



## **Expression of Interest (EOI) For**

**Empanelment of agencies for providing  
ground geophysical survey work for  
various minerals block in different areas  
in Odisha and other states of India**

**ODISHA MINING CORPORATION LIMITED**

**EOI No. OMC/E-PROC/EXPL/04/2023**

**Dated: 11/10/2023.**



## **NOTICE FOR EXPRESSION OF INTEREST (EOI)**

**EOI No. OMC/E-PROC/EXPL/04/2023**

**Date: 11/10/2023**

1. Odisha Mining Corporation Limited (OMC), Bhubaneswar, a Government of Odisha undertaking, invites “Expression of Interest” (EOI) for empanelment of agencies for carrying out ground geophysical surveys for multi-commodity/ Industrial minerals/ rocks in different areas in the State of Odisha (and if required for other states of India) as per Evidence of Mineral Contents (EMC) Rules, 2015 and Minerals (Evidence of Mineral Contents) Amendment Rules, 2021 for exploratory geophysical survey work of OMC.
2. In order to put it in fast track, the entire process of tendering, OMC intends to shorten the time frame by creating “resource pool”, thereby tendering amongst empanelled agencies. Based on area, commodities, quantum of work and requirement for type of geophysical surveys, an LTE (Limited Tender Enquiry) shall be floated amongst the empanelled agencies. For each LTE, an agency shall be chosen as per the qualifying criteria and terms & conditions of the LTE.
3. Interested geophysical survey providing agencies may submit their EOI responses along with necessary documents as indicated in EOI.
4. The authority reserves the right to cancel EOI without assigning any reasons thereof.
5. Addendum/ Corrigendum, if any, will be hosted on e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and on OMC website only.
6. This EOI is not a commercial offer and is issued with no binding commitment.
7. Tender schedule and details have been provided in below table.

<b>Sl. No.</b>	<b>Events / Parameters</b>	<b>Tentative Schedule / Details</b>
1.	Name of EOI	Empanelment of agencies for providing ground geophysical survey work for various Minerals block in different areas in Odisha and other states of India
2.	Availability of EOI on the e-tendering portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )	<b>Date: 11/10/2023; Time: 11:00 AM (IST)</b>
3.	Type of EOI	Global EOI

4.	Last date for sending queries to OMC	<b>Date: 17/10/2023; Time: 5:00 PM (IST);</b> queries may be sent by email to <a href="mailto:omc.geology@odishamining.in">omc.geology@odishamining.in</a>
5.	Meeting with interested agencies	<b>Date: 20/10/2023; Time: 2:30 PM (IST);</b> Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective applicants
6.	Issue of responses to queries, addendum/corrigendum, if required	<b>Date: 27/10/2023</b>
7.	EOI due date (Last Date & Time of submission of EOI responses by interested Agencies)	<b>Date: 10/11/2023; Time: 4:00 PM (IST)</b>
8.	Opening of EOI responses	<b>Date: 10/11/2023; Time: 5:00 PM (IST)</b>
9.	Application fee	Amount: NIL

All other details can be seen from the EOI document available on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and on the website of Odisha Mining Corporation (<https://omcltd.in>). OMC reserves the right to reject any or all EOIs without assigning any reason thereof.

Sd/-

General Manager (Exploration)

### **Odisha Mining Corporation Ltd (OMC)**

**(A Gold Category State PSU)**  
**Registered Office: OMC House,**  
**Bhubaneswar-751001**  
**Tel: 0674 2399914**

## Table of Contents

1. EOI Schedule.....	5
2. Data Sheet.....	6
3. Disclaimer .....	7
4. List of Abbreviations .....	10
5. Definitions and Interpretations .....	12
6. Introduction .....	14
7. Technical Eligibility Criteria .....	16
8. Professional & Experience Eligibility Criteria.....	24
9. Financial Criteria .....	26
10. Other Non- Technical information:.....	29
11. Instruction to Agencies .....	30
12. Termination of Empaneled agencies.....	36
13. Additional Information to agencies .....	37
14. Methodology of engagement, after empanelment of qualified agencies:.....	40
15. Scope of Work .....	41
<b>Annexure 1: General Conditions of Contract .....</b>	<b>46</b>
<b>Annexure 2: Format for Covering Letter .....</b>	<b>65</b>
<b>Annexure 3: Format for Power of Attorney for authorized signatory.....</b>	<b>69</b>
<b>Annexure 4: Details of Agency .....</b>	<b>70</b>
<b>Annexure 5: Details about Survey Instruments.....</b>	<b>71</b>
<b>Annexure 6: Work Experience in applicable financial years .....</b>	<b>72</b>
<b>Annexure 7: Professional experience .....</b>	<b>73</b>
<b>Annexure 8: Financial Status of the Agency.....</b>	<b>74</b>
<b>Annexure 9: Format of Affidavit.....</b>	<b>75</b>
<b>Annexure 10: Check-list for the EOI response .....</b>	<b>76</b>

## 1. EOI Schedule

Sl. No.	Events / Parameters	Tentative Schedule / Details
1	Publication of advertisement in newspapers	<b>Date: 11/10/2023</b>
2	Availability of EOI on the e-tendering portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )	<b>Date: 11/10/2023; Time: 11:00 AM (IST)</b>
3	Last date of sending queries to OMC for discussion during the meeting with interested agencies	<b>Date: 17/10/2023; Time: 5:00 PM (IST);</b> queries may be sent by email to <a href="mailto:omc.geology@odishamining.in">omc.geology@odishamining.in</a>
4	Meeting with interested agencies	<b>Date: 20/10/2023; Time: 2:30 PM (IST);</b> Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective applicants
5	Clarifications of issues by OMC	<b>Date: 27/10/2023</b>
6	EOI due date (Last Date & Time of submission of EOI responses by interested Agencies)	<b>Date: 10/11/2023; Time: 4:00 PM (IST)</b>
7	Opening of EOI responses	<b>Date: 10/11/2023; Time: 5:00 PM (IST)</b>

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

## 2. Data Sheet

Sl. No.	Parameter	Details
1	Name of EOI	Empanelment of agencies for providing ground geophysical survey work for various Minerals block in different areas in Odisha and other states of India
2	Mode of EOI submission	Submission on e-tender portal of Government of Odisha ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> ) / Submission by sending mail to OMC ( <a href="mailto:omc.geology@odishamining.in">omc.geology@odishamining.in</a> )
3	Type of EOI	Global EOI
3	Application fee	Amount: NIL
4	Security Deposit	Amount: NIL
5	Nodal Officer	Name: Mr. Bharat Chandra Sahoo, General Manager (Exploration) Phone No.: 0674-2399914
6	E-mail address for submitting queries	<a href="mailto:omc.geology@odishamining.in">omc.geology@odishamining.in</a>
7	Address of OMC	Odisha Mining Corporation Limited Registered Office: OMC House, Bhubaneswar-751001 Tel: 0674 2399914
8	EOI No.	EOI No. OMC/E-PROC/EXPL/04/2023; dated: 11/10/2023

### 3. Disclaimer

- 3.1. This EOI is neither an agreement nor an offer by OMC to prospective applicants or any third party. The purpose of this EOI is to provide interested parties with information to facilitate their participation in the EOI process.
- 3.2. This EOI includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This EOI may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this EOI document may not be complete, accurate, adequate or correct. Each applicant must, therefore conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 3.3. Information provided in this EOI is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4. OMC, its employees and their consultants make no representation or warranty and shall have no liability to any person including any applicant 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 EOI, or any matter deemed to form part of this EOI, or arising in any way in relation to this EOI process.
- 3.5. Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI. OMC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this EOI.
- 3.6. The applicant should confirm that the EOI document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the applicants shall notify OMC immediately at the following address:

Registered Office: OMC House,  
Bhubaneswar-751001  
Tel: 0674 2399914  
[Email: omc.geology@odishamining.in](mailto:omc.geology@odishamining.in)

- 3.7. If no intimation is received within the last date for submission of queries, it shall be considered that the EOI Documents received by the applicants is complete in all respects and that the applicants is fully satisfied with the EOI Documents
- 3.8. No extension of time shall be granted to any applicant for submission of its EOI on the ground that the applicant did not obtain the complete set of the EOI document.
- 3.9. This EOI and the information contained herein are strictly confidential and privileged and are for the exclusive use of the applicants to whom it is issued. This EOI 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 EOI). In the event after the issue of the EOI, the recipient does not continue with its involvement in the EOI Process for any reason whatsoever, this EOI and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10. OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the EOI documents at any time during the EOI process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC (<https://omcltd.in>). It is the duty of applicants to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the EOI Process and any communication made in relation to the Bidding Process.
- 3.11. The applicants 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 applicants shall make the applicant's EOI response liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this EOI.
- 3.12. OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the EOI responses at any stage of the EOI process without assigning any reasons. Further OMC reserves the right to annul the EOI process and / or to reject any or all EOI responses at any stage prior to the issue of the LTE without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for OMC's action. The decision of OMC shall be final and binding in this regard.
- 3.13. Applicants shall not make any public announcements with respect to the EOI process or the EOI document. Public announcements, if any, are to be made with respect to the EOI process or this EOI shall be made exclusively by OMC. Any breach by an applicant in this regard shall be deemed to be in non-compliance with the terms and conditions of this EOI and shall render the EOI response liable for rejection. OMC's decision in this regard shall be final and binding on the applicant.
- 3.14. The applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI response including but not limited to preparation, copying, postage,

delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC, attending the “meeting with interested agencies” or any other costs incurred in connection with or relating to its EOI response. All such costs and expenses will remain with the applicant and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any applicant in preparation or submission of its EOI response, regardless of the conduct or outcome of the EOI process.

- 3.15. By responding to the EOI, the applicant shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the EOI. The applicant hereby expressly waives any and all claims in respect thereof.

#### 4. List of Abbreviations

Acronym	Definition
ALC	Assistant Labour Commissioner
CEO	Chief Executive Officer
DGMS	Directorate General of Mines Safety
DGPS	Differential Global Positioning System
DSC	Digital Signature Certificate
EMC	Evidence of Mineral Contents
EMD	Earnest Money Deposit
EOI	Expression of Interest
EPF	Employee Provident Fund
ESIC	Employees' State Insurance Corporation
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
IFSC	Indian Financial System Code
IST	Indian Standard time
LLP	Limited Liability Partnership
LOA	Letter of Award
LTE	Limited Tender Enquiry
MCDR	Mineral Conservation and Development (Amendment) Rules
MICR	Magnetic Ink Character Recognition
MMDR	Mines and Minerals (Development and Regulation) Act
NMET	National Mineral Exploration Trust
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
PIA	Project Implementing Agency
PSU	Public Sector Undertaking

Acronym	Definition
RFID	Radio Frequency Identification
RFP	Request for Proposal
STD	Subscriber trunk dialing
IP	Induced Polarization
EM	Electromagnetic
SP	Self-Potential
TD	Time domain
FD	Frequency domain
ER	Electrical resistivity

## 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”** mean all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of courts, tribunals, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either OMC or to the applicants;

5.2 **“Applicant”/ “Agency”** shall be Applicant / Agency who submits the EOI response with a view to execute the works on contract with OMC and shall include its personal representatives, successors and permitted assignees;

5.3 **“Authority”** shall mean OMC or its authorized representatives who have invited EOI responses from competent and interested parties for empanelment under OMC for providing ground geophysical survey work for various Minerals in different areas in Odisha and other states of India;

5.4 **“Authorized Signatory”** means the designated person of each agency authorized to represent the agency in all matters pertaining to its EOI response. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the EOI response to participate in all stages of the EOI Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the EOI Process;

5.5 **“EOI document”** or **“EOI”** means the documents issued by OMC vide EOI No. OMC/E-PROC/EXPL/04/2023 dated 11/10/2023 for Expression of Interest (EOI) for Empanelment of agencies for providing ground geophysical survey work for various minerals block in different areas in Odisha and other states of India and shall include any modifications, amendments/corrigenda or alterations or clarification thereto. The documents are as follows:

- (i) This EOI document
- (ii) Any corrigendum (a)/ addendum (a) and clarification(s) to the EOI document issued by OMC subsequent to the issue of the EOI document will also be considered an integral part of the EOI document. Any reference to the EOI document shall include such corrigendum(a)/ addendum(a) and clarification(s);

5.6 **“EOI due date”** shall mean the last date and time for submission of EOI responses, as

mentioned in the EOI Schedule as per this EOI;

5.7 "**EOI process**" shall mean the process governing the submission and evaluation of the EOI responses as set out in Section 7,8,9 & 10 of this EOI;

5.8 "**EOI response**" shall mean the documents submitted by an applicant pursuant to this EOI, including any additional information/clarifications required/ sought by OMC;

5.9 "**EOI Validity Period**" shall mean a period of 180 (one hundred and eighty) days from the EOI due date or such extended period as may be proposed by OMC to the applicants;

5.10 "**Financial Year**" means the 12 months starting from 1st April and ending on 31st March;

5.11 "**OMC**" shall mean Odisha Mining Corporation Limited, having its registered office at Bhubaneswar, Odisha –751 001

5.12 "**Turnover**" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.;

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the EOI document. Terms and expressions not defined anywhere in the EOI Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

## 6. Introduction

### 6.1 EOI Issuing Authority:

6.1.1. This EOI is being issued by OMC, a Government of Odisha Undertaking for inviting Expression of Interest (EOI) from interested/eligible agencies for empanelment to carry out ground geophysical survey work for various Minerals blocks in different areas in Odisha.

6.1.2. The decision of OMC with regard to the short-listing of agencies through this EOI shall be final and OMC reserves the right to reject any or all the applications without assigning any reason whatsoever, and no agency shall object/protest/demur/challenge the said decision of OMC in any manner whatsoever and no solicitation in this regard shall be entertained by OMC. OMC will empanel agencies in below three categories based on survey methods and quantum of work to be awarded per project.

Category	Survey methods	Quantum of work
Category A	1. Gravity 2. Magnetic 3. Induced polarization 4. Electromagnetic 5. Self-Potential 6. Electrical resistivity	1. Gravity survey more than 5000 grid points. 2. Magnetic survey more than 1000line km 3. IP survey more than 20-line km for TD or FD 4. EM survey more than 20-line km for TD or FD 5. Self-potential survey more than 300-line km 6. Resistivity survey more than 300-line km
Category B	1. Gravity 2. Magnetic 3. Induced polarization 4. Electromagnetic 5. Self-Potential 6. Electrical resistivity	1. Gravity survey between 2000-5000 grid points. 2. Magnetic survey between 500-1000 -line km 3. IP survey up to 20-line km for TD or FD 4. EM survey up to 20-line km for TD or FD 5. Self-potential survey between 100-300-line km 6. Resistivity survey between 100-300- line km
Category C	1. Gravity 2. Magnetic 3. Self-Potential 4. Electrical resistivity	1. Gravity survey below 2000 grid points. 2. Magnetic survey below 500- line km 3. Self-potential survey below 100- line km 4. Resistivity survey below 100- line km

Note that the above table is limited to guidelines only. OMC reserves the rights to open any survey to any category of vendor or any other survey which may not be listed to a group

of empaneled vendors. The decision will be taken looking into various constraints like urgency of work, or Geology/accessibility or any other constraints for the matter not listed here.

The award of specific survey project after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE) as per section 14 of this EOI. The geophysical survey project shall include survey activities as per terms and conditions of EOI and/or LTE for a single exploration block or multiple exploration blocks.

OMC reserves the right to split the quantity of work of a geophysical survey project between two or three agencies in an LTE. Exact details about splitting the quantity of work shall be provided in the respective LTE document.

The empanelment of applicants/agency in different categories shall be done based on their fulfilling the eligibility criteria as per section 7,8,9 & 10 of this EOI.

6.1.3. OMC reserves the right to float regular EOIs to empanel additional agencies.

## 6.2 Objectives of this Expression of Interest (EOI)

6.2.1 The objective of this EOI is to solicit applications from the eligible (qualifying eligibility criteria as per this EOI) agencies for empanelment as agencies for carrying out ground geophysical survey for multi-commodity/ Industrial minerals/ rocks in different areas in the State of Odisha (and if required for other states of India) as per Evidence of Mineral Contents (EMC) Rules, 2015 and Minerals (Evidence of Mineral Contents) Amendment Rules, 2021 during the tenure of empanelment.

## 6.3 Tenure of empanelment:

- 6.3.1 The tenure of the empanelment shall be 3 (three) years from the date of empanelment. However, empanelment period can be renewed further/ terminated at the discretion of OMC.
- 6.3.2 This EOI is for inviting the proposals and accordingly getting the agencies empaneled for the period as mentioned above. However, the work awarded may have the completion timeline beyond the tenure of empanelment.

## 7. Technical Eligibility Criteria

The agency/applicants eligible to participate in this EOI should fulfill the following Criteria:

### 7.1 Category – A

The companies who fulfill at least 3 of following 5 criteria for any geophysical methods:

Sr. No	Criteria	Required documents
7.1.1	The PIA must have patent or proprietorship of data acquisition & processing methodology for at least one geophysical survey method or at least one geophysical data acquisition equipment.	Valid Patent/OEM certificate for the equipment, processing & data acquisition methodology
7.1.2	The PIA must have experience of minimum 3 Large scale regional geophysical survey projects for mineral exploration totaling more than 200 Sq km/ 2000 Line kilometer in last 7 financial years.  Applicable 7 (seven) financial years shall be FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23	Relevant work orders or agreements containing the scope of services and quantum of work. and Project Completion certificate from their clients regarding successful completion of the services against above.  In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report, signed by client can be submitted.  Total quantum of the work must be mentioned either in the work order or agreement or in the completion certificate issued by the client/project summary report or in the certificate issued by the Statutory Auditor.  In case of ongoing projects, Partial completion certificate/project summary report clearly indicating the completed portion of the work signed by client can be submitted.  The agency shall provide the

		details as per Annexure 6
7.1.3	<p>The PIA must have at least 5 Technical experts having experience of more than 15 years in mineral exploration. They should be on regular payroll as full-time staff or as working shareholder of the company for last 3 years (Should be substantiated with CV signed by the employee and the management)</p>	<p>The agency shall provide CVs of professional.</p> <p>The agency shall provide details as per Annexure 7</p>
7.1.4	<p>The PIA should have proven record of their equipment/methods, which has been used in exploration of Tier I / Tier II deposit in last 3 years either by PIA or any other contractor.</p> <p>Applicable 3 (three) financial years shall be FY 2020-21, FY 2021-22 and FY 2022-23)</p>	<p>A certificate of use of technology from the end user or any published paper in reputed journal</p> <p>The agency shall provide the details as per Annexure 6</p>
7.1.5	<p>PIA should have invested at least INR 20 crores in Geophysical equipment.</p> <p>The amount will be exempted by 50% in case of Indian entity.</p>	<p>Copy of invoices against purchase of each instrument along with their specification &amp; price detail.</p> <p>In addition to that PIA can fill up Annexure 5</p>

## 7.2 Category – B

The Companies who fulfill at least 1 of Category -A (clause 7.1) and at least 3 of the following 5 criteria for any Geophysical Methods

S.No	Criteria	Required documents
7.2.1	<p>PIA should own at least 5 sets of equipment not older than 7 years*.</p> <p>Note: List of equipment and the specifications of the equipment will be evaluated for\in reference to obsolescence and OMC committee decision will be final.</p> <p>*7 years will consider from date of issuance of EOI document.</p>	<p>Copy of invoices against purchase of each instrument along with their specification.</p> <p>In addition to that PIA can fill up Annexure 5</p>
7.2.2	<p>PIA should have experience of at least 1 large scale regional geophysical survey project for mineral exploration covering minimum 200 Sq km/2000 Line kilometer in last 7 financial years.</p> <p>Applicable 7 (seven) financial years shall be FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23</p>	<p>Relevant work orders or agreements containing the scope of services and quantum of work. and</p> <p>Project Completion certificate from their clients regarding successful completion of the services against above.</p> <p>In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report, signed by client can be submitted.</p> <p>Total quantum of the work must be mentioned either in the work order or agreement or in the completion certificate issued by the client/project summary report or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, Partial completion certificate/project summary report clearly indicating</p>

		<p>completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>
7.2.3	<p>PIA should have experience of at least 3 medium scale geophysical survey projects totaling minimum 100Sq km/1000 Line Kilometer in last 7 financial years.</p> <p>Applicable 7 (seven) financial years shall be FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23</p>	<p>Relevant work orders or agreements containing the scope of services and quantum of work. And</p> <p>Project Completion certificate from their clients regarding successful completion of the services against above.</p> <p>In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report, signed by client can be submitted.</p> <p>Total quantum of the work must be mentioned either in the work order or agreement or in the completion certificate issued by the client/project summary report or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, Partial completion certificate/project summary report clearly indicating completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>
7.2.4	<p>PIA should have invested at least INR 10 crores in Geophysical equipment.</p> <p>The amount will be exempted by 50% in case of Indian entity.</p>	<p>Copy of invoices against purchase of each instrument along with their specification &amp; price detail.</p> <p>In addition to that PIA can fill up Annexure 5</p>

7.2.5	<p>PIA should have executed at least one single contract of minimum INR 5 crores.</p>	<p>Relevant contracts or Work Orders or Agreement containing the scope of services, value of contract; and Project Completion certificate from their clients/employers, regarding successful completion of the services.</p> <p>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>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>Total value of the project must be mentioned either in the work order or agreement or in the completion certificate issued by the client or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, partial completion certificate/project summary report clearly indicating the value and completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>
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### 7.3 Category – C

The Companies who fulfil atleast 1 of Category -B (clause 7.2) and at least 3 of following 5 criteria for any Geophysical Methods

S. No	Criteria	Required documents
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7.3.1	<p>PIA should own at least 2 sets of equipment not older than 7 years*.</p> <p>Note: List of equipment and the specifications of the equipment will be evaluated for\in reference to obsolescence and OMC committee decision will be final.</p> <p>*7 years will consider from date of issuance of EOI document.</p>	<p>Copy of invoices against purchase of each instrument along with their specification.</p> <p>In addition to that PIA can fill up Annexure 5</p>
7.3.2	<p>PIA should have experience of at least 1 medium scale geophysical survey project for mineral exploration covering a minimum of 50 Sq Km/500 Line Kilometer in the last 7 financial years.</p> <p>Applicable 7 (seven) financial years shall be FY 2016-17, FY 2017- 18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23</p>	<p>Relevant work orders or agreements containing the scope of services and quantum of work. And</p> <p>Project Completion certificate from their clients regarding successful completion of the services against above.</p> <p>In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report, signed by client can be submitted.</p> <p>Total quantum of the work must be mentioned either in the work order or agreement or in the completion certificate issued by the client/project summary report or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, Partial completion certificate/project summary report clearly indicating completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>

7.3.3	<p>PIA should have experience of at least 5 small-scale geophysical survey projects for mineral exploration totaling areas not less than 10 sq.km/100 Line kilometer in last 7 financial years.</p> <p>Applicable 7 (seven) financial years shall be FY 2016-17, FY 2017-18, FY2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23</p>	<p>Relevant work orders or agreements containing the scope of services and quantum of work. And</p> <p>Project Completion certificate from their clients regarding successful completion of the services against above.</p> <p>In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report, signed by client can be submitted.</p> <p>Total quantum of the work must be mentioned either in the work order or agreement or in the completion certificate issued by the client /project summary report or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, Partial completion certificate/project summary report clearly indicating completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>
7.3.4	<p>PIA should have executed at least one single contract of minimum INR 2.0 crores.</p>	<p>Relevant contracts or Work Orders or Agreement containing the scope of services, value of contract; and</p> <p>Project Completion certificate from their clients/employers, regarding successful completion of the services.</p>

		<p>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>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>Total value of the project must be mentioned either in the work order or agreement or in the completion certificate issued by the client or in the certificate issued by the Statutory Auditor.</p> <p>In case of ongoing projects, partial completion certificate/project summary report clearly indicating the value and completed portion of the work signed by client can be submitted.</p> <p>The agency shall provide the details as per Annexure 6</p>
7.3.5	<p>PIA should have invested at least INR 4 crores in Geophysical equipment.</p> <p>The amount will be exempted by 50% in case of Indian entity.</p>	<p>Copy of invoices against purchase of each instrument along with their specification &amp; price detail.</p> <p>In addition to that PIA can fill up Annexure 5</p>

## 8. Professional & Experience Eligibility Criteria

The agency/applicants eligible to participate in this EOI should fulfill the following Criteria:

### 8.1 Category – A

The Companies who fulfil atleast 3 of following 5 criteria for any Geophysical Methods

S. No	Criteria	Required documents
8.1.1	PIA should have a team of minimum 5 Geophysicist having more than 3 years' experience in Geophysical field data acquisition and 5 technicians/ operators having more than 5 years' experience in Geophysical field data acquisition on regular pay roll basis.	CV of the professionals  The agency shall provide details as per Annexure 7
8.1.2	PIA should have executed minimum 25 projects inlast 3 years.  Applicable 3 (three) financial years shall be FY 2020-21, FY 2021-22, and FY 2022-23.	Relevant work orders or agreements containing the scope of services.  Completion certificate from their clients regarding successful completion of the services against above. In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor or technical report submitted to client/project summary report signed by client can be submitted. In case of ongoing projects, Partial completion certificate/project summary report clearly indicating completed portion of the work signed by client can be submitted.  The agency shall provide the details as per Annexure 6

8.1.3	PIA should be headed by a well reputed Geophysicist having minimum 30 years' experience in Geophysical domain of mineral exploration. In addition, he/she must have minimum 10 papers published or case studies in international journal.	CV of the professional with the details of published papers. The agency shall provide details as per Annexure 7
8.1.4	PIA Should own survey equipment to perform at least 3 kind of geophysical survey methods. For example- Gravity, Magnetic, Resistivity, IP, EM.	Copy of invoices against purchase of each instrument along with their specification. In addition to that PIA can fill up Annexure 5
8.1.5	PIA should have experience of working in minimum 3 different Geological province	Copy of work order/project completion certificate/case studies/published papers

## 8.2 Category – B

The Companies who fulfil atleast 2 of Category -A criteria (clause 8.1)

## 8.3 Category – C

The Companies who fulfil atleast 1 of Category -A criteria (clause 8.1)

## 9. Financial Criteria

The agency/applicants eligible to participate in this EOI should fulfill the following Criteria:

### 9.1 Category-A

S. No	Criteria	Required documents
9.1.1	<p>i.) The average annual financial turnover of any 3 years in the last 7 financial years should be at least INR 5 Crore.</p> <p>ii.) At least three years of Profits on a balance sheet (before deducting tax) in the last 7 (seven) financial years.</p> <p>Applicable 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>I. Copies of audited financial statements for at least 3 profitable years having an average annual turnover of at least INR 5 crore.</p> <p>II. In case of unavailability of the audited financial statements of the latest financial year, the agency may submit unaudited financial statements, certified by its statutory auditor stating that the audit for the latest financial year has not been completed yet.</p> <p>III. In cases where the bidding company are not required to prepare audited financial statement as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the financial statement as per the accounting standards of the country of the bidding company, duly certified by the practicing-chartered accountant or equivalent. Copy of statements of account submitted to government/tax authorities along with proof of submission.</p> <p>Duly filled in form as set forth in Annexure 8.</p>

## 9.2 Category-B

S. No	Criteria	Required documents
9.2.1	<p>i.) The average annual financial turnover of any 3 years in the last 7 financial years should be at least INR 2 Crore.</p> <p>ii.) At least three years of Profits on a balance sheet (before deducting tax) in the last 7 (seven) financial years.</p> <p>Applicable 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>I. Copies of audited financial statements for at least 3 profitable years having an average annual turnover of at least INR 2 crore.</p> <p>II. In case of unavailability of the audited financial statements of the latest financial year, the agency may submit unaudited financial statements, certified by its statutory auditor stating that the audit for the latest financial year has not been completed yet.</p> <p>III. In cases where the bidding company are not required to prepare audited financial statement as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the financial statement as per the accounting standards of the country of the bidding company, duly certified by the practicing-chartered accountant or equivalent. Copy of statements of account submitted to government/tax authorities along with proof of submission.</p> <p>Duly filled in form as set forth in Annexure 8.</p>

### 9.3 Category-C

S. No	Criteria	Required documents
9.3.1	<p>i.) The average annual turnover of any 3 years in the last 7 financial years should be at least INR 1 Crore.</p> <p>ii.) At least three years of Profits on a balance sheet (before deducting tax) in the last 7 (seven) financial years.</p> <p>Applicable 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>I. Copies of audited financial statements for at least 3 profitable years having an average annual turnover of at least INR 1 crore.</p> <p>II. In case of unavailability of the audited financial statements of the latest financial year, the agency may submit unaudited financial statements, certified by its statutory auditor stating that the audit for the latest financial year has not been completed yet.</p> <p>III. In cases where the bidding company are not required to prepare audited financial statement as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the financial statement as per the accounting standards of the country of the bidding company, duly certified by the practicing-chartered accountant or equivalent. Copy of statements of account submitted to government/tax authorities along with proof of submission.</p> <p>Duly filled in form as set forth in Annexure 8.</p>

## 10. Other Non- Technical information:

S. No	Criteria	Required documents
10.1	The entity should have a constitution of Company/Partnership firm/LLP.	<p><u>For Indian entity</u></p> <p>Copies of</p> <ul style="list-style-type: none"> <li>a) Company (Private or Public) <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association</li> <li>• Articles of Association</li> </ul> </li> <li>b) Registered partnership firm <ul style="list-style-type: none"> <li>• Registration certificate</li> <li>• Deed of Partnership</li> </ul> </li> <li>c) LLP firm <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul> </li> </ul> <p><u>For foreign entity</u></p> <p>The bidders are to furnish documents regarding registration/incorporation with respective government agencies</p>
10.2	In case of Indian PIA, agency should have PAN & GST registration	Copy of PAN & Copy of GST registration certificate
10.3	In case of Foreign PIA, agency should have Tax ID of the respective country (country of residence)	Copy of Tax ID certificate
10.3	The PIA should not have been banned/blacklisted as on EOI due 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.	Copy of an undertaking to this effect in the format specified in Annexure 9 of this EOI.
10.4	A power of attorney / Board resolution with due authorization in the name of the person signing the bid.	<ul style="list-style-type: none"> <li>a) Power of Attorney (as per the format given in Annexure 3) in favor of the Authorized Signatory of the Bidder</li> <li>b) 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.</li> </ul>

## 11. Instruction to Agencies

- 11.1 The EOI shall be available on the state e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and the website of Odisha Mining Corporation (<https://omcltd.in>). There shall be no sale of hard copies of the EOI documents. EOI can be accessed by the applicants at the above websites and may be downloaded by them free of cost.
- 11.2 The EOI response by the applicants to be submitted on e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) or by sending e-mail to OMC mail Id ([omc.geology@odishamining.in](mailto:omc.geology@odishamining.in)).
- 11.3 If the applicants intending to participate in this EOI through e-portal of tenders Odisha, they are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).) For this, Bidder should select the option “Online bidder enrolment” in above website and duly fill up the enrolment form. In case of foreign bidder, Bidder type should be selected as “foreign”. This is a one-time activity for registering on the Government website. During registration, the Applicants will be required to attach a Digital Signature Certificate (DSC) to the Applicant’s unique user ID. The DSC used should be of appropriate class (Class III) issued from a registered Certifying Authority. The registration of Applicants on the portal shall be free of cost. The registration shall be in the name of the Applicant, whereas the DSC holder shall be the duly Authorized Signatory of the Applicant.
- 11.4 The Authorized Signatory of the agency should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to EOI response submission, including but not limited to sign and submit the EOI response and to participate in the EOI process on behalf of the agency. The format for the Power of Attorney is given in Annexure 3 of this EOI document. Each page of all documents submitted as part of the EOI Response should be initialed by the Authorized Signatory of the agency.

The Power of Attorney should be accompanied by certified true copy of Board Resolution of the Bidder.

- 11.5 Issue of clarifications: Applicant may also send their queries by email to OMC; queries received after the last date for sending queries (as per the Schedule for the EOI) may not be considered by OMC. The responses to the queries received shall be published by OMC on OMC website and/or also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the EOI documents; however, the source of queries shall not be mentioned.
- 11.6 Issue of corrigendum / amendment: At any time prior to the EOI due date, OMC may at its own initiative or in response to a query or clarification requested by a prospective agency, issue corrigendum/ amendment to the EOI documents, which shall be freely available for download on the website of OMC (<https://omcltd.in>) and also on the e- procurement portal of the Government of Odisha and the same shall also be considered to be part of the EOI. In order to give agencies a reasonable amount of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the EOI due date.

### **11.7 Acknowledgement by the agency:**

It shall be deemed that by submitting its EOI response, the agency has:

- i) received all relevant information requested from OMC;
- ii) accepted the risk of inadequacy, error or mistake in the information provided in the EOI documents or furnished by or on behalf of OMC relating to any of the matters related to this EOI or otherwise;
- iii) satisfied itself about the scope of empanelment services being followed by OMC, to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed EOI response;
- iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
- v) agreed to be bound by the undertakings provided by it under and in terms; and OMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI documents or the EOI process, including any error or mistake therein or in any information or data given by OMC.

**11.8 Right to accept or reject any/ all EOI:** Notwithstanding anything contained in the EOI, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the EOI response at any stage without assigning any reasons thereof. Further OMC reserves the right to annul the EOI Process and / or to reject any or all EOI response at any stage without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any EOI response if at any time, a material misrepresentation is made or uncovered or if the EOI response received is conditional or qualified.

**11.9 Language of the EOI Response:** The EOI response and all related correspondence and documents in relation to the EOI process shall be in the English language. Supporting documents and printed literature furnished by the agency with the EOI response 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 agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the EOI response, 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.

**11.10 EOI response to be submitted by Applicants:** The EOI response to be submitted by Applicants shall be as per the requirements of this EOI document.

**11.11 EOI response:** Applicant shall have to submit their EOI response on the e-procurement portal of the Government of Odisha. The EOI response should consist of clear and legible scanned copies of all the required documents and should be submitted within the EOI Due Date, as indicated in the Schedule for the EOI. The EOI response shall consist of the following:

- i) Cover letter in the format specified in Annexure 2 of this EOI;
- ii) Documents towards fulfillment of Eligibility Criteria: Please refer to Section 7,8,9 & 10 (Eligibility criteria) of this EOI for further details of documents to be submitted in this regard.
- iii) EOI response checklist as per Annexure 10
- iv) Any other document as applicable

Note:

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

**11.12 Material deviation**

**11.12.1** EOI response shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The EOI response is not in accordance with the formats given in this EOI.
- ii) The EOI response is not accompanied by all the documents required to be submitted in terms of this EOI document.
- iii) It does not contain all the information (complete in all respects) as requested in this EOI document (in accordance with the formats provided in this EOI document)

- iv) The EOI response is not accompanied by documentary evidence of the credentials of the applicant.
- v) The EOI response submitted by the applicant is conditional or qualified.
- vi) The EOI response is not valid for the minimum validity period of 180 (one hundred and eighty) days from the EOI due date or from the extended date, if any.
- vii) It is otherwise material deviations in terms hereof.

11.12.2 OMC may waive any nonconformity in the EOI response that does not constitute a material deviation, reservation, or omission. OMC may request that the agency submit information or documentation, within a reasonable period (Refer Clause 11.15.3), to rectify nonmaterial nonconformities in the EOI response related to documentation requirements. Failure of the agency to comply with the request of OMC by the date specified therein may result in the rejection of its EOI response. OMC, however, is not bound to waive such non-conformity under this Clause 11.12.2.

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

11.14 **Opening of EOI responses:** The EOI responses shall be opened as per the schedule indicated in the EOI Schedule

**11.15 Evaluation of EOI response:**

11.15.1 The EOI responses 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 EOI response is generally in order. It will be determined whether the EOI response is of acceptable quality, is generally complete and is substantially responsive to the EOI document. For purposes of this determination, a substantially responsive EOI response is one that conforms to all the terms, conditions, and specifications of the EOI document without any material deviations (as defined in Clause 11.12), objections, conditional or reservations.

11.15.2 EOI response, which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the agency by correction of the material deviations, as defined in Clause 11.12.

11.15.3 If required, OMC may ask the applicants to provide clarifications on the uploaded documents provided in the EOI response, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Evaluation of the EOI. Non submission of legible documents may render the EOI response nonresponsive. The authority inviting EOI response reserves the right to accept any additional document. Such clarifications shall be submitted by the applicant in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The applicants 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. No modification of the EOI response or any form of communication with OMC or submission of any additional documents, not specifically asked for by OMC will be allowed and even if submitted, they may not be considered by OMC.

11.15.4 The responsive EOI responses shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Section 7,8,9 & 10 of this EOI) and other requirements of the EOI, such as submission of all the requisite documents as listed in Clause 11.11.

11.15.5 Based on the evaluation of the EOI response as well as any shortfall documents submitted by the applicants within the timeframe allowed by OMC (Refer Clause 11.15.3), the list of technically qualified agencies for respective category shall be prepared who fulfil the eligibility criteria given in Section 7,8,9 & 10.

**11.16 Empanelment of agencies:** After completion of the evaluation of the EOI responses, OMC shall recommend the technically qualified agencies for empanelment and Letter shall be sent to successful agencies for empanelment. All agencies who are qualified shall be empaneled by OMC in the respective category.

**11.17 For Foreign entity**

11.17.1 Foreign entities are not necessary to provide the details of Indian PAN & GST registration certificate at the time of submission of EOI response. But they must

submit Indian PAN & GST registration certificate at the time of award of contract.

11.17.2 The bidder should have a representative in India at the time of award of contract, who is always accessible to OMC.

11.17.3 All the amounts mentioned in the supporting documents, which are provided by bidders for qualifying technical & financial eligibility criteria should be converted into INR, the conversion procedure as per clause 11.17.4

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

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

## **12. Termination of Empaneled agencies**

### **12.1 Termination by OMC**

OMC reserves the right to suspend any of the Services and/or terminate the empanelment in the following circumstances by giving 30 days' notice in writing:

- Agency becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings or
- If the performance of the agency is found to be non-satisfactory as per the terms and conditions laid down in the EOI/LTE;
- If the agency resorts to unfair practices;
- If the agency provides false information consciously;
- If OMC, in its sole discretion and for any reason whatsoever, decides to terminate the empanelment.

The agency shall be given a warning in writing and asked to improve its performance. If the performance is not improved within 30 days, OMC may terminate the empanelment after serving 30 days written notice for termination of empanelment.

## 13. Additional Information to agencies

### 13.1 The EOI document is not transferable.

### 13.2 Meeting with interested agencies

Applicants may seek clarification on this EOI document. Any request for clarification must be sent to [omc.geology@odishamining.in](mailto:omc.geology@odishamining.in) in below format.

S.no	PageNo	Section /Chapter No	Clause No/Point No	Original clause as per EOI document	Applicant's query

A meeting with interested agencies shall be organized by OMC; the date and time of the meeting is indicated in the Schedule for the Tender. Applicants wishing to attend the meeting should inform OMC by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the applicants who would be attending the meeting, at least 1 (one) working days before the meeting. OMC shall then send the invite for the meeting to the email-ids that OMC would be receiving.

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

### 13.3 Corrupt or Fraudulent Practices

13.3.1 Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the EOI and LTE process. Notwithstanding anything to the contrary contained herein, OMC may reject an EOI response without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the EOI process.

13.3.2 Without prejudice to the rights of OMC under Clause 13.3.1 herein above, if an applicant is found by OMC to have directly or indirectly or through an agent, engaged

or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the EOI process, such an applicant shall not be eligible to participate in any EOI/tender/RFP/LTE issued by OMC during a period of 2 (two) years from the date on which such applicant is found by OMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. OMC shall also take remedial measures against such applicant available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

13.3.3 For the purposes of this Clause 13.3, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the EOI process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of OMC who is or has been associated in any manner, directly or indirectly, with the EOI process or has dealt with matters concerning the EOI or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OMC, shall be deemed to constitute influencing the actions of a person connected with the EOI process); or (ii) engaging in any manner whatsoever, whether during the EOI process or afterwards, as the case may be, any person in respect of any matter relating to the project or the EOI, who at any time has been or is a legal, financial or technical adviser of OMC in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI process;
- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the EOI process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by OMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI process; or (ii) having a Conflict of Interest as defined in Clause 13.4;
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the EOI process; and
- f) "collusive bidding" or "bid rigging" means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of

services, which has the effect of eliminating or reducing competition for EOIs or adversely affecting or manipulating the process for bidding.

#### **13.4 Conflict of Interest**

An agency shall not have a conflict of interest (the “Conflict of Interest”) that affects the EOI Process. An agency found to have a Conflict of Interest shall be disqualified. An agency shall be deemed to have a Conflict of Interest affecting the EOI Process, if:

- i. An agency shall be liable for disqualification if any legal, financial or technical adviser of OMC in relation to this project is engaged by the agency (or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company, as the case may be) in any manner, during the EOI Process.

## **14. Methodology of engagement, after empanelment of qualified agencies:**

- 14.1** Whenever the need arises for OMC for ground geophysical surveys (outsource) for allotted exploration blocks, the empaneled agencies will be informed through email/post about the geophysical survey work and LTE.
- 14.2** The award of specific geophysical survey project after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE).
- 14.3** Limited Tender Enquiry (LTE) shall be floated/shared to the empaneled agencies in the respective categories of empanelment to invite the price bids.
- 14.4** The LTE document will contain all the information required to facilitate empaneled agencies (for surveys) to submit the price bid. The information will be on the detailed Scope of work, Block location, type of survey and their specifications, Time schedule, Deliverables, Special Conditions of Contract, General Conditions of Contract and the Payment terms, milestones for the job and other relevant information as applicable.
- 14.5** Acceptance of the bids, evaluation of offers received and placement of order will be as per the terms and conditions laid down in the Limited Tender Enquiry (LTE).
- 14.6** OMC reserves the right to allow Higher Category empaneled agency to participate in Lower category LTE. A being highest and C being lowest.

## 15. Scope of Work

### 15.1 Scope of Work

15.1.1 The selected agency/bidder of LTE has to undertake the following work of the ground geophysical surveys.

- a) The mobilization of all necessary equipment, transportation and shifting of equipment, preparation of temporary access to site/working area
- b) Providing sufficient technical staff with immense knowledge/experience in different survey methods which includes survey planning, data acquisition, processing of raw data and final map generation.
- c) Providing experienced geophysicist to interpret the processed maps for various commodities/rocks and identifying target zones for further exploration.
- d) Timely deliver the deliverable data as per LTE document. In case of proposed survey area is in private land the agency has to make his own arrangement for conduct survey in private land. It is the sole responsibility of the agency to conduct geophysical surveys in private land.
- e) Also, the arrangements of skilled & unskilled labor, accommodation and safety & securities of manpower & equipment are sole responsible for agencies.

15.1.2 Ground geophysical survey is required to be carried out for various commodities Greenfield and Brownfield, in various districts of Odisha and India. The geophysical survey work will be executed under supervision and direction of OMC (concerned region).

15.1.3 Location: Will be indicated by OMC as per allocated blocks under exploration and as per requirements of OMC.

15.1.4 Type of survey & Area: The type of survey & area of survey will be indicated in Limited Tender Enquiry (LTE) to the empaneled agency.

15.1.5 Survey Plan: The survey plan will be specified as required for target minerals/rocks like Iron Ore, Chromite, Manganese, Copper, Lead, Zinc, Gemstone, Gold, Graphite, Quartz/Quartzite, Fireclay, Soapstone, Pyrophyllite, Chinaclay, Limestone, Dolomite, Dunite, Granite, Pegmatite and other minerals/rocks as and when required.

## **15.2 Specifications:**

The ground geophysical surveys shall be taken up by the selected agency/bidder of LTE as per following specifications or better:

### **15.2.1 Gravity:**

- a) Gravimeter
  - Reading resolution – 0.001 mGal
  - Standard deviation – <0.005 mGal
  - Operating range – up to 8000 mGal without resetting
  - Residual long-term drift – <0.02 mGal / day
  - Automatic Tilt compensation - ±200 arc sec
  - Output – relative gravity
- b) DGPS
  - Accuracy of Location (DGPS) – 2 cm (±1cm)
  - Receiver accuracy in static mode – ±5mm + 0.5 ppm

### **15.2.2 Magnetic:**

- a) Rover magnetometer
  - Sensitivity – 0.1 nT or better
  - Resolution – 0.01 nT or better
  - Sample rate – 2 Hz or better
  - Tuning – 20,000 to 120,000 nT
  - Gradient tolerance – 10,000 nT/m
  - In built GPS with accuracy of <2m
  - Output-Total Magnetic Intensity data
- b) Base magnetometer
  - Sample rate – 1 Hz or better
  - Resolution – 0.1 nT or better
  - Tuning – 20,000nT to 90,000nT
  - Gradient tolerance – 1000 nT/m
  - Output – Total Magnetic Intensity data

### **15.2.3 IP:**

- a) Transmitter
  - Transmitter output range – 1000 V, 20A
  - Transmitter turnoff time – 125 µsec
  - Frequency range – DC to 8 kHz
  - Switch control – internal or external
  - External Motor generator – 5 kW
- b) Receiver

- Input impedance – 10 MΩ at DC
- Dynamic range – 190 dB
- Phase accuracy – 0.1 milliradians
- Min detectable signal – 0.03 µV
- Frequency range – 0.0007 Hz to 8 kHz
- Minimum receiver channels – 6
- Output – IP, resistivity and SP values

#### 15.2.4 EM:

- a) Transmitter
  - Transmit time domain signal – DC to 32 Hz
  - Transmit frequency domain signal – DC to 512 Hz
  - Current ranges – 10 A
  - Switching range – 250 nanoseconds
  - Depth penetration – > 500m
- b) Receiver
  - Input Impedance – 10 MΩ at DC
  - Phase accuracy – 0.1 milliradians
  - Minimum detectable signal – 0.03 µV
  - Output TDEM – rate of change of magnetic field dB/dt
  - Output FDEM – in phase, out phase and tilt angle

#### 15.2.5 SP

- a) High Input Impedance (>10MΩ) voltmeter with resolution of 0.1 mV
- b) Wide input ranges (more than 1000mV)
- c) Non-Polarizing porous pots (copper rod dips in copper sulphate solutions)
- d) Output – SP value

#### 15.2.6 Electrical Resistivity:

- a) Accuracy – 0.2%.
- b) Input impedance up to 100MΩ with resolution of 1 µV
- c) 60Hz noise rejection
- d) Readings – Current, Voltage, standard deviation
- e) Output – Apparent resistivity, current, resistance

#### Note:

Depending upon the field conditions and OMC requirement, OMC reserves the right of changing the technical parameters, scope of work and specifications. And the specification mentioned above is the minimum requirements.

### **15.3 The Period of Work**

Timely completion of the awarded work is the essence of the contract. Proposed work plan and timeline for execution of geophysical survey will be given by OMC to the agency in the LTE/LoA/work order and accordingly will advise the agency, the specific number of survey instruments to be deployed depending on the volume of the work. The zero date shall be counted from date of the issue of LoA/work order. Geophysical surveys will be carried out during daylight hours. The agency has to achieve the targeted survey area against different exploration blocks as per the timeline mentioned in the LTE.

### **15.4 Other Information & Conditions**

- 15.4.1 The scope of work (Clause 15.1) and specifications (Clause 15.2) may vary depending on requirement, priority of work and technical considerations at OMC option. In such case, details will be provided in LTE documents.
- 15.4.2 The work shall be commenced from non-forest areas and then for forest areas, the work shall be carried out after receipt of required forest permission. The terms and conditions of forest permission shall have to be adhered by the agency.
- 15.4.3 The agency shall be given maximum up to 30 days' time from the date of issue of LOA/work order, towards mobilization of machineries, manpower and site preparation to carry the work as per the scope on allotted exploration block/site as and where basis handed over by OMC. The agency has to complete the geophysical survey within target period (as given in LTE) from the date of issue of LOA/Work order or else the awarded work may be terminated with forfeiture of EMD and/or Performance Security, unless otherwise, the timeline is extended at the risk, cost and peril of the bidder.
- 15.4.4 The collected raw survey data should be shared with OMC either on a daily or weekly basis as mentioned in LTE document with production sheet.
- 15.4.5 The Processed raw data along with report should be submitted weekly or after completion in specific area/blocks as mentioned in LTE document.
- 15.4.6 Once the raw & processed data is approved by OMC, the field crew is allowed to move another area.

### **15.5 Sub-contracting**

15.5.1 Sub-contracting of Geophysical survey work shall not be allowed for technical part of the work, however logistics or any other administrative services which have no implication of quality of data acquisition/processing/interpretation can be sub-contracted.

## **15.6 Conditions of Contract**

15.6.1 The “General Conditions of Contract” as enclosed in the EOI at Annexure 1 shall form an integral part of the Limited Tender Enquiry (LTE) Document and will also form a part of the Work Order/Agreement placed against LTEs. The clauses of General Conditions of Contract may be amended in the LTE document. In the event of an inconsistency, the terms and conditions in the LTE document shall take precedence over the General Conditions of Contract given in Annexure 1 of this EOI.

## Annexure 1: General Conditions of Contract

### 1. Definitions

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

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site or exploration block" shall mean the place or places named in the LTE / Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by OMC;
- 1.4. "Service Provider" or "Contractor" or "Agency" or Successful bidder shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement

### 2. Scope of Services

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

### 3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMC.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMC.

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

**4. EMD:**

- 4.1. Depending upon the nature and quantity of work indicated in Limited Tender Enquiry (LTE), fresh EMD shall be submitted by the bidder at the time of submission of bid in response to LTE.
- 4.2. The agency, who are exempted to deposit EMD due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the EOI response while submitting online. The applicants, who does not submit EMD claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

**5. Performance Security:**

- 5.1. Agency to whom the LOA/Work order is issued shall be required to provide Performance Security. Performance Security amount shall be 10% of the contract value (excluding GST) or any other amount as deemed fit by OMC management. The Performance Security shall be released on successful completion of the contract work in all respect and on issue of final certification from OMC as stipulated in the LTE.
- 5.2. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the LTE document.
- 5.3. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
  - If the Service provider fails to undertake 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 the Agreement, or

- On breach of Service Order / Agreement by the Service Provider.

5.4. The proceeds of Performance Security shall be appropriated by OMC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies OMC may be entitled to as per terms and conditions of Service Order / Agreement.

5.5. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warrante/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

5.6. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

5.7. Further details regarding Performance security shall be provided in LTE document.

## **6. Service Order / Agreement Obligations**

6.1. If after award of the LoA/Work order, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), OMC reserves the right to cancel the in LoA/Work order and forfeit the EMD. Further, OMC reserves the right to approach the Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder. If the Bidder(s) who has submitted the next lowest Price Bid does not acknowledge the receipt of award and/or fails to furnish the Performance Security within the prescribed time limit (as the case maybe) then LoA/Work order may be cancelled by OMC at its sole discretion.

6.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.

6.3. 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.

## **7. Modification in Service Order / Agreement**

- 7.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by OMC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 7.2. OMC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

## **8. Use of Service Order / Agreement Documents & Information**

- 8.1. The Service Provider shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of OMC in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 8.2. The Service Provider shall not, without OMC's prior written consent, make use of any document or information enumerated in Clause 8.1 except for purpose of performing the Service Order / Agreement.

## **9. Patent Rights, Liability & Compliance of Regulations**

- 9.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.
- 9.2. The Service Provider shall indemnify OMC against all third-party claims of infringement of patent, trademark or industrial design rights arising from the services delivered by the Service Provider.
- 9.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely OMC from any claims/penalties arising out of any infringements.

## **10. Delivery of Services**

- 10.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the EOI and/or the LTE document.
- 10.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be null and void unless accepted by OMC.

## **11. Terms of Payment**

- 11.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the LTE document .
- 11.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 11.3. No advance shall be paid and no letter of credit shall be issued.
- 11.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 11.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 11.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

## **12. Subcontracting /out-sourcing/ sub-letting/ Assignment**

- 12.1. The Service Provider is not allowed to subcontract of technical 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 OMC for the services for which such subletting is sought. However, OMC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.  
Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

## **13. Cancellation of Service Order / Agreement**

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

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

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by OMC for the non-performance by the Service Provider. OMC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 13.1.

#### **14. Right to risk for procurement / rendering of services**

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

## **15. Force Majeure**

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

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

15.2. 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.

15.3. 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.

15.4. 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 LTE document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **16. Dispute Resolution**

16.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this EOI document or LTE document or the Service Order / Agreement (including its interpretation) between OMC and the Applicants/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 EOI/LTE 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 Applicants/Service Provider and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

16.2. **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.

## **17. Governing Language**

The Service Order / Agreement shall be written in English language as specified by OMC in the Instruction to Agencies. 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.

## **18. 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.

## **19. Permits & Certificates**

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

## **20. General**

- 20.1. 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.
- 20.2. 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 given in LTE.
- 20.3. Losses due to non-compliance of Instructions

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

- 20.4. Recovery of sums due

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

## **21. Liability and Indemnity**

- 21.1. Service Provider shall indemnify, defend, and hold OMC harmless against:
  - a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers and Service Providers, employees, servants or agents; and
  - b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable

Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and

- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Service Provider shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to OMC and in which case, the Service Provider shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

21.2. OMC remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **22. Publicity & Advertising**

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

## **23. Blacklisting**

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

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

- viii) If submission of false/fabricated/forged documents for consideration of an EOI/tender
- ix) Any other violation as may be decided by the Competent Authority

## **24. Insurance**

- 24.1. The Service Provider shall obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
  - I. loss of or damage to the works, plant and materials
  - II. loss of or damage to Equipment
  - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
  - IV. personal injury or death
- 24.2. 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.
- 24.3. If the Service Provider does not provide any of the policies and certificates required, OMC may take insurance which the Service Provider should have obtained and provided and recover the premiums from payments otherwise due to the Service Provider.

## **25. Statutory and Legal requirements**

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

## **26. Compliances to policies and standards adopted or to be adopted by OMC**

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

## **27. Safety**

- 27.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 27.2. OMC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMC as a result of such audit.
- 27.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMC without any delay.
- 27.4. The Service Provider shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Service Provider as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMC.

## **28. Responsibility of the Agency:**

- a) The agency will observe and submit necessary statutory returns as applicable: EPF Act, 1952; C. L. (R&A) Act, 1971; MMDR Act, 1957, MC Rules, 1960; MCDR, 1988; Forest Act, 1980; Environment Protection Act, 1986; other Acts, rules, statutory & legal orders applicable from time to time during the work period. This has to be also reported to the Project in charge of respective exploration blocks. The agency shall have to fulfil the provisions of labour laws, P.F. Act and rules, Contract Labour (Regulations and Abolition) Act 1970 pertaining to employment of labour and other statutory in force from time to time. The selected agency will be required to be registered with concerned ALC for the employment/engagement of workers

- b) It shall be the agency's responsibility to set up the camp for providing necessary accommodation to its Geophysical survey personnel nearest to the site at respective exploration blocks. Management of the Project affairs and providing logistic support including supply of water/electricity etc. to the personnel at camp shall be the responsibility of the agency.
- c) Power and water requirements are responsibility of agency
- d) The agency shall provide his own equipment's, experts, facilities and resources at his own cost etc. for carrying out the awarded work.
- e) Accommodation, site office: Agency shall make his own arrangement for accommodation/site office/ store etc. He shall deploy all supervisory & operation personnel and pay as per Contract Labour norms. OMC shall not carry any responsibility for the personnel deployed by the agency.
- f) The agency will provide necessary medical facilities to its workers and provide drinking water at its own cost.
- g) The agency shall report immediately to the Project In-charge in case of any major or minor accident to his worker or staff.
- h) The agency shall prepare daily and weekly progress report of geophysical survey and submit the raw & field processed data along with the report.
- i) The agency shall be liable for payment of compensation to workers under Workmen's compensation Act, 1923. Any payment, if made by OMC, shall be reimbursed if not deducted by OMC from the agency's dues.
- j) The agency shall make all necessary arrangements for commencement and carrying out of the geophysical survey by its own resources in accordance to the specifications, terms and conditions indicated herein/LTE.
- k) As and when required, the agency has to assist OMC to liaise with Government officials of other organizations.
- l) Handling of local problem of all nature (if any) for uninterrupted/ smooth execution of work.

- m) The agency shall undertake necessary pre-works required for conduct ground geophysical surveys, measurement of the co-ordinates for each data points if any as per the plan.
- n) The agency shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the works and provide experienced manpower having sound knowledge of tendered work.
- o) The agency shall take full responsibility for total stability and safety of all field operations and methods of execution of job as per the applicable laws and rules. The agency shall maintain a record as specified in the EOI/LTE.
- p) The successful agency shall have registration under GST Acts.
- q) QC shall be done by OMC's representative for entire process of the survey and results. Hence, agency shall co-operate with OMC partners for successfully completion of the geophysical surveys. No standby charges will be given for this purpose.
- r) In order to ensure proper co-ordination, the agency will nominate one authorized representative and communicate the name, address and contact number to OMC at the time of signing the agreement.
- s) In respect of all labourers employed by the agency in the exploration block, the agency shall comply with all legislations and rules of State and/or Central Government or other authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed for the works. The rules and other statutory obligations with regard to the wages, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the Agreement.

## 29. Responsibility of OMC

- a) OMC will provide the exploration survey blocks along with survey plan & specifications.
- b) OMC will provide the principal employer certificate to the agency if necessary, for obtaining labour license.
- c) The Project in charge will verify all the statutory records/ returns of the agency from time to time.

- d) OMC will facilitate/provide all statutory clearance including forest clearance for survey areas.

**30. Other Terms & Conditions:**

- a) The site in-charge of the agency shall submit the daily, weekly and monthly progress report of the geophysical survey work to the QC Head of Geophysics, duly certified by Site Project in charge. A copy of monthly progress report must be forwarded to the Director (Geology), HO within first week of succeeding month by the agency, duly certified by site Project in-charge of OMC.
- b) The Geophysical survey should be undertaken as per the LoA/Work order issued/LOA & specifications given in the EOI/LTE. Any deviation to the same without consent of OMC's QC Geophysicist may lead to termination/cancellation of the contract. However, depending upon the field conditions, OMC reserves the right of changing the technical parameters in case of requirement.
- c) In case the agency fails to achieve the desired specification mentioned in EOI/LTE as directed by the site Project in-charge/QC team and no cost for the incomplete line or area shall be paid by OMC.
- d) The Raw & processed data shall be submitted to QC team separately, along the report. If the data is mismatched with any given specification, the agency should resurvey the area without any additional payment.
- e) A register is to be maintained at site (instrument wise) on daily basis to record production of geophysical surveys
- f) OMC shall not be responsible for any geophysical instrument failure/or accessories lost in the field and loss of time due to replacing instrument.
- g) The agency shall ensure the proper conduct of the persons deployed by him for maintaining harmonious relationship with the local people.
- h) In case OMC desires to carry out any activities in connection with the geophysical surveys which are not specifically included in the scope of work, the rates for such activities will be mutually decided as and when required on need basis.
- i) Should there be a decision to leave the survey area before achieving the target; the payment shall be made for actual area covered.

- j) OMC reserves all the right to terminate the Agreement/LoA/Work Order at any point of time, on imposition of penalty, if the progress, precision & quality of the geophysical survey work are found not to be satisfactory during the periodical assessment.
- k) In case of stoppage of geophysical survey work due to reasons beyond the control of agency waiver of penalty may be considered at OMC's discretion.
- l) OMC may change the boundary of survey area within the exploration block, if required. Agency has to carry out the work at the modified boundary area.

**31. Accident or Injury to Workmen:**

OMC shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to technical staff or any other person in the employment of the agency, save and except for accident or injury resulting from any act or default of OMC. The agency shall indemnify and keep indemnified OMC against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.

**32. Inspection of Work:**

The empanelled agency should provide all the equipment's and accessories as stipulated in the EOI document/LTE document or any other equipment / material for execution of the scope of work, the empanelled agency should confirm that the equipment's as required under the EOI/LTE are in good working condition and are capable of doing all services required in the EOI as per technical specifications and drawings. After the award of work through LTE (Limited Tender Enquiry) the successful agency shall have to confirm while deploying the survey instruments, the technical specifications indicated in the qualifying bid documents, which are subject to inspection by OMC. Any deviation not acceptable to OMC is liable for outright rejection. Hence, competent officials of OMC will have the authority to inspect the work anytime, anywhere including the premises of the firm/agency executing the work. The agency shall extend every facility and assistance to carry out such inspection.

**33. Penalty:**

Penalty shall be imposed as below after finalization of LTE:

- a) In case the selected agency discontinues/quits the work in any point of time after starting the work, the LoA/work order/contract may be terminated along with forfeiture of the EMD and/or performance security, at sole discretion of OMC. Further, OMC reserves the right to approach the Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder. If the Bidder(s) who has submitted the next lowest Price Bid fail to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 7 (seven) days then LoA/Work order may be cancelled by OMC at its sole discretion. Further, OMC may float the LTE again or go for an open tender for remaining work as the risk and cost of L1 bidder (Bidder who quoted lowest price while submitting the LTE) of the LTE.
- b) Geophysical survey production to be monitored on weekly basis and/or target period as per LTE. Since Exploration is time bound project & it's pertinent that work has to be completed in stipulated time as per required specifications. In case of nonachievement, penalty may be imposed on the service provider by OMC.
- c) In case agency discontinues/quits the work due to reasons beyond control of agency penalty may be waived subject to approval of competent authority of OMC
- d) Detailed penalty terms shall be provided in LTE document after this EOI stage.

#### **34. Liquidated damages (LD)**

- 34.1. If the Service Provider fails to deliver the services within the target period as provided in LTE and any extension given by OMC at its sole discretion, unless such failure is due to force majeure situation, liquidated damages (LD) shall be imposed by OMC on the Service Provider. Liquidated damages shall be 0.5 % (or any other value as decided by OMC) per week (or per month/quarter as decided by OMC) of the delayed portion or part thereof subject to maximum of 10% of the total Contract value (excluding taxes). However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the Service Order / Agreement. GST on LD shall be recovered in addition to the LD amount.
- 34.2. OMC also reserve the right to terminate the contract and forfeit the EMD and/or performance security in case the selected agency fails to start and/or complete the work as per target period and terms and conditions mentioned in this EOI and/or LTE. Further, OMC also reserves the right to approach the Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the

same, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder. If the Bidder(s) who has submitted the next lowest Price Bid fail to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 7 (seven) days then LoA/Work order may be cancelled by OMC at its sole discretion. Further, OMC may float the LTE again or go for an open tender for remaining work as the risk and cost of L1 bidder of the LTE.

- 34.3. Any waiver of LD shall be at the sole discretion of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
- 34.4. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.
- 34.5. In case of delay and/or shortfall in achievement of target caused due to reasons beyond control of agency penalty/LD may be waived subject to approval of competent authority of OMC.

### **35. Suspension/Holidaying**

16.1.1 OMC reserve the right to not allow any agency to participate in next 3 (three) LTE floated/shared by OMC if the agency:

- i. fail to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 7 (seven) days from the date of issuance of LoA/Work order
- ii. fail to provide performance security within a period of 15 (fifteen) days from the date of issuance of LoA/Work order
- iii. fail to sign the agreement within a period of 30 (thirty) days from the date of issuance of LoA/Work order
- iv. do not mobilize the manpower and/ or machineries as per time period specified in this EOI or
- v. do not start and/or complete the work as per target period mentioned in LTE or
- vi. do not carry out the work as per scope and specification given in this EOI/LTE .

### **36. Taxes on Payment to agency:**

Income Tax and other taxes, if any, which may be due, shall be to the account of agency. OMC shall make recoveries from payments as per the statutory requirements, and as in force from time to time, and provide the agency with certificate of recoveries and

remittances on this account. However, the Payment terms specified in the LTE/LoA/Work order will be the final and binding to the agency.

## Annexure 2: Format for Covering Letter

(To be submitted on the letterhead of the agency)

Letter No. [●]

Dated: [●]

From

Applicant's/ Name and Address Details of Authorized Signatory

Name : [●]

Designation : [●]

Telephone No. : [●]

Mobile No. : [●]

Fax No. : [●]

E-mail : [●]

To

General Manager (Exploration),

OMC,

Registered Office: OMC House,

Bhubaneswar-751001

Tel: 0674 2399914

Dear Sir,

Subject: Submission of EOI response for Empanelment of agencies for providing ground geophysical survey work for various Minerals in different areas in Odisha and other states of India

1. With reference to your **EOI No. OMC/E-PROC/EXPL/04/2023 dated 11/10/2023**, we have examined the EOI document, and understood their contents and hereby submit our EOI response for Empanelment of Agencies for providing ground geophysical survey work for various Minerals in different areas in Odisha and other states of India. Our EOI response is unconditional and unqualified. We are submitting our EOI response as part of the requirements of the EOI process.
2. {We, [●] 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 [●], India or a Proprietorship firm and having its registered office at [●] (hereinafter referred to as the “applicant”) are hereby submitting our EOI response

3. We acknowledge that OMC will be relying on the information provided in the EOI document and the documents accompanying the EOI response and we certify that all information provided in the EOI response are true and correct; nothing has been omitted which renders such information misleading or suppression of material facts; and all documents accompanying the EOI response are true and authenticated copies of their respective originals.
4. This EOI response is being submitted for the express purpose of our participation in the EOI process for Empanelment of providing geophysical survey work for various Minerals in different areas in Odisha and other states of India.
5. We shall make available to OMC any additional information it may find necessary or require to supplement or authenticate our EOI response.
6. We acknowledge the right of OMC to reject our EOI response without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by the Applicable Laws, my/our right to challenge the same on any account whatsoever.
7. We certify that in the last 3 (three) years, we have neither failed to perform or execute any contract, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part for any reason whatsoever.
8. We declare that:
  - a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
  - b. We have full power and authority to execute, deliver and perform its obligations under this EOI and to carry out the transactions contemplated hereby;
  - c. We have financial standing and capacity to undertake the Project;
  - d. We undertake that the EOI is subject to the laws of India and we expressly and irrevocably waive any immunity in any jurisdiction in respect thereof;
  - e. We declare that there are no actions, suits/proceedings, enquires/investigations pending against us that will materially affect our performance under this EOI, to the best of our knowledge;
  - f. We further declare that we have no knowledge of any violation or default with respect of any order, writ, injunction or any decree of any court or any legal binding order of any government agency or of any public sector utility, tribunal or forum

which may result impairment of the performance of the obligations and duties, if selected;

- g. We have examined and have no reservations to the EOI document, including any corrigendum/ addendum issued by OMC;
- h. We do not have any conflict of interest in accordance with this EOI;
- i. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 13.3 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with OMCor any other public sector enterprise or any government, Central or State; and
- j. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 13.3 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. We understand that OMC may cancel the EOI process at any time and that OMC is neither bound to accept any EOI response that OMC may receive nor to issue the LTE to the applicants, without incurring any liability to the applicants, in accordance with terms & conditions of the EOI document.

10. We certify that in regard to matters other than security and integrity of the country, we/ or our related parties have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which is opposed to public policy.

11. We further certify that in regard to matters relating to security and integrity of the country, we/ or our related parties have not been charge-sheeted by any Government or convicted by a court of law.

12. We further certify that no investigation by a regulatory authority is pending either against us/ or against our CEO/MD/Key managerial personnel (as defined in Companies Act 2013). The same applies to our related parties also.

13. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the EOI process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI, we shall intimate OMC of the same immediately.

14. The EOI response submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from the EOI due date or any extension thereof as obtained by OMC.

15. We further declare that by submitting this EOI response, we agree to be bound by the terms and conditions of the EOI document.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory) Name:

Designation:

Common Seal:

Date:

Place:

### Annexure 3: Format for Power of Attorney for authorized signatory

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 EOI response against the **EOI No. OMC/E-PROC/EXPL/04/2023** dated 11/10/2023 published by OMC for the "Empanelment of Agencies for providing ground geophysical survey work for various Minerals in different areas in Odisha and other states of India", 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 ..... 2023.

FOR \_\_\_\_\_

(Sign and Seal)

(NAME, TITLE, ADDRESS)

WITNESS:

1.

2.

(ACCEPTED)

(Sign and Seal)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

## Annexure 4: Details of Agency

EOI No: OMC/E-PROC/EXPL/04/2023	Date: 11/10/2023
Legal Name & Nature of Business	
Type of Legal entity: Company/ Partnership firm/ Limited Liability Partnership	
Contact details:	
a) Authorized Person	
b) Complete Address With name & Designation	
c) Telephone/Mobile No.	
d) Fax No.	
e) E-Mail	
Authorized/Subscribed And paid up Capital	
Name & Address of Directors/Chief Executive Proprietor (Contact No.)	
Name, Designation and Address of the Authorized Person to Sign the EOI response	
Particulars of Bankers *	
a) Name of Bank	
b) Name of Branch, Branch Code & address with Pin Code No., Telephone No. With STD Code and FAX No.	
c) Nature of Account. i.e. SB/Current/CC	
d) Account No.	
e) 9 Digit MICR No.	
f) 11 Digit IFSC Code of Beneficiary Bank	
PAN number*	
Tax ID*	
Email address of Bank for Intimation regarding release of payment	
GST Registration number*	
EPF Registration No*	

\*Enclose self-attested documentary proof

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 5: Details about Survey Instruments

S. No	Type of geophysical survey	Equipment type	Equipment model name	Version of equipment & Year	Invoice number & Date	Price (any other currency)	Price (USD)	Price (INR)	Owned /Hired
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
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16.									
17.									
18.									
19.									
20.									
21.									
22.									
23.									
24.									
25.									
26.									
27.									
28.									
29.									
30.					Total				

\*\*Conversion rate as per clause 11.17.4

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 6: Work Experience in applicable financial years

Sl. N. o.	Name & address of the client	Brief description of geophysical survey work awarded	Work Order/LoA/Agreement No. & Date	Periods		Quantum of work (area in sq.km)	Total contract value (in any other currency)	Total contract value (in USD)	Total contract value (in INR)
				From	To				
1									
2									
3									
4									
5									

(Note: The number of case studies/published papers can be listed below this table)

\*\*Conversion rate as per clause 11.17.4

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 7: Professional experience

S.No	Name	Designation	Experience	
			From	To
1				
2				

Note: The CVs of experienced professional should be attached

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 8: Financial Status of the Agency

1. Name of Agency:
2. Year of establishment:

**Turnover and profit are to be provided in the table below.**

Sl. No.	Year	Turn over (any other currency)	Turn over (USD)	Turnover (INR)	Profit (any other currency)	Profit (USD)	Profit (INR)
1	FY 2016-17						
2	FY 2017-18						
3	FY 2018-19						
4	FY 2019-20						
5	FY 2020-21						
6	FY 2021-22						
7	FY 2022-23						
	<b>Total</b>						

The applicant is required to submit supporting documents in support of qualifying criteria (Refer Clause 9).

\*\* Profit considered from balance sheet before deducting the Tax.

\*\*Conversion rate as per clause 11.17.4

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 9: Format of Affidavit

Sub: EOI No. OMC/E-PROC/EXPL/04/2023

Date: 11/10/2023

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

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

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

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

Signature of the Authorized Signatory of the Bidder with Seal

Date:

Place:

## Annexure 10: Check-list for the EOI response

(To be enclosed with the EOI response)

Sl. No.	Documents to be submitted	Complied	Documents
1.	Signed copy of this check-list – Annexure 10- with stamp		
2.	Cover letter – Annexure 2		
3.	Power of Attorney – Annexure 3		
4.	Documents towards fulfillment of Technical Criteria – Annexure 5, Annexure 6 and Annexure 7 along with supporting documents (Ref: Clause 7,8,9 & 10)		
5.	Documents towards fulfillment of Financial Criteria – Annexure 8 along with supporting documents (Ref: Clause 9)		
6.	<p>Entity proof –Annexure 4 along with the following (Ref: Clause 10)</p> <p><u>For Indian entity</u></p> <ul style="list-style-type: none"> <li>a) Company (Private or Public) <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association</li> <li>• Articles of Association</li> </ul> </li> <li>b) Registered partnership firm <ul style="list-style-type: none"> <li>• Registration certificate</li> <li>• Deed of Partnership</li> </ul> </li> <li>c) LLP firm <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Deed of Partnership</li> </ul> </li> <li>e) Proprietorship firm <ul style="list-style-type: none"> <li>• Registration certificate as applicable</li> </ul> </li> </ul> <p><u>For foreign entity</u></p> <p>The bidders are to furnish documents regarding registration/incorporation with respective government agencies.</p>		
7.	Copy of Tax ID (in case of foreign entity)		
8.	Copy of PAN		
9.	Copy of GST registration certificate		
10.	Affidavit – Annexure 9		

Date

Signature of the Authorized Signatory of the Bidder with Seal