



**Expression of Interest (EOI)
For**

**Empanelment of
agencies for core drilling work for various
minerals in different areas in Odisha and
other states of India**

ODISHA MINERAL EXPLORATION CORPORATION LIMITED

EOI No. 14/OMECL/e-PROC/2022-23 Dated: 19.06.2022



NOTICE FOR EXPRESSION OF INTEREST (EOI)

EOI No. 14/OMECL/e-PROC/2022-23

Date: 19.06.2022

1. Odisha Mineral Exploration Corporation Limited (OMECL), Bhubaneswar, a Government of Odisha undertaking, invites “Expression of Interest” (EOI) for empanelment of agencies for carrying out Exploratory Core Drilling 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 drilling work of OMECL.
2. In order to put it in fast track, the entire process of tendering, OMECL intends to shorten the time frame by creating “resource pool”, thereby tendering amongst empanelled agencies. Based on area, location and commodities and requirement for core drilling, 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 drilling 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) and on the omecl 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.

Sl. No.	Events / Parameters	Tentative Schedule / Details
1.	Name of EOI	Empanelment of agencies for core drilling work for various Minerals in different areas in Odisha and other states of India
2.	Availability of EOI on the e-tendering portal of Government of Odisha	19.06.2022; Time: 11:00 AM (IST)
3.	Last date for sending queries to OMECL	Date: 04.07.2022; Time: 5:00 PM (IST) ; queries may be sent by email to omecloffice@gmail.com
4.	Meeting with interested agencies	Date: 08.07.2022; Time: 2:30 PM (IST) ; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective applicants

5.	Issue of responses to queries, addendum/ corrigendum, if required	Date: 15.07.2022
6.	EOI due date (Last Date & Time of submission of EOI responses by interested Agencies)	Date: 05.08.2022 ; Time: 05:00 PM
7.	Opening of EOI responses	Date: 06.08.2022 ; Time: 03:00 PM
8.	Application fee	Amount: NIL
9.	Security Deposit	<p>Amount: INR 1,00,000 (Rupees One Lakh only)</p> <p>Payable in the form of Demand Draft drawn in favour of the "Odisha Mineral Exploration Corporation Limited", payable at Bhubaneswar</p> <p>Agencies who were empanelled by OMECL through previous EOI "<i>Empanelment of Agencies for Drilling work for various Minerals in different areas in Odisha and other states of India</i>" vide EOI 06/OMECL/2019 dated 03.12.19 and interested to participate in this EOI do not have to pay Security deposit. OMECL will use previous amount of INR 1,00,000 as security deposit for this EOI.</p>

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) and on the website of OMECL (www.omecl.in). OMECL reserves the right to reject any or all EOIs without assigning any reason thereof.

Sd/-

Director (Geology)

OMECL

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. Eligibility Criteria	16
8. Instruction to Agencies	23
9. Termination of Empanelled agencies	30
10. Additional Information to agencies	31
11. Methodology of engagement, after empanelment of qualified agencies:.....	34
12. Scope of Work	37
Annexure 1: General Conditions of Contract.....	42
Annexure 2: Format for Covering Letter.....	61
Annexure 3: Format for Power of Attorney.....	65
Annexure 4: Details of Agency	66
Annexure 5: Details about Machine	67
Annexure 6: Work Experience During Last Three Financial Years.....	68
Annexure 7: Work Experience of drilling for different minerals in last 10 years	69
Annexure 8: Financial Status of the Agency	70
Annexure 9: Format for Affidavit.....	71
Annexure 10: Check-list for the EOI response	72
Annexure 11: Plastic Core Tray Specifications.....	73

1. EOI Schedule

Sl. No.	Events / Parameters	Tentative Schedule / Details
1	Publication of advertisement in newspapers	Date: 19.06.2022
2	Availability of EOI on the e-tendering portal of Government of Odisha	19.06.2022; Time: 11:00 AM (IST)
3	Last date of sending queries to OMECL for discussion during the meeting with interested agencies	Date: 04.07.2022; Time: 5:00 PM (IST) ; queries may be sent by email to omecloffice@gmail.com
4	Meeting with interested agencies	Date: 08.07.2022; Time: 2:30 PM (IST) ; Venue: To be held via Video Conferencing (VC) – Link shall be shared via email with the prospective applicants
5	Issue of clarifications by OMECL, post the meeting with interested agencies	Date: 15.07.2022
6	EOI due date (Last Date & Time of submission of EOI responses by interested Agencies)	Date: 05.08.2022; Time: 05:00 PM
7	Opening of EOI responses	Date: 06.08.2022; Time: 03:00 PM

Any change to the above schedule shall be notified on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMECL (www.omecl.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 core drilling work for various Minerals in different areas in Odisha and other states of India
2	Mode of EOI submission	Submission on e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
3	Application fee	Amount: NIL
4	Security Deposit	<p>Amount: INR 1,00,000 (Rupees One Lakh only)</p> <p>Payable in the form of Demand Draft drawn in favour of the "Odisha Mineral Exploration Corporation Limited", payable at Bhubaneswar</p> <p>Agencies who were empanelled by OMECL through previous EOI "<i>Empanelment of Agencies for Drilling work for various Minerals in different areas in Odisha and other states of India</i>" vide EOI 06/OMECL/2019 dated 03.12.19 and interested to participate in this EOI do not have to pay Security deposit. OMECL will use previous amount of INR 1,00,000 as security deposit for this EOI.</p>
5	Nodal Officer	Name: Mr. Shailender Sinha, Director (Geology) Phone No.: 0674-2399914
6	E-mail address for submitting queries	omecloffice@gmail.com
7	Address of OMECL	Odisha Mineral Exploration Corporation Limited 3rd floor, Boyan Bhawan, Unit-3, Pandit Jawaharlal Nehru Marg Bhubaneswar, 751001, Odisha
8	EOI No.	EOI No. 14/OMECL/e-PROC/2022-23 dated 19.06.2022

3. Disclaimer

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

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

- 3.7. If no intimation is received within the last date for submission of 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. OMECL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in 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 OMECL (www.omecl.in). It is the duty of applicants to visit the e-procurement portal and the website of OMECL 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 OMECL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMECL with respect to this EOI.
- 3.12. OMECL 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 OMECL 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 OMECL's action. The decision of OMECL 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 OMECL. 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. OMECL'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 OMECL, 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 OMECL 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
OMECL	Odisha Mineral Exploration Corporation Limited
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RFID	Radio Frequency Identification
RfP	Request for Proposal

Acronym	Definition
STD	Subscriber trunk dialing

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 OMECL 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 the OMECL and shall include its personal representatives, successors and permitted assignees;
- 5.3. **“Authority”** shall mean the OMECL or its authorized representatives who have invited EOI responses from competent and interested parties for empanelment under the OMECL for core drilling 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 OMECL vide EOI No. **14/OMECL/e-PROC/2022-23** dated **19.06.2022** for Expression of Interest (EOI) for Empanelment of agencies for core drilling work for various Minerals 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 OMECL 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 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 OMECL;
- 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 OMECL to the applicants;
- 5.10. **“Financial Year”** means the 12 months starting from 1st April and ending on 31st March;
- 5.11. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.12. **“OMECL”** shall mean the Odisha Mineral Exploration Corporation Limited, having its registered office at Bhubaneswar, Odisha –751 001 and shall include its successor and assignees or its representatives;
- 5.13. **“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 the OMECL, a Government of Odisha Undertaking for inviting Expression of Interest (EOI) from interested/eligible agencies for empanelment to carry out core drilling work for various Minerals in different areas in Odisha and other states of India.
- 6.1.2. The decision of OMECL with regard to the short-listing of agencies through this EOI shall be final and OMECL 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 OMECL in any manner whatsoever and no solicitation in this regard shall be entertained by OMECL. OMECL will empanel agency in below three categories based on the quantum of drilling work to be awarded per drilling project.

Category	Quantum of Drilling (meter)
Category A	Above 10,000
Category B	5001 - 10,000
Category C	Up to 5000

The award of specific drilling project after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE) as per section 11 of this EOI. Drilling project shall include drilling activities as per terms and conditions of EOI and/or LTE for a single exploration block or multiple exploration blocks.

OMECL reserve the right to split the quantity of work of a drilling project between two or three agencies in an LTE. Exact details about splitting of quantity of work shall be provided in respective LTE document.

LTE shall be floated/shared category wise only. However, as per requirement OMECL reserves right to allow Higher Category empanelled agency to participate in Lower category LTE.

The empanelment of applicants/agency in different category shall be done based on their fulfilling the eligibility criteria as per section 7 of this EOI.

- 6.1.3. OMECL 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 Exploratory Core Drilling 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 OMECL.

6.3.2. This EOI is for inviting the proposals and accordingly getting the agencies empanelled for the period as mentioned above. However, the work awarded may have the completion timeline beyond the tenure of empanelment.

7. Eligibility Criteria

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

S. No	Criteria (Category A)	Criteria (Category B)	Criteria (Category C)	Required document
7.1.	Technical Criteria			
7.1.1.	<ul style="list-style-type: none"> The agency shall have minimum 30 numbers (own/hired) of core drilling machines out of which at least 15 should be Hydrostatic drills. The core drill machines indicated by the agency in the EOI should have the capacity to drill boreholes up to the Depth of 500 m in Soft, Medium hard and very hard formations in P/H/N Series. The Core drill machines should not be older than 10 (ten) years as on 31.05.2022 	<ul style="list-style-type: none"> The agency shall have minimum 10 numbers (own/hired) of core drilling machine out of which at least 5 should be Hydrostatic drills. The core drill machines indicated by the agency in the EOI should have the capacity to drill boreholes up to the Depth of 500 m in Soft, Medium hard and very hard formations in P/H/N Series. The core drill machines should not be older than 10 (ten) years as on 31.05.2022 	<ul style="list-style-type: none"> The agency shall have minimum 2 numbers (own/hired) of core drilling machine out of which at least 1 should be Hydrostatic drills. The core drill machines indicated by the agency in the EOI should have the capacity to drill boreholes up to the Depth of 300 m in Soft, Medium hard and very hard formations in P/H/N Series. The core drill machines should not be older than 10 (ten) years as on 31.05.2022 	<ul style="list-style-type: none"> Copy of invoices against purchase of each core drilling machine owned by agency. In case of hire, submit the copy of agreement/MoU with the supplying agency/lessor and invoices of the core drilling machine purchased by the supplying agency/lessor. Agreement/MoU shall be valid till 31-Aug- 2025. The agency shall provide the details as per Annexure 5

7.1.2.	The agency must have experience of core drilling work of average 30,000 m or more, in soft or medium hard or very hard formations for exploration in Bulk Commodities/ Industrial/ critical/strategy mineral/ rocks category, during last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22).	The agency must have experience of core drilling work of average 10,000 m or more, in soft or medium hard or very hard formations for exploration in Bulk Commodities/ Industrial/ critical/strategy mineral/ rocks category, during last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22).	The agency must have experience of core drilling work of average 5,000 m or more, in soft or medium hard or very hard formations for exploration in Bulk Commodities/ Industrial/ critical/strategy mineral/ rocks category, during last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22).	Self-attested copies of <ul style="list-style-type: none"> a) Relevant work orders or agreements containing the scope of services and drilling in meter. b) Completion certificate from their clients regarding successful completion of the services against above. c) In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor shall be submitted. d) Drilling meterage 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. e) The agency shall provide the details as per Annexure 6
7.1.3.	The agency shall have experience of drilling work in at	The agency shall have experience of drilling work in at	The agency shall have experience of drilling work in	Self-attested copies of

	<p>least 6 minerals mentioned below in last 10 years prior to 31.05.2022</p> <p><u>Minerals:</u></p> <p>Iron, Bauxite, Manganese, Chromite, Copper, Lead, Zinc, Gold, Limestone, Dolomite, Fireclay, Soapstone, Pyrophyllite, Quartz-Quartzite, Chinaclay, Dunite, Granite, Pegmatite, Graphite, Gemstone, Decorative stones.</p>	<p>least 4 minerals mentioned below in last 10 years prior to 31.05.2022</p> <p><u>Minerals:</u></p> <p>Iron, Bauxite, Manganese, Chromite, Copper, Lead, Zinc, Gold, Limestone, Dolomite, Fireclay, Soapstone, Pyrophyllite, Quartz-Quartzite, Chinaclay, Dunite, Granite, Pegmatite, Graphite, Gemstone, Decorative stones.</p>	<p>at least 2 minerals mentioned below in last 10 years prior to 31.05.2022</p> <p><u>Minerals:</u></p> <p>Iron, Bauxite, Manganese, Chromite, Copper, Lead, Zinc, Gold, Limestone, Dolomite, Fireclay, Soapstone, Pyrophyllite, Quartz-Quartzite, Chinaclay, Dunite, Granite, Pegmatite, Graphite, Gemstone, Decorative stones.</p>	<p>a) Relevant contracts or work orders or agreements 'containing the scope of services and "minerals" for which drilling activities is carried out.</p> <p>b) Completion certificate from their clients regarding successful completion of the services against above.</p> <p>c) In case, the agency fails to avail the completion certificate from their client, the proof of completion duly certified by its Statutory Auditor shall be submitted.</p> <p>d) "Minerals" for which drilling activities is carried out 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>e) The agency shall provide the details as per Annexure 7</p>
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7.2.	Financial Criteria			
7.2.1.	<p>i) Average annual turnover of the agency during the last 3 (three) financial years should be at least INR 6 Crore.</p> <p>ii) Net worth of the agency in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>Note: Applicable 3 (three) financial years – 2018-19 , 2019-20, and 2020-21</p>	<p>i) Average annual turnover of the agency during the last 3 (three) financial years should be at least INR 2 Crore.</p> <p>ii) Net worth of the agency in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>Note: Applicable 3 (three) financial years – 2018-19, 2019-20, and 2020-21</p>	<p>i) Average annual turnover of the agency during the last 3 (three) financial years should be at least INR 1 Crore.</p> <p>ii) Net worth of the agency in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>Note: Applicable 3 (three) financial years – 2018-19, 2019-20, and 2020-21</p>	<p>i. Copies of audited financial statements for the last 3 (three) Financial Years, 2018-19, 2019-20, and 2020-21.</p> <p>ii. In case the audited financial statements of the last financial year are not yet ready, the agency shall submit unaudited financial statements, certified by its statutory auditor stating that the audit for the last financial year has not been completed yet.</p> <p>iii. Duly filled in form as set forth in Annexure 8.</p>
7.3.	Other Criteria			
7.3.1.	<p>The agency can be either</p> <p>i) A Company incorporated under the provisions of the Companies Act, 1956/2013 or</p> <p>ii) a registered partnership firm, or</p>	<p>The agency can be either</p> <p>i) a Company incorporated under the provisions of the Companies Act, 1956/2013 or</p> <p>ii) a registered partnership firm, or</p>	<p>The agency can be either</p> <p>i) a Company incorporated under the provisions of the Companies Act, 1956/2013 or</p> <p>ii) a registered partnership firm, or</p>	<p>Copies of</p> <p>a) Company (Private or Public)</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association <p>b) Registered partnership firm</p> <ul style="list-style-type: none"> • Registration certificate

	iii) A Limited Liability Partnership (LLP) under Limited Liability Partnership Act of India, 2008	iii) A Limited Liability Partnership (LLP) under Limited Liability Partnership Act of India, 2008	iii) A Limited Liability Partnership (LLP) under Limited Liability Partnership Act of India, 2008 iv) Proprietorship firm	<ul style="list-style-type: none"> • Deed of Partnership c) LLP firm <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership d) Proprietorship firm <ul style="list-style-type: none"> • Registration certificate as applicable
7.3.2.	The agency should have valid PAN and GSTIN registration	The agency should have valid PAN and GSTIN registration	The agency should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3.	The agency should not have been not 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.	The agency should not have been not 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.	The agency should not have been not 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.	The agency shall furnish an undertaking to this effect in the format specified in Annexure 9 of this EOI.
7.3.4.	The agency should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labour Act.	The agency should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labour Act.	The agency should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labour Act.	Copy of valid EPF & ESI Registration certificate as applicable

7.3.5.	Security deposit	Security deposit	Security deposit	<ul style="list-style-type: none"> • Amount: INR 1,00,000 (Rupees One Lakh only) • Payable in the form of Demand Draft drawn in favour of the “Odisha Mineral Exploration Corporation Limited”, payable at Bhubaneswar • Agency have to submit the scanned copy of Demand Draft on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) while submitting the EOI response • Original Demand draft to be submitted in OMECL office address given in data sheet before the EOI due date
7.3.6.	Power of Attorney	Power of Attorney	Power of Attorney	Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the agency who shall also be the DSC holder.

Note :

- a. Bidding in the form of a consortium is NOT allowed.

- b. If the agency is a registered partnership firm, all conditions of Eligibility Criteria as stipulated in the EOI should be of the partnership firm and not of the individual partners
- c. If the agency is a Company, its eligibility criteria shall be evaluated on the basis of experience and eligibility of the Company itself. The experience and the eligibility of the Managing Director or any other Director in their name and identity shall not be reckoned as the experience and eligibility criteria of the Company
- d. If the agency is an LLP, its eligibility criteria shall be liable to be evaluated on the basis of experience and eligibility of the LLP itself. The experience and eligibility of the partners shall not be considered for evaluation.

8. Instruction to Agencies

- 8.1. The Applicants intending to participate in this EOI are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the 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 II or 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
- 8.2. The EOI shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMECL (www.omecl.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.
- 8.3. The EOI response by the applicants to be submitted on e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in).
- 8.4. 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.

8.5. Security Deposit:

- 8.5.1. A refundable Security Deposit of INR 1,00,000 (One Lakh only) in the form of Demand Draft drawn in favour of "Odisha Mineral Exploration Corporation Ltd" has to be submitted along with the EOI response.
- 8.5.2. Agencies who were empanelled by OMECL through previous EOI "Empanelment of Agencies for core Drilling work for various Minerals in different areas in Odisha and other states of India" vide EOI 06/OMECL/2019 dated 03.12.19 and interested to participate in this EOI do not have to pay Security deposit. OMECL will use previous amount of INR 1,00,000 as security deposit for this EOI.

- 8.5.3. Applications received without required Security Deposit will not be considered for evaluation.
- 8.5.4. For agencies who are not technically qualified, their Security Deposit shall be returned within 15 (fifteen) days from the date of announcement of empanelled agencies.
- 8.5.5. The Security Deposit of the empanelled agencies shall be kept till the completion of the entire empanelment period (tenure of empanelment) as per clause 6.3.
- 8.5.6. In case of cancellation of the EOI, the Security Deposit shall be refunded within 15 (fifteen) days from the date of cancellation.
- 8.5.7. The agency, who are exempted to deposit Security deposit 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 Security deposit claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.5.8. The Security Deposit shall be forfeited and appropriated by OMECL as a genuine pre-estimated compensation and damages payable to OMECL for, inter alia, time, cost and effort of OMECL without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
- if any of the documents submitted by an applicant as part of the EOI response is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the applicant is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the EOI evaluation process;
 - if the shortlisted agency fails to acknowledge and return to OMECL a signed copy of the order of empanelment within the timeframe allowed by OMECL;
 - If the applicant has otherwise committed any breach of the terms of this EOI document
 - Application is withdrawn during the EOI validity period.
 - if an agency engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice.
- 8.6. EOI validity period: The EOI response shall initially remain valid and binding on the agency for at least 180 (one hundred and eighty) days from the EOI due date, as given in the EOI Schedule. Any EOI response with a shorter validity period shall be rejected by OMECL.

Under exceptional circumstances, OMECL may in writing request the agencies to extend the EOI validity period of their EOI responses beyond 180 days as mentioned above. An agency may refuse the request of OMECL to extend their EOI response, without forfeiture of its Security Deposit and the Security Deposit of such agency will be returned to the concerned agency. However, such EOI responses will not be evaluated further.

- 8.7. Issue of clarifications: Applicant may also send their queries by email to OMECL; queries received after the last date for sending queries (as per the Schedule for the EOI) may not be considered by OMECL. The responses to the queries received shall be published by OMECL on its 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.
- 8.8. Issue of corrigendum / amendment: At any time prior to the EOI due date, OMECL 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 OMECL (www.omecl.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, OMECL may at its own discretion also extend the EOI due date.

8.9. Acknowledgement by the agency:

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

- i) received all relevant information requested from OMECL;
- ii) accepted the risk of inadequacy, error or mistake in the information provided in the EOI documents or furnished by or on behalf of OMECL relating to any of the matters related to this EOI or otherwise;
- iii) satisfied itself about the scope of empanelment services being followed by OMECL, 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 OMECL;
- v) agreed to be bound by the undertakings provided by it under and in terms; and

OMECL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or

relating to the EOI documents or the EOI process, including any error or mistake therein or in any information or data given by OMECL.

- 8.10. Right to accept or reject any/ all EOI: Notwithstanding anything contained in the EOI, OMECL 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 OMECL 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 OMECL's action. Decision of OMECL shall be final and binding in this regard. OMECL 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. 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) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the agency. Please refer to Clause 8.4 for further details

- iii) Demand Draft for payment of Security Deposit (Refer clause 8.5)
- iv) Documents towards fulfillment of Eligibility Criteria: Please refer to Section 7 (Eligibility criteria) of this EOI for further details of documents to be submitted in this regard.
- v) EOI response checklist as per Annexure 10
- vi) Any other document as applicable

Note:

OMECL 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 OMECL there under.

8.14. Material deviation

8.14.1. 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.

8.14.2. OMECL may waive any nonconformity in the EOI response that does not constitute a material deviation, reservation or omission. OMECL may request that the agency submit information or documentation, within a reasonable period of time (Refer Clause 8.17.3), to rectify nonmaterial nonconformities in the EOI response related to documentation requirements. Failure of the agency to comply with the request of OMECL by the date specified therein, may result in the rejection of its EOI response. OMECL, however, is not bound to waive such non-conformity under this Clause 8.14.2

8.15. 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 OMECL 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 OMECL 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.

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

8.17. Evaluation of EOI response:

8.17.1. 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 8.14), objections, conditional or reservations.

8.17.2. EOI response, which is not substantially responsive, may be rejected by OMECL, and may not subsequently be made responsive by the agency by correction of the material deviations, as defined in Clause 8.14.

8.17.3. If required, OMECL 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 OMECL or submission of any additional documents, not specifically asked for by OMECL will be allowed and even if submitted, they may not be considered by OMECL.

8.17.4. The responsive EOI responses shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Section 7 of this EOI) and other requirements of the EOI, such as submission of all the requisite documents as listed in Clause 8.13.

8.17.5. Based on the evaluation of the EOI response as well as any shortfall documents submitted by the applicants within the timeframe allowed by OMECL (Refer Clause 8.17.3), the list of technically qualified agencies for respective category shall be prepared who fulfil the eligibility criteria given in Section 7.

8.18. **Empanelment of agencies:** After completion of the evaluation of the EOI responses, the OMECL shall recommend the technically qualified agencies for empanelment and Letter shall be sent to successful agencies for empanelment. All agencies who are technically qualified shall be empanelled by OMECL.

8.19. Issue of notification of empanelment: The empanelled agencies shall be issued a formal order of empanelment, which they shall have to acknowledge and return a signed copy to OMECL within a period of 7 (seven) from the date of issuance of order of empanelment. Failure to do so may lead to forfeiture of the Security Deposit.

9. Termination of Empanelled agencies

9.1. Termination by OMECL

OMECL 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 OMECL, 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, OMECL may terminate the empanelment after serving a 30 days written notice for termination of empanelment.

10. Additional Information to agencies

10.1. The EOI document is not transferable.

10.2. Meeting with interested agencies

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

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

A meeting with interested agencies shall be organized by OMECL; the date and time of the meeting is indicated in the Schedule for the Tender. Applicants wishing to attend the meeting should inform OMECL 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. OMECL shall then send the invite for the meeting to the email-ids that OMECL 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 applicants. All costs of the applicant related to attending the meeting shall be borne by the applicant

10.3. Corrupt or Fraudulent Practices

10.3.1. 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, OMECL 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.

10.3.2. Without prejudice to the rights of OMECL under Clause 10.3.1 herein above, if an applicant is found by OMECL 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 OMECL during a period of 2 (two) years from the date on which such applicant is found by OMECL 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. OMECL 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.

10.3.3. For the purposes of this Clause 10.3, 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 OMECL 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 OMECL, 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 OMECL 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 OMECL 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 10.4;
- 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.

10.4. 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 OMECL 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.

11. Methodology of engagement, after empanelment of qualified agencies:

- 11.1. Whenever the need arises for OMECL for drilling work (outsource) for allotted exploration blocks, the empanelled agencies will be informed through email/post about the drilling work and LTE.
- 11.2. The award of specific drilling project after empanelment of agencies will be through the process of Limited Tender Enquiry (LTE).
- 11.3. Limited Tender Enquiry (LTE) shall be floated/shared to the empanelled agencies in the respective categories of empanelment to invite the price bids.
- 11.4. The agency intending to participate in the LTE are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the 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 II or Class III) issued from a registered Certifying Authority.
- 11.5. The LTE document will contain all the information required to facilitate empanelled agencies (for respective mineral) to submit the price bid. The information will be on the detailed Scope of work, Block location, Quantity and Specifications of drilling work, Time schedule, Deliverables, Special Conditions of Contract, General Conditions of Contract and also the Payment terms, milestones for the job and other relevant information as applicable.
- 11.6. 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).
- 11.7. Agency has to compulsory visit the site/exploration blocks mentioned in the LTE document before submitting the price bid in response of LTE. Bidder must apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their price bids. Bidders shall bear their own costs and make their own arrangements required for visiting the Site.
- 11.8. On issuance of each LTE, only Price Bids will be opened, and work will be awarded on L-1 basis. Submission of the Price Bid by the empanelled agency against the subject LTE shall be deemed as an acceptance of scope of work, quantities and all the clauses, terms and conditions as specified in LTE. In case, the Price Bid is found to be conditional, it shall be out rightly rejected.

- 11.9. OMECL reserves right to allow Higher Category empanelled agency to participate in Lower category LTE.
- 11.10. Price Bid format will be framed as per exploration block and would vary from project to project.
- 11.11. EMD: EMD shall be submitted by the agencies at the time of submission of bid in response to LTE as per clause 4 of General conditions of contract.
- 11.12. Agency who will quote the lowest price (L1) after fulfilling all the criteria of LTE (as applicable) will be Selected bidder. Selected Bidder of LTE shall be issued the LoA/Work order. The Selected Bidder shall have to acknowledge and accept the LoA/Work order by returning a signed copy of the LoA/Work order within a period of 7 (seven) days of issue thereof, failing which the issued LoA/Work order may be cancelled and EMD of the Selected Bidder shall be forfeited by OMECL. In such a case, OMECL 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 by such bidder, 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 also 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 and OMECL may even cancel the LTE at its sole discretion.
- 11.13. OMECL reserves the right to place the LOA/work order or otherwise.
- 11.14. **Performance Security:** The Selected Bidder shall submit the Performance Security at the Head Office, within a period of 15 (fifteen) days from the date of issuance of LoA/Work order. Selected bidder has to submit performance security of amount equal to 10% of the contract value (excluding GST) or any other amount as deemed fit by OMECL management. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given by OMECL. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.

The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMECL designated officer/ key contact for this contract.

If the selected bidder fails to provide performance security within a period of 15 (fifteen) days from the date of issuance of LoA/Work order, then OMECL reserve the right to cancel the LoA/Work order and EMD of the Selected Bidder shall be forfeited by OMECL. In such

a case, OMECL 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 by such bidder, issue a fresh LoA/Work order to such Bidder and proceed with such Bidder. Such bidder also has to submit the Performance Security at the Head Office, within a period of 15 (fifteen) days from the date of issuance of LoA/Work order as per terms & conditions of EOI/LTE. If the Bidder(s) who has submitted the next lowest Price Bid also fail to provide performance security within a period of 15 (fifteen) days from the date of issuance of LoA/Work order, then LoA/Work order may be cancelled and OMECL may even cancel the LTE at its sole discretion.

11.15. Signing of Agreement:

- 11.15.1. Within 30 days of issuance of the LoA/Work order, the Agreement shall be signed by the Selected Bidder, failing which the EMD/and or Performance security may be forfeited and appropriated by OMECL. In such a case, OMECL 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 also fail to sign the agreement within a period of 30 (thirty) days from the date of issuance of LoA/Work order, then LoA/Work order may be cancelled and OMECL may even cancel the LTE at its sole discretion.
- 11.15.2. The invoices of the agency will not be processed unless the agency sign the agreement with OMECL

12. Scope of Work

12.1. Scope of Work

12.1.1. The selected agency/bidder of LTE has to undertake the following work of the core drilling.

- a) Survey for location of drill hole points (DGPS/Total station) as per provided plan or as advised by the Site Geologist/Project In charge/ Sectional Head Director of Geology.
- b) Measurement of co-ordinates, RL of drill holes and drawing of profiles along each completed drill holes section by way of field survey (DGPS/Total station).
- c) Drawl and processing of drill core samples as advised by the Site Geologists/ Project-in-charge/Sectional Head of Geology.
- d) In case of proposed borehole location is in private land the agency has to make his own arrangement for drilling of boreholes in private land. It is sole responsibility of the agency to drill the borehole in private land.

12.1.2. Core drilling work is required to be carried out for various commodities Greenfield and Brownfield, in various districts of Odisha and India. The core drilling work will be executed under supervision and direction of Geologists of OMECL (concerned region).

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

12.1.4. Approximate Meterage: The quantity of Meterage will be indicated with a provision of $\pm 10\%$ to $\pm 30\%$ in Limited Tender Enquiry (LTE) to the empanelled agency.

12.1.5. Core Drilling: Coring will be specified as required for minerals/rocks like Iron Ore, Bauxite, Beach sand, 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.

12.2. Specifications:

The core drilling work shall be taken up by the selected agency/bidder of LTE as per following specifications:

- 12.2.1. **Size of hole/core:** The holes shall be drilled in PQ/PX, HQ/HX, NQ/NX or BQ /BX sizes.
- 12.2.2. **Inclination of hole:** The bore holes shall be either vertical or inclined as per direction of the Site Geologist.
- 12.2.3. **Depth of hole:** The depth range will vary mineral wise as per actual geological conditions and exploration block wise. Vertical/ Angular boreholes would be specified as per requirement.
- 12.2.4. **Depth of closure:** Depth of closure of each bore hole shall be advised/decided by the concerned Site Geologist/ Project-in-charge or if required by the Sectional Head of Geology, which shall be jointly measured by lowering drill rods and signed off by Site In-charge / Project In-charge of OMECL and Agency's representative.
- 12.2.5. After keeping the recorded core in core trays, it should be photographed and record to be kept borehole wise.
- 12.2.6. **Recovery of core:** The core recovery should be minimum 90% in mineralized zone and minimum 70% in non-mineralised zone for ferrous group /industrial/ any other minerals. But in case of Strategic / critical minerals and precious metals/minerals the core recovery should be minimum 95% in mineralised zone and minimum 85% in non-mineralised zone. The % of core recovery may vary as per the requirements of National Mineral Exploration Trust (NMET). Run wise core recovery percentage, type of drilling, size of rod/casing, bit used are to be maintained in a register on daily basis by the site representatives of the agency & to be counter signed by the site geologist/project-in-charge.
- 12.2.7. **Type of Drilling:** Exploratory drilling should be Diamond core drilling in most of the cases. Core drilling is acceptable with the core recovery satisfying the norms as per clause-12.2.6 above and without affecting the physical &chemical nature of drill core.
- 12.2.8. **Preservation and Arrangement of Core:** The drilled cores of the boreholes are to be kept in book pattern and shall be preserved in hard plastic core trays (Plastic Polypropylene) as per specification given in Annexure 11 with proper labelling of depth/length of core and handed over by the agency to OMECL. The plastic core trays are to be supplied by the agency. The run wise Core, broken core /sludge with proper denomination depth of bore shall be kept in core boxes as per instructions of OMECL Geologist. The core boxes should be of appropriate size with suitable size partition/cabinets to accommodate different size of core recovered (PQ/PX, HQ/HX, NQ/NX, BQ/BX) and preserved in original shape without breaking/ alteration. Where known core loss occurs during drilling, the accurate rod length and amount of core loss must be recorded on daily drill report as well as amount of core loss being recorded on core blocks placed at the end of each run.

- 12.2.9. **Verticality /Angle of the boreholes:** All possible efforts should be made to maintain the Verticality /Angle of the boreholes till its closure to the desired depth. Agency is required to take all possible precautions and skill to maintain assigned Verticality /Angle of the boreholes till its desired closing depth. In case deviation test is deemed necessary, the agency shall facilitate the same. For inclined bore holes deviation test is mandatory by latest technology.
- 12.2.10. **Sampling:** The agency shall draw samples from the core by deploying core cutter and process it for analysis as per standard procedure under the guidance of Site Geologist. The core sample to be reduced to 10mm, coned and quartered. One half of the representative sample to be stored properly (for beneficiation studies in G2 stage), and the other half representative sample is powdered to a requisite fine mesh size (120 or 200 mesh size). Samples generated shall be kept in good quality polythene bags and suitably labelled indicating the borehole No/Sample no., Depth, from-to and date of collection of the samples. For each sample, four/five sample packets are to be prepared each containing 50gms of sample. The final sample packets shall be properly labelled with BH number, sample run and handed over to the concerned site geologist/Project in-charge.
- 12.2.11. **Bore hole pillaring:** Borehole pillar of minimum size 12'' x 12''x30'' (LxBxH) or as specified size in LTE shall be erected on completion of each borehole indicating borehole number, Location, coordinates, R.L. (m), Depth (m), etc on collar of the pillar under the guidance of OMECL geologists. The pillar should be made up of concrete.
- 12.2.12. **Water Level Measurement:** The agency has to ensure proper measurement of water level in the bore holes on daily basis under the guidance of OMECL's site representative. The report on the same should be submitted to OMECL.
- 12.2.13. **Geophysical Logging (Optional):** For successfully conducting the Geophysical Logging of the borehole, the agency has to ream the borehole up to the closing depth in B/N/ H/P Series (if required) at his own cost. The agency should keep the drill rig at the borehole point till the completion of Geophysical Logging and will facilitate successful completion of job.
- 12.2.14. **Bore Hole Plugging:** After successful completion of each borehole, it shall be completely plugged by cementing material of appropriate quality as per the directions of OMECL's representative by the agency at their own cost, if required.
- 12.2.15. **Plans and Sections:** The agency shall submit both hard and soft copies of completed drill holes sections showing the ground profile and location of bore holes along the section in the desired scale on AutoCAD software to the concerned site Geologist/ Project in-

charge from time to time as per requirement and advice of Site Geologist/ Project In charge/Sectional Head of Geology.

12.2.16. The drilling and the ancillary work, as per specification above, will be executed under the supervision and direction of the Site Geologist / Project In-charge/ Head of Geology. Data confidentiality is of prime importance in OMECL. The agency should have to sign confidentiality agreement before commencing the work to ensure that no data should be leaked out to any person outside the organization. Data within the company should be provided to Site Geologist / Project In-charge/ Head of Geology.

12.2.17. **Reporting:** For all the activities to be carried out as per the Scope of work, the site in charge of the agency shall report to the Geologist in charge /Officer in charge of OMECL in daily, weekly and monthly basis.

Note:

Depending upon the field conditions and OMECL requirement, OMECL reserves the right of changing the technical parameters, scope of work and specifications.

12.3. The Period of Work

Timely completion of the awarded work is the essence of the contract. Proposed work plan and timeline for execution of Exploratory drilling work will be given by OMECL to the agency in the LTE/LoA/work order and accordingly will advise the agency, the specific number of drills 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. Drilling will be carried out during day time only. The agency has to achieve the projected quantum of core drilling against different exploration blocks as per the timeline mentioned in the LTE

12.4. Other Information & Conditions

12.4.1. The projected quantum of work indicated in scope of work (Clause 12.1), specifications (Clause 12.2) may vary depending on requirement, priority of work and technical considerations at OMECL option. In such case, details will be provided in LTE documents.

12.4.2. 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.

12.4.3. The agency shall be given one-month time period 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 OMECL. The agency has to complete the core drilling work 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 time line is extended at the risk, cost and peril of the bidder.

12.4.4. The space for sampling shed shall be arranged by the agency at its own cost ; sampling shall be done by the agency as per instruction of the site geologist or his representative. Custodian, of bagged samples (cloth bag duly numbered) and core boxes, will be the drilling agency.

12.5. Sub-contracting

12.5.1. Sub-contracting of drilling work shall not be allowed

12.6. Conditions of Contract

12.6.1. 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 the OMECL;
- 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 OMECL) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement

2. Scope of Services

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

3. Instructions, Direction & Correspondence

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

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

4. 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. It may be noted that the Security Deposit of INR 1,00,000/- shall be kept intact.
- 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 OMECL management. The Performance Security shall be released on successful completion of the contract work in all respect and on issue of final certification from OMECL 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 the OMECL as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the OMECL 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. OMECL's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 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), the OMECL reserves the right to cancel the in LoA/Work order and forfeit the EMD. Further, OMECL 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 OMECL 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 OMECL by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 7.2. OMECL shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

8. Use of Service Order / Agreement Documents & Information

- 8.1. The Service Provider shall not, without OMECL's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the OMECL 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 OMECL'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 OMECL based on any such alleged patent infringement and to pay all costs, expenses and damages which OMECL may have to pay or incur by reason of any such suit or proceedings.
- 9.2. The Service Provider shall indemnify OMECL 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 the OMECL 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 OMECL. Any request concerning delay will be null and void unless accepted by OMECL.

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

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 , OMECL shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other

Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by OMECL if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OMECL & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the 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 OMECL arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMECL reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMECL reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by OMECL for the non-performance by the Service Provider. OMECL may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMECL shall be final. This notice shall be in accordance with Clause 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, OMECL shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement

and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by OMECL, at the risk and cost of the Service Provider, after giving 30 (thirty) days of notice to the Service Provider. This will be without prejudice to the rights of OMECL for any other action including termination of the Service Order / Agreement.

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 OMECL 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 OMECL within

7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, 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 the OMECL 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 OMECL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

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

20.4. Recovery of sums due

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

21. Liability and Indemnity

21.1. Service Provider shall indemnify, defend and hold OMECL harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMECL, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMECL, its suppliers and 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 OMECL from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMECL, its suppliers or 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 OMECL. The Service Provider shall not utilize OMECL's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OMECL and in which case, the Service Provider shall be liable to OMECL to pay compensation to the full extent of damage / loss and undertake to pay the same.

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

22. Publicity & Advertising

Service Provider shall not without the written permission of OMECL make a reference to OMECL or any Company affiliated with OMECL 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 the OMECL's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMECL has received notice from the concerned department of Central / State Govt.
- vii) If 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, OMECL may take insurance which the Service Provider should have obtained and provided and recover the premiums from payments otherwise due to the Service Provider.

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 OMECL. 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 OMECL

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

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

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 Site Geologist/ 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 drilling 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 drilling 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. OMECL shall not carry any responsibility for the personnel deployed by the agency.
- f) The agency must comply Drill Site preparation all norms as well as Drill Site Rehabilitation after completion of drill hole.
- g) The agency has to take up the drilling work as per the direction of concerned Site Geologist /Project In-charge/ or Sectional Head of Geology.
- h) The agency will provide all safety equipment's to the workers and take necessary measures for safety.
- i) Preparation of approach road to the exploration block from existing road outside the exploration block , if required, for mobilization of men, machinery and other required materials shall be the responsibility of the agency.
- j) Preparation of approach road within the exploration block, if required, for mobilization of men, machinery and other required materials to the boreholes points shall be the responsibility of the agency.
- k) The agency will provide necessary medical facilities to its workers and provide drinking water at its own cost.
- l) The agency shall report immediately to the Site Geologist / Project In-charge in case of any major or minor accident to his worker or staff.
- m) The agency shall be liable for payment of compensation to workers under Workmen's compensation Act, 1923. Any payment, if made by OMECL, shall be reimbursed if not deducted by OMECL from the agency's dues.
- n) The agency shall make all necessary arrangements for commencement and carrying out of the drilling work by its own resources in accordance to the specifications, terms and conditions indicated herein/LTE.

- o) As and when required, the agency has to assist OMECL to liaise with Government officials of other organizations.
- p) Handling of local problem of all nature (if any) for uninterrupted/ smooth execution of work.
- q) The agency shall undertake necessary survey work required for locating the bore holes on the ground, measurement of the co-ordinates, RL of completed bore-holes and profile of each drill section etc. as per the plan or advice of the Site Geologist/ Project in charge.
- r) 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.
- s) The agency shall take full responsibility for total stability and safety of all site 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.
- t) The successful agency shall have registration under GST Acts.
- u) Acquiring / Hiring land required for drilling and other allied operations as well as compensation for crops/ to land owner shall be the responsibility of the agency and at his own cost.
- v) Logging shall be done by OMECL's representative. Hence, agency shall keep close co-ordination with OMECL's representatives and cooperate with them and the boreholes shall be made available for logging. No standby charges will be given for this purpose. The agency shall maintain close coordination and cooperation with OMECL's representatives during the execution of work.
- w) In order to ensure proper co-ordination, the agency will nominate one authorized representative and communicate the name, address and contact number to OMECL at the time of signing the agreement.
- x) 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 OMECL

- a) The OMECL site representative (Site Geologist/Project In-charge) will show the area and drill hole locations broadly as per the bore hole plan. Actual Borehole locations may vary as per actual site conditions.
- b) OMECL will provide the principal employer certificate to the agency if necessary, for obtaining labour license.
- c) The Project in charge /Site Geologist will verify all the statutory records/ returns of the agency from time to time.
- d) The format for daily as well as weekly progress report of the drilling work along with the logging report shall be provided by the Site Geologist/Project in charge.
- e) Obtaining Forest clearance for drilling activities.

30. Other Terms & Conditions:

- a) The site in-charge of the agency shall submit the daily, weekly and monthly progress report of the drilling work to the Sectional Head of Geology, duly certified by Site Geologist/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 Geologist/Project in-charge of OMECL.
- b) The drilling 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 OMECL Geologist may lead to termination/cancellation of the contract. However, depending upon the field conditions, OMECL reserves the right of changing the technical parameters in case of requirement.
- c) In case the agency fails to achieve the desired specification or abandons a hole before the required depth, another hole adjacent to the incomplete hole would be taken up by the agency as directed by the site geologist/Project in-charge and no cost for the incomplete hole shall be paid by OMECL.

- d) The core should be collected with utmost care at the time of drilling and shall be preserved in hard plastic core trays (Plastic Polypropylene) as per specification given in Annexure 11 (to be supplied by agency) with necessary labelling of the runs/depth under the direction of the site geologist/Project in-charge. Details of the borehole, box number, length of core etc. are to be written on the outer and inner side of the core boxes. The core boxes are to be delivered to the respective site geologist/Project in-charge at the respective Prospecting Project.
- e) A register is to be maintained at site (rig-wise) on daily basis to record bore hole wise / run-wise drilling logs, indicating the size of core barrel/casing used, the percentage of core recovered and the process of core drilling (dry/wet in D.T. or T.T. method etc.) for convenience of supervision and preparation of summarized log with above data (bore hole wise). Summarized logs in respect of completed bore holes with abstract of above data must be submitted to Project in-charge and Sectional Head of Geology along with the monthly bill of the agency.
- f) OMECL shall not be responsible for jamming of string in boreholes/or accessories lost in the boreholes and loss of time due to fishing operation.
- g) The agency shall inform the site in-charge of OMECL in writing clearly indicating the stores/rods/casings/fishing-tools left in the borehole(s) after successful completion/abandoning of the borehole.
- h) The agency shall ensure the proper conduct of the persons deployed by him for maintaining harmonious relationship with the local people.
- i) In case OMECL desires to carry out any activities in connection with the drilling operation 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.
- j) Should there be a decision to terminate the borehole before the targeted depth; the payment shall be made for actual meterage drilled or as specified in the LTE.
- k) OMECL 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 core drilling work are found not to be satisfactory during the periodical assessment.
- l) In case of stoppage of drilling work due to reasons beyond the control of agency waiver of penalty may be considered at OMECL's discretion.

- m) OMECL may change the locations of any borehole within the exploration block, if required. Agency has to carry out the work at new borehole locations without any extra cost.

31. Accident or Injury to Workmen:

OMECL 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 any workmen or any other person in the employment of the agency, save and except for accident or injury resulting from any act or default of OMECL. The agency shall indemnify and keep indemnified OMECL 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 the rigs with all 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 rig and all 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 rigs / machines, the technical specifications indicated in the qualifying bid documents, which are subject to inspection by OMECL. Any deviation not acceptable to OMECL is liable for outright rejection. Hence, competent officials of OMECL 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 OMECL. Further, OMECL 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 OMECL at its sole discretion. Further, OMECL 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) Drilling meterage to be monitored on monthly 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 OMECL .
- c) In case agency discontinues/quits the work due to reasons beyond control of agency penalty may be waived subject to approval of Chairman /MD of OMECL
- 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 OMECL at its sole discretion, unless such failure is due to force majeure situation, liquidated damages (LD) shall be imposed by OMECL on the Service Provider. Liquidated damages shall be 0.5 % (or any other value as decided by OMECL) per week (or per month/quarter as decided by OMECL) 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 OMECL under the terms of the Service Order / Agreement. GST on LD shall be recovered in addition to the LD amount.
- 34.2. OMECL 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, OMECL 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 OMECL at its sole discretion. Further, OMECL 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 OMECL only and any extension must be in writing and with the approval of the competent authority of OMECL.
- 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 OMECL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the OMECL 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 Chairman/MD of OMECL.

35. Suspension/Holidaying

- 13.1.1. OMECL reserve the right to not allow any agency to participate in next 3 (three) LTE floated/shared by OMECL 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. OMECL 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

Director (Geology),

OMECL,

3rd floor, Boyan Bhawan, Unit-3,

Pandit Jawaharlal Nehru Marg

Bhubaneswar, 75 1001, Odisha

Dear Sir,

Subject: Submission of EOI response for Empanelment of agencies for core drilling work for various Minerals in different areas in Odisha and other states of India

1. With reference to your **EOI No. 14/OMECL/e-PROC/2022-23 dated 19.06.2022**, we have examined the EOI document, and understood their contents and hereby submit our EOI response for Empanelment of Agencies for core drilling 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 (hereinafter referred to as the "applicant") are hereby submitting our EOI response as a single applicant

3. We acknowledge that OMECL 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 for core drilling work for various Minerals in different areas in Odisha and other states of India.
5. We shall make available to OMECL any additional information it may find necessary or require to supplement or authenticate our EOI response.
6. We acknowledge the right of OMECL 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 wave 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 OMECL;
 - 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 10.3 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with OMECL or 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 10.3 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 OMECL may cancel the EOI process at any time and that OMECL is neither bound to accept any EOI response that OMECL 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 OMECL 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 OMECL.
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

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

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our EOI response against the **EOI No. 14/OMECL/e-PROC/2022-23** dated **19.06.2022** published by OMECL for the "Empanelment of Agencies for core drilling 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 2022.

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:	Date:
Legal Name & Nature of Business	
Type of Legal entity: Company/ Partnership firm/ Limited Liability Partnership /Proprietorship firm	
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*	
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 Machine

S. No	Type of machine (Hydrostatic/ Conventional)	Machine model number	Drilling Depth capacity of core drilling machine (in mtr)	Invoice number	Date of invoice	Owned/Hired
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
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29.						
30.						

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 6: Work Experience During Last Three Financial Years

Sl. No.	Name & address of the client	Brief description of drilling work awarded	Work Order/Loa/ Agreement No. & Date	Start date	Completion date	Quantum of drilling work executed (meterage)		
						FY 2019-20	FY 2020-21	FY 2021-22
1								
2								
3								
4								
5								
Total						xxxx	xxxx	xxxx

Note: Applicants may add more rows in above to add more projects

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Work Experience of drilling for different minerals in last 10 years

Sl. No.	Name of minerals for which drilling is carried out	Name & address of the client	Work Order/Loa/ Agreement No. & Date	Start date	Completion date
1					
2					
3					
4					
5					
6					

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 Net worth to be provided in below table

Sl. No.	Year	Turnover (Amount in INR Lakh)	Net worth (Amount in INR Lakh)
1.	FY 2018-19		
2.	FY 2019-20		
3.	FY 2020-21		
	Total		

The applicant is required to submit supporting documents in support of qualifying criteria (Refer Clause 7.2).

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 9: Format for Affidavit

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

Sub: EOI No. _____

Date: _____

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 Security Deposit /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.	Demand Draft for payment of Security Deposit (Ref: Clause 8.5)		
5.	Documents towards fulfillment of Technical Criteria – Annexure 5 , Annexure 6 and Annexure 7 along with supporting documents (Ref: Clause 7.1)		
6.	Documents towards fulfillment of Financial Criteria – Annexure 8 along with supporting documents (Ref: Clause 7.2)		
7.	Entity proof –Annexure 4 along with the following (Ref: Clause 7.3.1) a) Company (Private or Public) <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership c) LLP firm <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership d) Proprietorship firm <ul style="list-style-type: none"> • Registration certificate as applicable 		
8.	Copy of PAN		
9.	Copy of GST registration certificate		
10.	Copy of EPF & ESIC registration document		
11.	Affidavit – Annexure 9		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 11: Plastic Core Tray Specifications

Specification for core tray	Description
Material	Plastic PP (Polypropylene)
NQ Meters per Tray	5 Meters
HQ Meters per tray	4 Meters
Protection	UV Stabilized
Inter Stackable	NQ,HQ,PQ,BQ
Dimensions	~ 105 cm x35.0cm
Weight	2 to 2.5 kgs
Other requirements	<ul style="list-style-type: none">• Completely Waterproof with Plastic Lid• Handles on both sides• Id/RFID Tag holders• Should have facility of column support