid format given in Annexure 6. 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 OMECL 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 OMECL 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 OMECL.
- 10.11 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.22. If required, OMECL 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 OMECL or submission of any additional documents which are not specifically asked for by OMECL, will be allowed and even if submitted, they will not be considered by OMECL. 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, OMECL 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 OMECL 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 OMECL opening the Price Bids and submitted to the competent authority of OMECL 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 OMECL, 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 OMECL.
- 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 OMECL) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

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

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service provider shall, excepting what is herein provided, be given by OMECL.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMECL.
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMECL shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to OMECL.
- 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 cum Advance bank guarantee within the prescribed time limit (as the case maybe), OMECL 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 OMECL 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. OMECL shall not be bound by any printed conditions or provisions in the Service provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6. Use of Service Order / Agreement Documents & Information

- 6.1. The Service provider shall not, without OMECL's prior written consent, disclose any approved plan, data or information furnished by or on behalf of OMECL in connection therewith or any data acquired by service provider during execution of this assignment, 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 OMECL'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 cum Advance bank guarantee

- 7.1. The Service provider shall furnish Performance Security cum Advance bank guarantee as per the terms and conditions provided in the Notice Inviting Tender.
- 7.2. The Performance Security cum Advance bank guarantee 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 or
 - If the work performed by the Service provider is not as per any clauses of the Agreement, or
 - On breach of Service Order / Agreement by the Service provider
- 7.3. The proceeds of Performance Security cum Advance bank guarantee shall be forfeited and appropriated by the OMECL 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 OMECL may be entitled to as per terms and conditions of Service Order / Agreement.
- 7.4. Performance Security cum Advance bank guarantee 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. OMECL'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 & 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 OMECL. Any request concerning delay will be null and void unless accepted by OMECL.

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. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.4. No interest charges for delay in payments, if any, shall be payable by OMECL.
- 9.5. 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 any technical part of work, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMECL side for the services for which such subletting is sought. However, the OMECL 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, OMECL 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 OMECL 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 OMECL & 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.

OMECL 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 OMECL 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, OMECL reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMECL reserves the right to appropriate the Performance Security cum Advance bank guarantee, as a genuine pre-estimated damage suffered by OMECL for the non-performance by the Service provider. OMECL 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 OMECL 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, OMECL 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 OMECL, 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 OMECL 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. Any events of national emergency or national security;
- f. 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;

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 OMECL 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 OMECL 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 & 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 the OMECL 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 & 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 OMECL 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 the OMECL owing to the Service provider's failure to adhere to any of the instructions given by the OMECL in connection with the contract execution shall be recoverable from him.

- 18.4. Recovery of sums due

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

19. Liability and Indemnity

- 19.1. Service provider shall indemnify, defend and hold OMECL harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMECL, 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 OMECL, 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 OMECL from third party claims arising by reason of breach by the Service provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMECL, 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 OMECL. The Service provider shall not utilize OMECL’s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMECL and in which case, the Service provider shall be liable to OMECL to pay compensation to the full extent of damage / loss and undertake to pay the same.
- 19.2. OMECL remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMECL by the Service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.
- 19.3. It is the prime responsibility of the Service provider to meet all the statutory compliances/obligations of payments for their manpower or subcontractors deployed. However, if OMECL sustains any loss due to improper performance of its manpower or sub-contractor, the bidder will indemnify Odisha Mineral Exploration Corporation Ltd. of all legal obligations of its manpower or sub-contractor deployed at site.
- 19.4. The Service provider shall submit the Indemnity Bond in the Format as at Annexure-10 at the time of execution of agreement.

20. Blacklisting

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

- i) 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;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the OMECL's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMECL has received notice from the concerned department of Central / State Govt.
- vii) If internal violation of important conditions of contract/agreement.
- viii) 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.
- I. loss of or damage to the Works, Plant and Materials
 - II. loss of or damage to Equipment
 - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - IV. personal injury or death
- 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, OMECL 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 OMECL.

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

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

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. OMECL 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 OMECL 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 OMECL without any delay.
- 23.4. The Service provider shall indemnify OMECL from any liability falling on OMECL 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 OMECL is made liable for any such claim by the court of law or any other authority, the same should be reimbursed to OMECL by the Service provider as if OMECL has paid on their behalf. The same shall be adjusted from the invoices payable by OMECL to the Service provider, if not paid within a period of 30 (thirty) days of such payment being made by OMECL.

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 Areas of operation:

Odisha is well known state for various mineral occurrences in India. The High-resolution Airborne geophysical survey was conducted under Indo-Australian Aid project during field session of 1993-97 at Odisha state. This survey area was bounded between coordinates $82^{\circ} 20''$ – $86^{\circ} 40''$ longitudes $19^{\circ} 45''$ – $22^{\circ} 35''$ latitudes and it covers 78,740 sq.km area. The present scope is to cover the Airborne geophysical surveys with magnetic and radiometric over remaining parts (78,210 sq.km) of Odisha. The areas of operation are given in figure 1. The new survey will incorporate a 1 km overlap across the boundaries of the previous survey. The outer boundaries are defined by the state borders and the coastline.

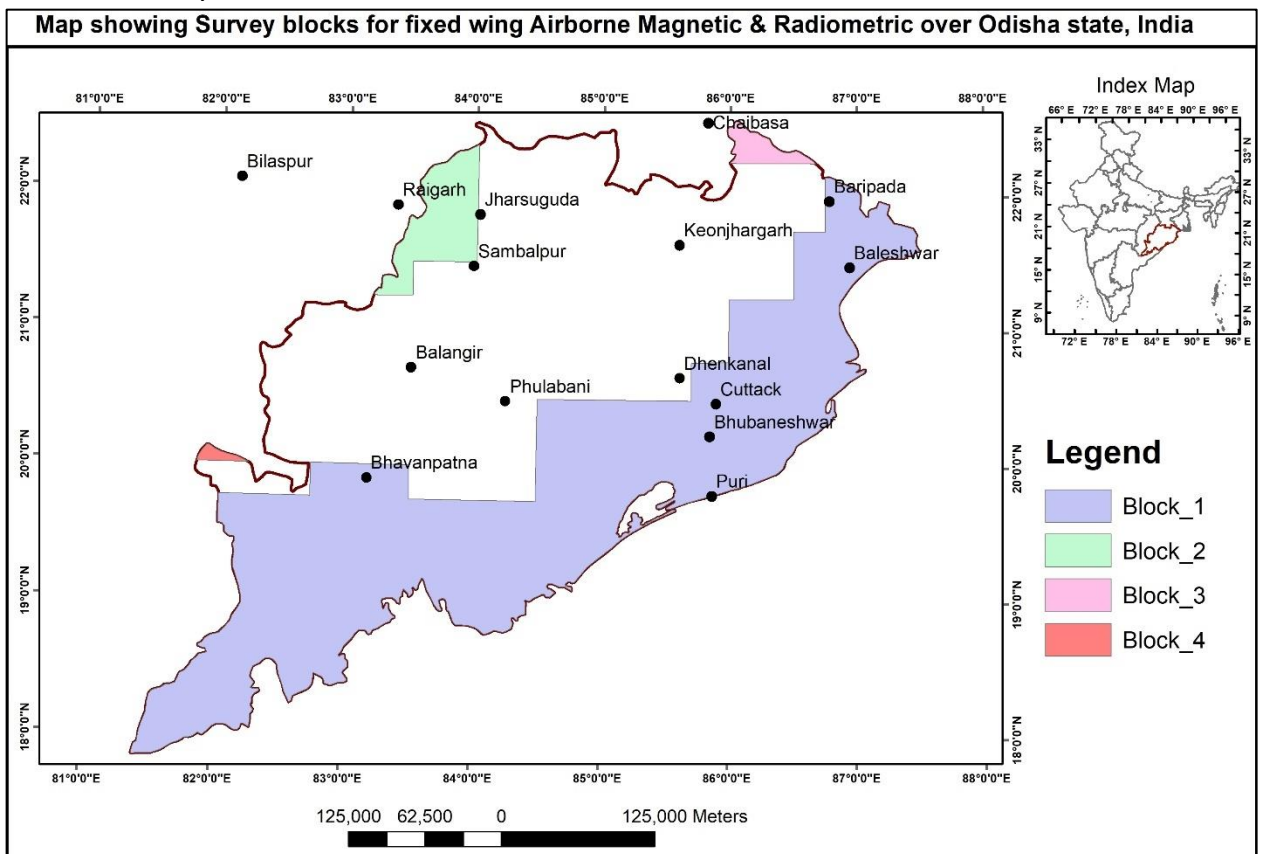


Figure 1: Map showing survey blocks for airborne magnetic & radiometric in Odisha

2. Scope of Work & Technical specifications

The scope of work for the contract is as outlined below:

- a) To conduct combined magnetic gradiometer and radiometric Aero-geophysical survey as per the specifications over the **blocks 1 to 4 (Figure 1)**.
- b) Estimated total line-kilometers of the regional Aero-geophysical survey (magnetic and radiometric) amounts to approximately 2.86 lakh line kilometers covering the entire survey areas, corresponding to the outlined blocks 1 to 4 (Figure 1). Magnetic and radiometric surveys in all areas will be carried out with fixed wing aircraft at 300 m line spacing and control line spacing at 3.0 km. The terrain clearance is set at a nominal height of 80 m.
- c) Processing of the acquired magnetic gradiometer and radiometric data are required to provide high-quality professional final products (gridded and line archive data, digital maps and images).
- d) To help prioritize and design a follow up airborne geophysical and ground programme (geology/geophysics/geochemistry/drilling) over selected areas of high mineral potential.
- e) In collaboration with the OMECL, present the final data, maps and reports to stakeholders through state level workshops scheduled for the end of Contract.

2.1 Operational Guidelines

The survey design (Figure 1), including 1 km overlaps between these blocks and the legacy coverage, results in the following approximate volume of aero-geophysical coverage:

S.No	Block	Area	Line Km
1	Block 1	71,795.28	263,250
2	Block 2	4,976.12	18,245
3	Block 3	1,147.25	4,207
4	Block 4	291.02	1,067
	Total	78,209.67	286,769

OMECL reserves the right to modify the survey block boundaries, decrease the volume of line-km by a maximum of 20% or increase the volume of line-km by a maximum of 30% prior to completion of the data acquisition component, utilizing the same line-km rates from the Price Bid. OMECL will endeavour to inform the Service Provider of any adjustments to the survey blocks at its earliest convenience.

The standard flying season is approximately 15th October to 15th April, to avoid the monsoons and extreme heat. It may be several weeks longer in certain parts of the state due to local variations and climate change.

The survey height for fixed wing aircraft is set at 80 m above terrain, applied using a preplanned drape surface. In rough terrain, some innovations may be required to optimize the flying height

(e.g. choice of aircraft, 1D drape). Aviation regulations in India do not permit fixed wing aircraft to fly below 120 m during the normal course of operations. For acquisition at a height of 80 m, the Directorate General of Civil Aviation (DGCA) has stipulated that the fixed wing aircraft must not be more than 15 years old. If the aircraft is more than 15 years old, then the service provider has to obtain the necessary approval from DGCA at his own cost.

The selected service provider will be informed of any areas within their assigned survey blocks where further height restrictions apply (e.g. larger urban areas). This information will be provided to the selected service provider for each block by the DGCA and Ministry of Defence. It is anticipated that higher altitudes may be required over urban areas and perhaps other installations. Similarly, any “no fly” zones will be defined at that time, resulting in a reduction in the total line-km for the survey block. For contractual and invoicing purposes, the service provider will prepare a flight plan, incorporating any “no fly” zones, with the number of planned line-km defined. This plan must be reviewed and accepted by OMECL before taking effect.

GSI have established a gamma-ray spectrometer calibration range and a magnetic calibration site near Nagpur, to ensure data consistency between systems, platforms and service provider. There is a certified set of calibration pads available at the Nagpur Airport which is the property of the Atomic Minerals Directorate (AMD). Suitable large water bodies are in short supply in India, especially during the dry season. Service provider may alternatively carry out their over water tests over the ocean.

The OMECL has informed the relevant Ministries and agencies about this project, and they have extended their full support during the present pilot project. OMECL will continue to liaise with them. This will facilitate the import of aircraft, equipment and survey crews for foreign operators as well as the permissions needed for flight operations.

Nevertheless, potential service provider should familiarize themselves with these processes, as they are fully responsible for submitting all required documentation and obtaining the necessary permits and authorizations. It is a prerequisite to engage an Indian facilitator (e.g. Indian air operator) to assist in obtaining permissions of import/export and immigration etc. Such a facilitator is permitted to be involved in multiple bids and would not be precluded from bidding on the overall tender should they so decide. OMECL will lead and assist in the local sensitization prior to commencing the surveys in the various areas of the state. In addition, potential service provider is expected to be familiar with the customs duties and time limits associated with the import/export of foreign aircraft and equipment, as well as the Indian taxes imposed on revenues and/or profits.

Custom duties and other clearances etc. will be applicable as per Government of India rules and regulations. As per DGCA guidelines, a foreign aircraft intending to fly in India needs prior approval and has to be put in the Non-Schedule Operating Permit (NSOP) of an Indian air operator.

Although all the above aspects are the responsibility of the service provider, with the assistance of its Indian Facilitator, OMECL will fully cooperate in preparing letters and other documentation necessary to expedite the processes.

2.1 Health and Safety

The health and safety of all staff involved in the airborne survey must be given utmost priority. The Service provider must undertake to provide a safe and secure working environment for all staff and visitors including appropriate public liability insurance cover in place.

The Service provider are required to present their safety record for the last five years, enumerating any incidents with a brief explanation. This will be considered during the proposal evaluation.

The service provider shall:

- be a member of and follow the standards for low-level airborne survey laid down by the International Airborne Geophysics Safety Association (IAGSA) and any specific requirements of the Directorate General of Civil Aviation (DGCA) ;
- before the survey commences, present to OMECL a Risk Assessment, Health and Safety Plan (to the IAGSA standard) and associated Emergency Response and Search and Rescue procedures;
- undertake always to accept modifications to the flight plan required by the OMECL in response to requests from organizations or members of the public concerned for the safety of their property (notably animals).

The Risk Assessment, Health and Safety Plan and Emergency Response and Search and Rescue Plans need not be submitted in the technical proposal.

2.2 Aircraft and Equipment

The service provider must provide a complete description for each system (i.e. aircraft and geophysical hardware) proposed. If alternative systems are proposed, each must be described in full. The minimum requirements are described below.

2.2.1 Airborne Survey Aircraft

The service provider is required to provide multiple aircraft to complete each assigned survey block. The service provider must determine the number of aircraft needed to fly the four survey blocks within the defined time line. It must also have sufficient backup resources to account for delays (e.g. weather, breakdown).

The SERVICE PROVIDER must demonstrate that the proposed aircraft are suitable for the airborne geophysical survey area. The geophysical instrumentation between platforms should be

consistent. The analysis must include, but need not be limited to, the following design, operational, service and production factors:

- a) modifications applied to a particular aircraft specifically for geophysical surveying;
- b) weight and effect on aircraft handling of the geophysical instrumentation;
- c) capabilities of the aircraft for drupe-flying the specific survey area;
- d) ferry distance;
- e) capability of the aircraft to maintain minimum height differential at traverse line-control line intersections;
- f) nominal aircraft speed;
- g) hours “on-survey”;
- h) on-board personnel;
- i) limiting weather conditions;
- j) payload limitations;
- k) aircraft range;
- l) fuel requirements;
- m) on-site and off-site service requirements, including routine maintenance intervals;
- n) availability of aircraft parts or redundancy of an additional aircraft in the event the primary fleet is disabled;
- o) terrain;
- p) available airports and fuel supplies;
- q) estimated anticipated daily production rate, based on actual survey records;
- r) presence of a licensed aircraft maintenance engineer at the survey site during the production survey.

The service provider must provide details of ownership on the aircraft, its lease arrangements (if any) and any subcontracts regarding the operation and maintenance of the aircraft, as well as its registration in its country of origin.

The aircraft to be used for the survey must meet the requirements listed below.

- a) The aircraft shall be duly certified in accordance with all applicable legislation with respect to aircraft operation in India, the rules and regulations promulgated thereto and any other

documents and procedures established by the Government of India, prior to commencement of the survey.

b) The aircraft shall be outfitted with an Emergency Locator Transmitter (or ELT) capable of broadcasting on 406 MHz and 121.5 MHz.

c) The aircraft used for providing the deliverables shall be of a type that is suitably equipped to provide the survey flying services and equipment and shall have the required Supplementary Type Certificate(s) (OMECL) approvals for all such equipment.

d) The service provider must provide evidence of adequate insurance covering all aircraft, equipment and survey operations prior to mobilization to India.

e) To acquire data at a survey height of 80 m, the Directorate General of Civil Aviation (DGCA) has stipulated that the fixed wing aircraft must be no more than 15 years old. If the aircraft is more than 15 years old, then the SERVICE PROVIDER has to obtain the necessary approval from DGCA at his own cost.

f) The use of aircraft older than 15 years will need the approval of DGCA, and presumably the service provider will need to demonstrate the safe operation of such aircraft to the present day at 80 m or below. The age of manufacture of the aircraft should be incorporated in the technical bid. Inspection of such aircraft by DGCA may incur additional costs.

g) Aircraft with single pilot operation may not be permitted by the DGCA. Furthermore, an additional seat may be required to accommodate a security officer /data operator.

2.2.2 Air Operator Qualifications

The service provider must demonstrate that it is suitably qualified to operate the aircraft proposed for the survey in India. The proposed pilots-in-command, pilots, co-pilots and aircraft maintenance engineers (AME) must be qualified to operate these aircraft with requisite experience on low-level flying operations and airborne geophysical survey operations. The service provider must provide appropriate documentation in its proposal to demonstrate these capabilities.

During the course of the survey, substitute aircraft, pilots and/or AMEs may be required. They must meet the same qualifications.

2.2.3. Airborne Survey Instrumentation

The airborne survey must:

1. be carried out with state-of-the-art, proven technology;
2. use a system that has worked, and will work, in a production environment;

3. have a backup plan that includes backup equipment capacity should equipment or aircraft fail for any reason.

The service provider must provide a table summarizing the instrumentation, including type, manufacturer, model, sampling rate, sensitivity and noise envelope, as applicable. Preferred sampling rates are at least 10 samples/second (10 Hz) for magnetic data, GPS data and ancillary data, and 1 sample/second (1 Hz) for gamma-ray spectrometer and ground station data.

Navigation Equipment, Altimeters and GPS Base Station

The service provider must describe the navigation equipment, including:

1. data acquisition along a pre-planned flight path;
2. adherence to the flight height requirements;
3. acquisition of in-flight GPS positioning data, including redundancy with respect to GPS satellite access;
4. acquisition of GPS base station data or real-time satellite communication for differential GPS corrections, including sampling, location, monitoring and real-time transmission to aircraft;
5. acquisition of flight path video (or alternative – see below);
6. the technical bid should state how the GPS data are acquired and corrected. The OMECL will verify the GPS data (including time) for small shifts, gaps, incorrect sampling, etc.;
7. radar and/or laser altimeters; and
8. accuracy of final X, Y and Z co-ordinates.

The minimum GPS system requirements are that it must be able to record to 0.00001 degree, and that it use a dual-frequency 12-channel system. All GPS parameters must be recorded, to allow for post-flight differential correction.

A vertically-mounted, continuous-recording video camera, with wide angle lens to maximize ground coverage at survey altitude, must be operating at all times while the aircraft is surveying. Clearly visible time stamp updates (seconds after midnight, with tenths of seconds) are to be displayed on the video imaging along with real time GPS positional information. The combined navigation system (electronic and video imaging) must be capable of providing the required accuracy over the entire survey area. Video recording must be set to SP mode.

Poor quality of the video (e.g. due to hazy conditions) will not be a consideration for reflights. However, significant loss of video signal will not be accepted.

The service provider may propose an alternative to a flight path video system, such as provision of the flight path with high-resolution imagery. The service provider must state the accuracy and

resolution of its solution and availability of cloud-free imagery. The imagery may be panchromatic, at a resolution of 10 m or better, and near cloud-free.

Data Acquisition Instrumentation

The service provider must describe their proposed data acquisition instrumentation, including:

1. recording and archiving of all digital data, including sampling rates;
2. synchronization of all geophysical data with navigation data and base station data;
3. real-time monitoring of data acquisition; and
4. display of data in stacked profile form (in-flight and/or post-flight).

Magnetometer and Compensation Instrumentation

The service provider must describe its proposed instrumentation to acquire magnetic data, including:

1. magnetometer type;
2. sensor locations and horizontal gradiometer configuration;
3. magnetometer sensitivity (0.001 nT or better), absolute accuracy (+/- 10 nT or better), ambient range (20,000 to 100,000 nT or better), noise envelope (0.10 nT or better), heading effect (2.0 nT or better), FOM should be 1.0 nT or better for the tail sensor and 1.5 nT or better for wingtip sensors;
4. measurement of aircraft/magnetometer attitude; and
5. compensation system for aircraft magnetic response and heading effects.

An example figure of merit (FOM) for each platform should be provided in the proposal, if available.

Gamma-ray Spectrometer Instrumentation

The service provider must describe its proposed instrumentation to acquire gamma-ray spectrometer data, including:

1. minimum downward-looking detector volume of 50.4 L NaI - 4π configuration;
2. minimum upward-looking detector volume of 4.2 L NaI - 2π configuration for each 16.8 L of downward-looking detector volume (or alternative – see below);
3. minimal shielding by the fuel tanks;
4. independently digitized spectra from multiple detectors must preserve the Poisson distribution when combined;

5. thermal insulation of the detector packages to minimize drift;
6. on-line monitoring of selected photopeak(s) to control gain;
7. maximum deadtime of 8 μ s per pulse;
8. signal conditioning must yield a detector resolution better than 7% full width half maximum (FWHM) based on the ²⁰⁸Tl 2615 keV peak;
9. cosmic radiation in the 3000 keV to at least 6000 keV must be recorded;
10. display of 256-channel spectra for monitoring purposes must be available;
11. external air pressure and temperature must be recorded;
12. gamma-ray spectra recorded, archived and delivered at a minimum of 512 channels.

As an alternative to an upward-looking detector to monitor and correct for atmospheric radon, the service provider may propose a different approach such as the spectral ratio or full spectrum methods (IAEA, 2003). The service provider should describe its method of choice, together with the appropriate calibration and data compilation procedures.

Reference: International Atomic Energy Agency (IAEA), 2003, Guidelines for radioelement mapping using gamma ray spectrometry, IAEA-TECDOC-1363.

www-pub.iaea.org/mtcd/publications/pdf/te_1363_web.pdf

Base Station Magnetometer

The service provider must describe its proposed instrumentation to record and monitor diurnal magnetic data, including type, sensitivity, accuracy, noise levels, sampling, locations and monitoring. The ground station(s) must be calibrated and operated continuously throughout the survey operation. It shall be set up at the base of operations or within the survey area, at a magnetically noise-free location, away from moving steel objects, vehicles and DC electrical power lines, which could interfere with the recording of the magnetic field diurnal variation. For each new installation of the ground station, simultaneous records from the airborne and ground station magnetometers will be acquired, while the aircraft is motionless on the ground and in the vicinity of the ground station. These records must be annotated and submitted to the QC Geophysicist. There shall be no gaps in the recording of base station data during actual survey flying.

GPS clock time must be used to record the time of the ground magnetometer readings for all the base stations. The time readings of the base station(s) must be synchronized with the time reading on board the aircraft. The QC Geophysicist must approve the ground monitoring magnetometer(s) and its location(s).

2.3 Personnel

The service provider should provide a list of primary and backup personnel including name, project position, level of education, years of relevant experience and years employed by the service provider. In addition, the curricula vitae of key personnel should be provided where indicated. The requested CVs will be incorporated in the technical evaluation and selection process. The following personnel and backups should be listed (additional positions may be added by the service provider):

1. Project Manager (CV)
2. Operations Manager (CV)
3. Chief Pilot (CV)
4. Pilots (CV)
5. AMEs
6. Instrument Operators, if applicable. If not applicable, the bidder should state the responsibilities of the pilots and ground personnel with respect to instrument operation prior to, during and after each flight.
7. Field Processors
8. Data Compilation Manager (CV)
9. Data Processors
10. Safety officer of the service provider, together with the person responsible for HSE in the field.

During the course of the survey, substitute personnel not listed in the proposal may be required. If so, the service provider must submit their qualifications to OMECL prior to commencing work on the project.

2.4 Technical Specifications

The technical specifications listed below are typical of those for regional magnetic/radiometric surveys.

2.4.1 Line Spacing

The nominal traverse line spacing is 300 m. The traverse line direction for each block is:

Block 1 – N45W

Block 2 – N45E

Block 3 – N45E

Block 4 – N45E

The nominal control line spacing is 3,000 m, oriented perpendicular to the traverse lines.

The survey line specifications are as follows:

- The service provider will pre-plan the flight path to ensure 100% coverage of each block. The control lines will need to provide sufficient coverage for proper levelling of the magnetic data. The flight path will need to incorporate gaps for restricted areas.
- The maximum deviation from the nominal survey line location will be 50 m over a distance of 2,000 m (barring any obstructions).
- The minimum and maximum separation between adjacent traverse lines will be 225 m and 375 m respectively.
- The service provider will make every effort to complete traverse and control lines in one segment.
- Where traverse lines are flown in segments or portions are re-flown, there will need to be overlap across two control line intersections. Overlaps must later be trimmed after levelling so as not to interfere with gridding.
- Overlaps between control line segments must be a minimum of 1,000 m, and adjusted prior to levelling the traverse lines.

2.4.2 Reflights and Turns

- All reflights of traverse line segments must intersect at least two control lines
- All turns at the end of traverse lines or control lines must take place beyond the survey boundaries.

OMECL will not pay for data acquired outside the defined boundaries, but will accept such data if it meets all QA/QC requirements.

2.4.3 Flying Height

The nominal flying height is set at 80 m above terrain.

The height specifications will be:

- altitude tolerance limited to +/- 15 m except in areas of severe topography
- altitude tolerance limited to +/- 10 m at flight line/control line intersections except in areas of severe topography.

The service provider should specify whether it will fly to a pre-planned drape surface. If not, the pilot will follow the terrain directly based on the radar/laser altimeter. Regardless of which flying method is chosen, the service provider will prepare a pre-planned drape surface that will show where these tolerances may be exceeded due to topographic relief.

If the service provider employs terrain-following survey mode, it will be subjected to the same altitude tolerances as applied for a pre-planned drape surface. The determination of the drape surface can be prepared utilizing the 1 arc-second (~30 m) resolution SRTM DEM, or the gap-filled 3 arc-second (~90 m) resolution SRTM DEM where gaps occur in the 1 arc-second model, or a DEM of superior quality.

2.4.4 Air Speed

The aircraft air speed tolerance will be limited to +/- 10 m/sec, except in areas of severe topography.

A typical acceptable range is 65 m/sec to 85 m/sec for fixed wing aircraft, although this is somewhat aircraft dependent. The service provider will state the nominal aircraft speed, which will form part of the evaluation process. A higher aircraft speed can be mitigated by denser sampling of the data.

The service provider should specify the sampling rates for the magnetic data (10 Hz or 20 Hz) and radiometric data (1 Hz or 2 Hz).

2.4.5 Drape Surface

The bidders will prepare drape surfaces for each survey block during the tendering process and will refine them once contracted, during pre-survey planning. The drape surface incorporates the digital elevation model of the survey block and surrounding area, and the climb/descent characteristics of the specified aircraft, to determine the safe height for the aircraft. Over flat and moderate terrain, the drape surface will closely adhere to the specified flying height. Over rougher terrain and isolated topographic features (e.g. steep valleys, ridges and hills), the drape surface will deviate to higher altitudes, mainly across the slopes.

The drape models provided in the responses to the global tender will assist in selecting Service provider with the aircraft that are most suitable to acquire data over the blocks with rougher terrain.

If the pilots follow the pre-planned drape surface, then the height deviation specifications of will apply to the drape surface. If the pilot follows the terrain directly, then the height deviation specifications will apply to the terrain itself.

The drape surface is usually constructed in 2D, accounting for traverse and control lines intersecting at the same height. In rougher terrain, this approach can result in large terrain clearances of hundreds or even thousands of meters in the vicinity of mountain slopes and steep escarpments. The drape model shows pyramid shapes, especially over mountains, to account for the intersection of the traverse and control lines over slopes and peaks. This will result in loss of all radiometric signal above 400 m or so and significant attenuation of magnetic responses, especially from near-surface sources. In such cases, it may be more prudent to employ a 1D drape model over such terrain and forgo the requirement that traverse and control line intersect at the

same height. This will make levelling of the magnetic data more challenging, but will improve the coverage and resolution of the geophysical data. A hybrid model incorporating 1D and 2D surfaces can be employed where a block incorporates both rough and smooth terrain. For isolated topographic features, it may be simpler to shift the position of a few control lines to avoid the steep terrain.

2.4.6 Magnetic Specifications

The magnetic noise specifications will be:

- in-flight noise envelope, calculated using a non-normalized 4th difference, shall not exceed 0.1 nT
- heading error shall not exceed 2.0 nT
- base station noise envelope, calculated using a non-normalized 4th difference, shall not exceed 0.1 nT.

The magnetic diurnal specifications will be:

- survey operations will be suspended during magnetic storms.
- a maximum tolerance of 3.0 nT peak-to-peak deviation from a long chord equivalent to a period of one minute. If diurnal conditions impede survey production significantly, alternatives may be considered.
- in order to limit ULF waves (micropulsations) an additional maximum tolerance of 0.5 nT (peak to peak) deviation from a long chord equivalent to a period of 15 seconds.

The service provider must have physically positioned one or more base magnetometers so as to facilitate accurate monitoring and correction of diurnal variations. The base station should be located away from manmade interference, proximal to or within the survey block. It will be preferable that two base stations are employed for redundancy, so that no production is lost.

2.4.7 Radiometric Specifications

Even though the nominal flying height is 80 m above terrain, a three-crystal pack system of 50.4 l is preferred.

For removal of the radon signal from the radiometric data, the service provider may employ the upward-looking crystal method or through data processing (e.g. spectral ratio method). The chosen method should be specified by the service provider.

Varying ground moisture conditions affect airborne radioactivity measurements. No survey flying should be undertaken during or for 3 hours after measurable precipitation. In the event of heavy precipitation yielding more than 2 cm of ground soaking rain, flying should be suspended for at least 12 hours after the end of precipitation or until the soil returns to its “normal” moisture level.

2.4.8 Calibrations

GSI has established its own calibration facility for improving the quality of gamma-ray spectrometric data, including the certified set of calibration pads available at the Nagpur Airport which is the property of the Atomic Minerals Directorate (AMD) an onshore calibration range and a nearby location for over water tests (although water levels may be too low prior to the monsoon). A magnetic test site, to determine the absolute difference between magnetometers on the same aircraft and between aircraft, has been established southwest of Nagpur. The facility will be available before the airborne surveys start over the blocks currently proposed. Complete specifications will be provided to the Service provider.

OMECL will coordinated an access protocol with AMD. If There is any costs to the Service provider associated with accessing the pads at Nagpur it has to be borne by Service provider .

Due to the lack of large water bodies with consistent water levels near the calibration sites, the cosmic calibrations for the gamma-ray spectrometer should be conducted over the Indian Ocean, at a latitude similar to the latitude of the assigned survey block. They should be located far enough offshore to be free from radon effects. All calibrations will take place in India, and need not be performed overseas, prior to mobilization.

Magnetometer Tests and Calibrations

Checking and calibration of the aircraft magnetometer system must be carried out at intervals and in locations agreed with the OMECL. Tests will be undertaken especially after any major change to the acquisition system and/or the aircraft.

(a) Heading Effects (Clover Leaf Test)

The magnetic heading effect must be determined by flying a clover leaf pattern oriented in the same directions as the flight lines and tie lines and in opposite directions and at a fixed altitude. Clover leaf test is performed over an easily recognized point on the ground. The aircraft flies in the main direction forward and backward and 90 degrees from main flight direction forward and backward over the point. At least two passes in each direction must be flown over a recognizable feature on the ground in order to obtain sufficient statistical information to estimate the heading error. The result from the Clover leaf test together with the Figure of Merit (FOM) is used to remove aircraft influence on magnetic data. Heading error will be determined at least twice for each aircraft, at the beginning and end of the flying season and after any modification or additions to the aircraft or the equipment installed in it have been made. The accepted magnetic heading effect will be less than 2.0nT as determined by the clover leaf test.

(b) Manoeuvre (FOM) Noise

Also at the survey commencement, a test flight will be flown at high altitude (e.g., 10,000 ft. above mean sea level) over a magnetically quiet area for several minutes (e.g., 3–5 minutes) in each of the 4 survey line headings in turn while the survey aircraft performs pitch, roll and yaw

manoeuvres. Figure of merit (FOM) is defined as the sum of 12 aircraft anomalies when the aircraft is doing ± 10 degrees roll, ± 5 degrees pitch and ± 5 degrees yaw in the main flight direction forward and backward and 90 degrees from main flight direction forward and backward. The FOM should be 1.0 nT or better for the tail sensor after compensation for aircraft influence is done. An FOM of 1.5 nT is acceptable for wingtip sensors in a horizontal gradiometer configuration.

The FOM will be determined for each aircraft at the beginning and end of the flying operation, and after any modifications to the aircraft or the equipment installed in it has been changed. Results shall be included in the progress reports.

(c) Lag Tests

The service provider will perform lag tests to ascertain the time difference between the magnetometer readings and the operation of the positioning devices. Test flights should be flown in two directions at survey altitude across distinct anomalies to be identified by the service provider and OMECL.

Lag tests will be carried out before commencement of survey production and after any major survey equipment alteration or replacement has been carried out. The results of the tests must be submitted to the OMECL before commencement of survey operations.

(d) Altimeter Calibration

Checks of the radar altimeter calibration must be undertaken before commencement of survey acquisition and after any modifications to the radar altimeter system. Results must be submitted to the OMECL. Calibration is determined by comparing the radar altitude with GPS during flights at altitudes of 100 m, 200 m, 300 m, 400 m and 500 m above the base air strip or some other suitable location with known elevation and flat terrain.

Spectrometer Calibrations

(a) Calibration Frequency

All spectrometer calibrations should be carried out at the beginning and at the end of the survey. If any significant change has been made to the gamma-ray spectrometer, or the aircraft has been changed since any of these calibrations were performed, all the calibrations must be repeated. The service provider must demonstrate, through the use of thorium source tests that the equipment sensitivity has not changed since the last calibrations; otherwise all calibrations must be repeated.

Thorium sources cannot be imported in India. Therefore, bidders should arrange themselves if required. If the Service provider employ self-calibrating spectrometers that do not require a thorium source test, this should be mentioned in the technical bid.

(b) Cosmic and Background Calibration

Reduction for background radiation is to be carried out as specified in the IAEA recommendations. A calibration flight must be flown as a series of lines from 1500 m to 3500 m above ground at 300 m intervals to relate the cosmic-ray window to the combined cosmic and aircraft backgrounds of each window. The flying time at each altitude should be a minimum of 5 minutes. The gamma radiation should be zero where the background is stabilized.

(c) FWHM of Gamma-ray data

Full width half measure should be better than 75 keV on the Cesium-137 peak at the 662 peak. Calculations of K, U and Th shall be in accordance with the IAEA recommendations.

(d) Pad (Normal) Calibrations

The airborne spectrometer system must be calibrated on an approved set of calibration pads for the measurement of stripping ratios.

(e) Sensitivity and Height Attenuation Calibrations

A series of flights must be made over an approved calibration range to determine aircraft system sensitivities and height attenuation coefficients, to a maximum height of 400 m. The adopted calibration range must be surveyed simultaneously with a calibrated 256 channel portable spectrometer.

Ongoing Calibration and Testing

A range of daily calibrations and tests are required. These include:

1. time synchronization of all recording instrumentation
2. suitable instrumentation warm-up period prior to takeoff
3. daily thorium source test, pre and post-flight
4. daily gamma-ray spectrometer system resolution test
5. daily test line flight (8 km minimum, preapproved by the OMECL), prior to the first flight and after the last flight, to verify system sensitivity, aircraft radioactivity and soil moisture variation
6. daily overwater flights to monitor background radon changes, pre and post-flight.
7. If water bodies are not local to the base of operations or survey block, the service provider will propose an alternative method for monitoring background radon in its survey plan, for review and approval by the OMECL.

Major Changes to Instrumentation

If major changes to any instrumentation occur during the survey, or a backup system is used, then all relevant pre-survey calibrations must be repeated per the criteria above. If there are major changes to the magnetometer system, re-calibration of the aircraft magnetometer system at the calibration range is not required, providing the service provider re-flies one or more survey lines, totaling 50 km and demonstrates repeatability of the magnetic data to the satisfaction of the OMECL.

2.4.9 Airborne Systems Comparison

All aircrafts employed on a survey block must acquire data over one or more survey lines, totaling 50 km. These data must be compared to ensure that all channels are similar. If there are any major changes to a system, the comparison line(s) must be repeated. If any discrepancies between systems are apparent, they must be explained and rectified.

The service provider must review how the above-mentioned calibration and testing procedures will be incorporated in the correction and processing of the data. The service provider must describe how it will assess its instrumentation for day-to-day consistency in measuring geological responses and maintaining appropriate noise levels. The service provider must also describe any other calibration and testing procedures it plans to undertake.

2.4.10 Deliverables

It is mandatory that no raw, compiled and processed data, products and deliverables leave Odisha state. Consequently, the service provider must be prepared to undertake all work within Odisha, either at the operational bases and/or at a centralized location. The OMECL anticipates that Service provider will want to establish a processing centre at the OMECL premises in Bhubaneswar, and will provide work space for this purpose. The OMECL will also provide access to the network and server with secure data storage and will provide high-speed internet access. Each service provider will be responsible for providing its own hardware and software necessary for data compilation, internal QC, processing, printing and map plotting.

During the data acquisition period, the service provider will be required to provide the following to OMECL for review and approval:

- Survey plan and health, safety & environmental (HSE) plan, in advance
- Access to the crew and aircraft at the operational bases
- Off-site and on-site calibration and test results
- Field data (raw and field-processed) for quality control purposes.

During the data compilation and processing phases, the OMECL will continue to review the products prepared by the Service provider until all final deliverables meet the specifications.

The following is a summary of the deliverables from the Aero-geophysical surveys. The following products apply to the regional mapping survey, incorporating the magnetic gradiometer and radiometric methods.

2.4.11 Pre-survey Plans and Calibrations

Prior to commencement of data acquisition, the service provider will be required to provide the following for each survey block:

1. Survey plan, to include pre-planned flight path, drape surface with analysis of areas that may exceed the nominal survey height, operational bases, anticipated base station locations, field and data compilation personnel.
2. HSE plan to include risk analysis of the survey block, HSE procedures, personnel assigned to HSE and emergency response plan.
3. Pre-survey calibration and test results from the Indian (or foreign) magnetic and radiometric calibration sites, and any undertaken on-site.

2.4.12 Field Data

During data acquisition, the service provider will be required to provide the following on a regular basis (e.g. weekly):

1. Magnetic field database after GPS correction and internal QC.
2. Radiometric field database after GPS correction and internal QC.
3. Daily and other test data, as well as any new calibrations.
4. Progress report.

The databases may be provided incrementally, but a new “clean” database may be required from time-to-time to account for missing or repeated data.

The bidder must state its methodology for correcting the GPS data, and whether it requires a GPS base station. If so, it must state in its technical bid how the base station data are employed in the differential GPS process.

Authorization to demobilize from a survey blocks will not be given until the acquired data, including reflights, are fully approved by the OMECL.

2.4.13 Compiled Data

A square grid will be calculated from the levelled line data. Contour maps must be produced from this grid by a contouring program. The grid used for the compilation maps must be used for the final maps. As the survey employs a horizontal magnetic gradiometer configuration, gradient-enhanced gridding must be utilized for the magnetic grids.

Grid Size = ¼ of the traverse line spacing for radiometric grids

Grid Size = ½ of the traverse line spacing for magnetic and DEM grids

1. Magnetic database – raw and corrected navigation data; raw, corrected and processed magnetic data, sampled at 10 or 20 Hz.

Prior to line archive generation the Contractor must consult with the OMECL on the final structure and format. The channels must be presented in the order of the processing steps. The following is an example of the structure and format of the line archive:

Name:	Units:	Description:
LINE	-	Line number
TIME	sec	Time (sometimes fiducial counter)
LONG	deg	Longitude
LAT	deg	Latitude
EASTING	m	Easting
NORTHING	m	Northing
GPSALTRL	m	Raw GPS altitude, Realtime
GPSALT	m	GPS altitude (edited) above MSL (mean sea level)
RALTRAW	m	Raw Radar altitude (terrain clearance)
RALT	m	Radar altitude (terrain clearance)
BALTRAW	m	Raw Barometric altitude
BALT	m	Barometric altitude
DEMLEV	m	Levelled Digital Elevation Model / Topography (raw + corrections)
MGHEIGHT	m	Magnetometer height (above terrain)
MAGUNLAG	nT	Raw unlagged magnetic total field (magnetometer in bird so no compensation needed)
MAGULED	nT	Raw, edited, unlagged magnetic total field
MAGRAW	nT	Raw magnetic total field (compensated, lagged, edited)
DIURNRAW	nT	Raw Diurnal / ground magnetics base station 1
DIURNCOR	nT	Diurnal correction (combined ground mag) - input into levelling
MAGTLCOR	nT	Tie-line levelling corrections to mag
SRVMGLEV	nT	Magnetic total field, levelled to survey
IGRF	nT	IGRF (International Geomagnetic Reference Field)
SRVMGRES	nT	Residual magnetic field, levelled to survey
DATE	yyyymmdd	Date of flight line

FLIGHT	-	Flight number
LINETYPE	-	Line type. L=Traverse, T=Tie, B=Background line.
LINENAME	-	Line name. An alpha-numeric string, or LINETYPE + LINE.

2. Radiometric database – corrected navigation data; raw and noise-adjusted gamma-ray spectra; raw, corrected and processed radiometric data, sampled at 1 or 2 Hz.

Prior to line archive generation the Contractor must consult with the OMECL on the final structure and format. The channels must be presented in the order of the processing steps. The following is an example of the structure and format of the line archive:

Name:	Units:	Description:
LINE	-	Line number
TIME	sec	Time (sometimes fiducial counter)
LONG	deg	Longitude
LAT	deg	Latitude
EASTING	m	Easting
NORTHING	m	Northing
GPSALTRL	m	Raw GPS altitude, Realtime
GPSALT	m	GPS altitude (edited) above MSL (mean sea level)
RALTRAW	m	Raw Radar altitude (terrain clearance)
RALT	m	Radar altitude (terrain clearance)
BALTRAW	m	Raw Barometric altitude
BALT	m	Barometric altitude
DEMLEV	m	Levelled Digital Elevation Model / Topography (raw + corrections)
TEMP	°C	Temperature
BARO_PR	kPa	Barometric pressure
R_LIVE	ms	Live time
R_COS	cps	Raw cosmic count
R_UPU	cps	Raw upward-looking uranium count
R_TOT	cps	Raw total tount
R_POT	cps	Raw potassium count
R_THO	cps	Raw thorium count
R_URA	cps	Raw uranium count
R_RDN	cps	Computed radon background
SPECTRA_R	cps	Measured spectrum, 1024 channel array

SPECTRA_RUP	cps	Measured upward-looking spectrum, 1024 channel array
SPECTRA_NASVD	cps	NASVD-corrected spectrum, 1024 channel array
F_NADR	nGy/h	Natural air absorbed dose rate
F_POT	%	Final corrected potassium concentration
F_THO	ppm	Final corrected (equivalent) thorium concentration
F_URA	ppm	Final corrected (equivalent) uranium concentration
F_RTK	ppm/%	Equivalent thorium / potassium
F_RUK	ppm/%	Equivalent uranium / potassium
F_RUT	-	Equivalent uranium / equivalent thorium
DATE	yyyymmdd	Date of flight line
FLIGHT	-	Flight number
LINETYPE	-	Line type. L=Traverse, T=Tie, B=Background line.
LINENAME	-	Line name. An alpha-numeric string, or LINETYPE + LINE.

3. Magnetic grids to include:

- IGRF-corrected total magnetic field with gradient enhancement
- Measured horizontal gradients
- Digital elevation model computed from the survey height data.

The DEM will be computed from the radar/laser altimeter and the GPS height data, with geoid correction applied. Light filtering of the altimeter data is permitted. The OMECL will verify this DEM against the SRTM DEM.

4. Radiometric grids to include:

- Natural air absorbed dose rate
- Potassium
- Equivalent uranium
- Equivalent thorium.

5. Survey report, to include acquisition parameters, equipment, personnel, daily logs, calibration and test results, compilation procedures and summary of deliverables.

2.4.14 Processed Data

The bidder may propose additional processed grids that it deems useful to the interpretation.

1. Magnetic grids to include:

- Pole-reduced magnetic field (to account for low magnetic latitudes)/Equator-reduced magnetic field
- First and second vertical derivatives of the pole-reduced magnetic field
- Tilt angle of the pole-reduced magnetic field
- Analytic signal amplitude of the IGRF-corrected total magnetic field
- Depth to magnetic sources.

2. Radiometric grids to include:

- CMY and RGB ternary images of K-eTh-eU (GeoTIFF format)
- Ratios of eU/k, eTh/K and eU/eTh.

3. Results of any customized processing applicable to the survey block, that may result in grids, databases and/or vector layers (e.g. location of kimberlite pipe targets).

4. Processing report, to include the methodologies employed, a flow chart of the entire processing sequence from correction of raw data to final products, and a summary of deliverables.

2.4.15 Digital Maps

Digital maps will be prepared at two scales:

- Maps of the entire survey block at an appropriate scale (e.g. 1:250,000 or 1:500,000)
- Maps of the survey block at 1:50,000, divided according to the Indian topographic map sheet layout (0°15' x 0°15').

It is anticipated that the following processed maps at 1:50,000 will be required, for example:

- Pole-reduced magnetic field (colour, contours and flight path at shaded colour for entire block)
- First vertical derivative of the pole-reduced magnetic field (shaded colour)
- Analytic signal amplitude of the IGRF-corrected total magnetic field (shaded colour)
- Dose rate (colour, contours and flight path, shaded colour for entire block)
- Ternary radiometric image (RGB = K-eTh-eU).

One hard copy of each map will be plotted on mylar.

2.4.16 Deliverable Specifications

During the survey planning and mobilization period, the OMECL will prepare additional specifications for the deliverables. These will include:

- Names, descriptions and units for the channels in the field and compiled databases
- Geophysical map templates

Final databases will be supplied in Geosoft and ASCII XYZ formats. Final grids will be supplied in Geosoft and ASCII GXF formats. Final geophysical maps will be supplied in Geosoft and PDF formats. Final vector layers will be supplied in DXF and SHP formats. Final reports will be supplied in Word and PDF formats.

As some survey blocks straddle UTM zones, the OMECL will supply the service provider with the coordinate system applicable to each deliverable.

2.4.17 Quality Control

The quality of the airborne geophysical data and deliverable products is paramount. OMECL will engage a QC team to implement a range of quality assurance and quality control (QA/QC) procedures and inspections to ensure that OMECL's QA/QC objectives are met.

It is the responsibility of the QC team to **inspect**, and the responsibility of the service provider to **execute**, with respect to QA/QC of the airborne geophysical data. The function of OMECL's QC team does not replace that of the service provider's internal QA/QC process.

All work is to be performed to the satisfaction and subject to the acceptance of the OMECL. Delegated QC geophysicists will make periodic trips to the survey site to monitor field operations, to observe whether operations are being carried out in accordance with the contract specifications. Most of the QA/QC function will be carried out in Bhubaneswar, where the OMECL's QC geophysicists will be stationed in the same OMECL complex as the processors employed by the service provider. This will facilitate interaction between OMECL's personnel.

The QC team will be available for consultation on technical problems that may arise during the course of the field work and have the authority to approve, in writing, changes to the Technical Specifications that will not affect the general scope of the work to be performed. Any changes which might entail reductions or additional charges must be referred directly to OMECL.

Notwithstanding the foregoing provisions, the service provider shall be solely responsible for the quality of the work. Its project manager must ensure that adequate quality control procedures are in place and are being strictly followed, so as to ensure such quality of work. He or she must in turn sign off each report and each product submitted for inspection, thereby certifying that the work was carried out in accordance with the Technical Specifications.

The service provider will re-survey, free of charges, lines or segments of lines for which the required digital data are missing or are not in accordance with the Technical Specifications. Isolated errors or spikes and short, non-sequential gaps consisting of a few points which can be corrected by interpolation are acceptable. Should the service provider reject data prior to inspection by the OMECL, it should enumerate the reason(s) why in its progress reports.

After each inspection of the calibration and test data, field data, compiled data and deliverables, the QC team will submit a report to OMECL and the service provider with a detailed review and

checklist. All concerns, issues and designated reflights will be enumerated, and where applicable, the service provider may be required to respond in writing with proposed remedies.

Additionally, the OMECL will host periodic workshops for the service provider's employees/consultants stationed at the Bhubaneswar processing centre,, to review progress on the various survey stages and discuss any operational issues that crop up.

In addition to quality control, the QC team will have other responsibilities, to include:

- Overall management of the Aero-geophysical programme in representation of OMECL
- Provide documentation of calibration facilities for the magnetic and spectrometric test range before the start of survey
- Coordination of and between the Service provider
- Provide access and maintenance of the network and server with secure data storage, and provide high-speed internet access, at the data processing centre in Bhubaneswar
- Liaison with the OMECL management and technical staff
- Interpretation from the deliverables prepared by the service provider and appraisal of mineral potential
- Merging of the grids and interpretations between survey blocks
- Periodic high-level meetings involving management of both OMECL and the Service provider may be required should any serious issues arise.

3. Contract period

- 3.1. Contract period shall be for 2 (two) Years. In case of any circumstances the work is not completed within this period, OMECL at this sole discretion may extend the contract period for further 1 year with the permission of chairman/MD.
- 3.2. The contract will commence from the date of issuance of LoA/Work order by OMECL to the selected agency ("Commencement Date").
- 3.3. At any point of time, OMECL 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 OMECL. OMECL 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. OMECL 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 OMECL.

5. Payment terms:

5.1. The following payment schedule will be applicable for all assigned survey blocks:

S.No	Milestone	Payments (% total amount)
1	Milestone 1 1. Bringing aircraft/instruments, inspections and obtaining all permissions & mobilization to survey area. 2. Calibrations & Initial flights	5%
2	Milestone 2 1. Completion of data acquisition of 10% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	10%
3	Milestone 3 1. Completion of data acquisition of 25% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	15%
4	Milestone 4 1. Completion of data acquisition of 50% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	10%
5	Milestone 5 1. Completion of data acquisition of 75% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	10%
6	Milestone 6 1. Completion of data acquisition of 100% of total line kilometer 2. Submission of raw and initial QA/QC & processed data of completed work subjected to approval by OMECL.	10%
7	Milestone 7 Submission of All processed and compiled Magnetic gradiometer & Radiometric data and approved by OMECL.	10%
8	Milestone 8 Submission of Technical report of data acquisition, compilation, and processing for all data and approved by OMECL.	15%
9	Milestone 9 Completion and Acceptance of all deliverables by OMECL.	15%

Each of the above deliverables will be subjected to review and approval by the OMECL prior to submission of the corresponding invoice. The last field crew and aircraft will not be permitted to

leave a survey block until all data acquired over that block are reviewed and approved by the OMECL.

- 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 & GSTIN of Agency Name, address & GSTIN of OMECL.
 - ii. The Invoice shall be certified by the official of OMECL 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. OMECL will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents. The Agency shall intimate their Bankers details and Account No. etc. to Finance Section of OMECL.
- 5.3. The Project In-charge shall check & 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 OMECL 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 & GST shall be made from the bills as per applicable rates. TDS certificate for Income Tax TDS shall be issued by OMECL.
- 5.6. The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.

6. Price Revision/Variation

- 6.1. **No price revision:** There shall be no price or rate revision throughout the contract period, except for as provided in Clause 6.2 in annexure 2. In case of extension of the contract period due any reason beyond the control of service provider, all terms & conditions of NIT will remain the same and only the price escalation will be applicable

6.2. Price Revision clause

Price variation will be considered under following two circumstances.

- **Fuel cost variation (ATF pricing):** The Variation (escalation/de-escalation) will be calculated as under on monthly basis, basing on the ATF price Bhubaneshwar Branch on the 15th day of the corresponding month as per the following formula :

$$\text{Escalation amount shall be} = \frac{P1 - P0}{100} \times 30 \times \text{Awarded LKM rate}$$

- In case of increase/decrease in fuel price escalation/ de-escalation amount shall be paid/ deducted as follows:
 - P0: Base rate of ATF shall be the market rate as notified by IOC Branch, Bhubaneswar on the bid due date.
 - P1: Rate of ATF notified by the IOC Branch, Bhubaneswar prevailing on 15th day of that month
- **Time duration-based price escalation:** If the project is delayed beyond T0 + 24 months, the price escalation clause as per OMECL will be applicable Subject to remaining milestones and delay is due to reasonable condition beyond control of contractor.

The escalation rate shall be applicable after T0 + 24 months onwards. The escalation rate shall be applicable for all rates quoted in the Price Bid. To apply escalation rate, price quoted in the price bid will be considered as the base value. Escalated rate shall remain constant for that particular contractual year. The escalation rate shall be determined as follows:

$$\text{Escalation rate} = \frac{\text{CPI (B)} - \text{CPI (A)}}{\text{CPI (A)}}$$

Where

CPI (B)	All India Consumer Price Index for industrial workers published by Labour Bureau, Government of India for the 24 th month of contractual period.
CPI (A)	All India Consumer Price Index for industrial workers published by Labour Bureau, Government of India for the 5 th month of contractual period.

Note: Consider CPI(IW) Base 2016 = 100

7. Taxes & 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 OMECL subject to submission of documentary evidence to the satisfaction of OMECL.
- 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 OMECL 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 OMECL and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMECL 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 OMECL/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 OMECL, 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 OMECL

8. Penalty:

8.1. In case the agency abandon the work in any point of time or do not fulfill the conditions mentioned in clause 7.2 of annexure 1, 10% of the awarded contact work value shall be recovered from the performance security cum Advance bank guarantee and/or payables available with OMECL.

8.2. In case the causes of abandonment of the work are beyond the control of the agency , penalty can be waived and/ or penalty can be re-assessed at the discretion of Chairman/MD of OMECL

9. Liquidated Damages:

9.1. The Agency shall complete the work in accordance with the Timeline mentioned in clause 6.2 (in section - Scope for the Aero-geophysical survey) for the survey in the document. If, however, the Agency fails to complete the work in accordance with the Timeline for the respective work, unless such failure is due to force majeure situation or due to OMECL's default or reason beyond the control of service provider, liquidated damage shall be imposed on the delayed portion at the rate 2% per month or part thereof subject to maximum of 10% of the total Contract value (excluding taxes). GST , if any, shall be charged on the LD amount imposed on the service provider.

However, imposition of LD shall be without prejudice to the other remedies available to OMECL under the terms of the Service Order / Agreement. GST, if any , on LD shall be recovered in addition to the LD amount.

9.2. OMECL shall have full liberty to realise the LD through the following ways:

- a) Appropriation of the Performance Security cum Advance bank guarantee; OR
- b) Appropriation the of EMD (in case provision of Performance Security cum Advance bank guarantee 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 OMECL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, OMECL shall evaluate the situation and may at its discretion waive the LD on the request of the Service provider in line with clause 9.1 above.
- 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 Chairman/MD of OMECL.

10. Other Terms and Conditions: -

- 10.1. All equipment, aircraft , instruments, manpower, permissions, parking fee and any 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. Service provider has to submit all the required documentation to DGCA and other related Government agencies for obtaining permissions related to import of Helicopters, geophysical survey equipment, survey crews for foreign operators and flight operations.
- 10.4. It is expected that the bidder has sufficient knowledge of the geology, topography, forest cover and other restricted areas of Odisha state, the agencies/organizations working in this field, the existing rules, regulations, and legal aspects of the Government of India pertaining to the execution of this project.
- 10.5. Service provider has to get prior written approval from OMECL to mobilize and demobilize the aircraft/helicopter and equipment.
- 10.6. Deliverables, invoices and correspondence of the service provider shall be reviewed and countersigned by the Strategic Technical consultant (STC) of OMECL

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 OMECL

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

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

The Odisha Mineral Exploration Corporation Limited, an undertaking of the Government of Odisha and having its head office at 3rd floor, Boyan Bhawan, Unit-3, Pandit Jawaharlal Nehru Marg Bhubaneswar, 751001, Odisha (hereinafter referred to as “OMECL”, 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 Proprietorship 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 Airborne surveys to its clients and have represented to OMECL through their bid(s), against NIT No. [•] dated [•] (hereinafter called the “Tender”) for Engagement of agency for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of Odisha state, India. for OMECL(through e-tendering);
- ii) on the basis of the said Tender, OMECL 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 2 (two) years. In case of any circumstances the work is not completed within this period, OMECL at this sole discretion may extend the contract period for further 1 year with the permission of chairman/MD.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service provider and OMECL 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) OMECL shall make payments to the Service provider in accordance with the provisions of this contract.
1. 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. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of Odisha Mineral
Exploration Corporation Limited
(Authorized Representative)

Name:

Designation:

Odisha Mineral Exploration Corporation Ltd.

3rd floor, Boyan Bhawan, Unit-3,

Pandit Jawaharlal Nehru Marg

Bhubaneswar, 751001, Odisha

For and on behalf of M/s.

(Authorized Signatory)

Name:

Designation:

Name of the Service provider:

Address:

In presence of the following witnesses

Name:

Designation:

Odisha Mineral Exploration Corporation Ltd.

3rd floor, Boyan Bhawan, Unit-3,

Pandit Jawaharlal Nehru Marg

Bhubaneswar, 751001, Odisha

Name:

Designation:

Name of the Service provider:

Address:

Annexure 3: Format for Power of Attorney for authorized signatory

(To be executed on INR 100 non judicial stamp paper and to be duly notarized, 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. 08/ OMECL/e-PROC/2022-23 dated: 25.03.2023** published by the Odisha Mineral Exploration Corporation Limited for conducting Airborne (magnetic & radiometric) surveys in parts of Odisha for OMECL, 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 OMECL (the “agency”) has invited proposals for Engagement of Agencies for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of 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 participating bidding of Engagement of agency for conducting Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of 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 airborne survey works and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Non-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 M/s [name of Lead Member], having its registered office at [registered address], being one of the Members of the Consortium, as the Lead Member 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 airborne 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 airborne 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 OMECL , 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 Aero-geophysical survey and/ or upon award thereof until the Contract is entered into with OMECL.

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].

SIGNED, SEALED & DELIVERED

For and on behalf of

Lead MEMBER by:

[Sign and Seal]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

Non-Lead Member by:

[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: Bidder's organization and experience form for Lead/Non-lead member

Bidder's organization

Name of bidder:	
Address of Registered Office of Bidder:	
Year of Establishment:	
Contact Person with Contact Details:	
Lead/Non lead member	
Summary of Experience: <ul style="list-style-type: none"> • Number of years: • Total completed services: • Completed services in last 5 years: • Similar completed services in last 5 years: 	
For details refer clause 7.1	
Any Award or Felicitation received by your Agency:	
Any other relevant details:	

Bidder's experience

1.

Similar completed service:	Country:
Location within Country:	Site Professional Provided by Your Firm/Entity (Profiles):
Name of project awarding Firm/Entity:	No. of Site professionals:
Address:	No. of Site Professionals-Months:
	Duration of Assignment:
	Quantum of work (in Line km):
Start Date (Month/Year)	Completion Date (Month / Year)
Value of Services (in Indian Rupee):	
Name of Associated Consultants, If Any:	No. of Months of Professionals Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Site Professionals:	

2.

Similar completed service Name:	Country:
Location within Country:	Site Professional Provided by Your Firm/Entity (Profiles):
Name of project awarding Firm/Entity:	No. of Site professionals:
Address:	No. of Site Professionals-Months:
	Duration of Assignment:
	Quantum of work (in Line km):
Start Date (Month/Year)	Completion Date (Month / Year)
Value of Services (in Indian Rupee):	
Name of Associated Consultants, If Any:	No. of Months of Professionals Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Site Professionals:	

3.

Similar completed service Name:	Country:
Location within Country:	Site Professional Provided by Your Firm/Entity (Profiles):
Name of project awarding Firm/Entity:	No. of Site professionals:
Address:	No. of Site Professionals-Months:
	Duration of Assignment:
	Quantum of work (in Line km):
Start Date (Month/Year)	Completion Date (Month / Year)
Value of Services (in Indian Rupee):	
Name of Associated Consultants, If Any:	No. of Months of Professionals Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Site Professionals:	

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 4A: Survey Equipment & Aircrafts

Equipment details

S. No	Type of geophysical survey	Equipment type	Equipment model name	Version of equipment & Year	Invoice number & Date	Price	Owned/Hired
1.							
2.							
3.							
4.							
5.							

Aircraft details

S. No	Type of aircraft	Model/Year	Registered country	Climb/descent rate	Nominal flying height & speed	Owned/Hired
1.						
2.						
3.						
4.						
5.						

Signature of the Authorized Signatory of the Bidder with Seal

10. List all tasks performed and corresponding experience of the expert. Special emphasis should be given to the tasks to be performed under this project.

11. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- a. This CV correctly describes my qualifications and my experience.
- b. I am/I am not in regular full-time employment with the BIDDER.
- c. In the absence of medical incapacity, I will undertake this assignment for the duration provided team mobilization takes place within the validity of this Bid or any agreed extension thereof.
- d. I am willing to work on the project and I will be available for entire duration of the project assignment.
- e. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Bid.
- f. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Note: Attached the relevant qualification certificate and experience certificate/technical document.

Annexure 4C: Financial status of Lead member

Name of bidder:	
Address of Registered Office of Bidder:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover in last five years (in INR Lakhs) FY 2017-18: FY 2018-19: FY 2019-20: FY 2020-21: FY 2021-22:	
Positive Net worth of the Bidder in any 3 years from last 5 (five) financial years: 1. 2. 3.	

(For details Please refer clause 7.2)

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 5: Team composition and task assignments

The BIDDER should provide a list of primary and backup personnel including name, project position, level of education, years of relevant experience and years employed by the BIDDER. In addition, the curriculum vitae of key personnel should be provided where indicated. CVs should be submitted as per the format mentioned in Annexure 4B. The requested CVs will be incorporated in the technical evaluation and selection process. The following personnel and backups should be listed (additional positions may be added by the BIDDER):

- Project Manager
- Operations Manager
- Chief Pilot
- Pilots
- AME (Aircraft Maintenance Engineer) s
- Instrument Operators, if applicable. If not applicable, the bidder should state the responsibilities of the pilots and ground personnel with respect to instrument operation prior to, during and after each flight.
- Field Processors
- Data Compilation Manager
- Data Processors
- Officer of the BIDDER, together with the person responsible for HSE in the field.

During the course of the survey, substitute personnel not listed in the proposal may be required. If so, the BIDDER must submit their qualifications to OMECL prior to commencing work on the project.

A. Experts:

Sl. No.	Name of the Expert	Educational Qualification	Area of Expertise	Years of Experience	Task Assigned
1					
2					
3					

B. Team Member (Senior & Junior level Professionals):

Sl. No.	Name of the Expert	Educational Qualification	Area of Expertise	Years of Experience	Task Assigned
1					
2					
3					

In addition, all nominated survey pilots should be named with their qualifications, including total hours operating the proposed aircraft and total hours operating an aircraft on a geophysical survey.

Annexure 6: 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 (without GST) in Words
1	Aero-geophysical survey (Magnetic & Radiometric), which includes the milestones 1 to 9	286,700			
			Total		
Total Amount (without GST) in word					

Annexure 7: Checklist for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 7 and Clause 8.18.1)		
2	Power of attorney for authorized signatory (Annexure 3)		
3	Power of attorney for Lead member Consortium (Annexure 3A)		
4	Bidder's organization and experience (Annexure 4)		
5	Survey instruments & aircrafts (Annexure 4A)		
6	CVs of the proposed experts (Annexure 4B)		
7	Description of team composition and task assignment (Annexure 5)		
8	Bank details (Mandate Form-Annexure 8)		
9	Declaration by the Bidder (Annexure 11)		
10	Signed copy of check list with seal (Annexure 7)		
11	Joint Bidding agreement (Annexure 12)		
12	Proof of payment of Tender Document Cost		
13	Proof of payment of EMD		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 8: Mandate Form – on the letterhead of the Bidder

To

Odisha Mineral Exploration Corporation Limited
3rd floor, Boyan Bhawan, Unit-3,
Pandit Jawaharlal Nehru Marg
Bhubaneswar, Odisha – 751001

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

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mineral Exploration 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 & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold OMECL 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 9: Format for Performance Security cum Advance bank guarantee

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 Mineral Exploration Corporation Limited having its head office at 3rd floor, Boyan Bhawan, Unit-3, Pandit Jawaharlal Nehru Marg, Bhubaneswar, 751001, Odisha (“OMECL”) has issued a Letter of Award (LoA)/ Work order dated (the “LoA”) whereby OMECL has agreed to engage the Agency for (the “agreement”).
- (B) The LoA/ Work order requires the AGENCY to furnish Performance Security cum Advance bank guarantee to OMECL 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 cum Advance bank guarantee. 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 OMECL 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 OMECL shall claim, without OMECL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMECL 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 OMECL 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 OMECL 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, OMECL 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 OMECL to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. OMECL 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 OMECL 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 OMECL, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMECL 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 OMECL 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 OMECL 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 OMECL 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 OMECL 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 OMECL 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 OMECL 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 OMECL 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 10: 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 Mineral Exploration 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 & 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: 2 Years

Annexure 11: 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.

We undertake that all the terms and conditions as laid in the tender and its subsequent corrigendum if any, are accepted by the company and will abide by them.

We further undertake that the information given in this tender are true and correct in all respects and we hold responsibility for the same.

We shall be responsible for rejection/cancellation of contract if the services are not found up to the mark and for civil/criminal proceedings if the material supplied is found sub-standard or not accordance with the quality of services.

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 12: 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) OMECL, a Government of Odisha Undertaking registered under the Companies Act, 2013 having its head office at 3rd floor, Bayan Bhawan, Unit-3, Pandit Jawaharlal Nehru Marg 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: 08/ OMECL/e-PROC/2022-23 dated: 25.03.2023 (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 Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of 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 Airborne 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 Fixed wing Airborne (Magnetic & Radiometric) Surveys over the parts of 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 airborne 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 Aero-geophysical survey, the Parties shall enter into a contract for airborne survey works with OMECL and for performing all obligations as the service provider in terms of contract for the airborne 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 airborne 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 Aero-geophysical 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. OMECL 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 Aero-geophysical survey performed by Lead Member/Party and OMECL shall have the right to release payments solely to the Lead

member and OMECL 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 airborne survey is awarded to the Consortium. However, in case the Consortium is not selected for award of the

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

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 OMECL.

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

Annexure 13: Integrity Pact

Integrity Pact

Between

Odisha Mineral Exploration Corporation Limited (OMECL) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the Contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the

execution of the Contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings in the manual of OMECL/OMC.

Section 4 - Compensation for Damages

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security cum Advance bank guarantee.

Section 5 - Previous transgression

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of OMECL/OMC.

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, OMC/OMECL.

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/ Chairman/ CMD of OMECL.

Section 9 - Other provisions

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.
- 2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure 14: SA 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes/ No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining? Yes / No
If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

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

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

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

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

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

- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No
- Lowest amount (salary / wage) you pay to your employees? Rs. _____/- (per day)

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

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

Declaration:

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

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

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

(Signature)

Name of the person: _____

Designation: _____

Date _____/_____/_____

Seal of the organization