

OFFICE OF THE TAHASILDAR, DHARMASALA

Quotation/Tender Call Notice

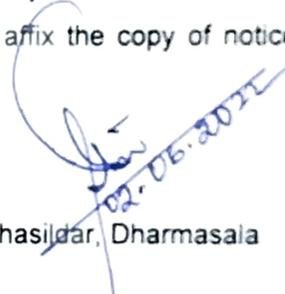
No 2258 Date 02.06.2022

Sealed quotations (with unit price) are invited from interested reputed RQPs/ agencies for carrying out the quantity survey on semi-annual basis by drone, DGPS and Total Station combination of Mining leases (Minor Minerals) within the jurisdiction of Dharmasala Tahasil. The agency shall submit the raw data and processed data along with the hard copy of the report i.e. volume calculation sheet/drawing for one mine quarry to the office of the undersigned after each survey. The applicant can apply through registered post only and applications should reach before the office of the under signed on or before 04.07.2022. The tender will be opened on 05.07.2022 at 4.00pm.

  
Tahasildar, Dharmasala

Memo No. 2259 Date 02.06.2022

Copy to the notice board all Tahasildars,/Sub-Treasury Officers /BDOs/ Sub-Registrars of Jajpur District for information with a request to affix the copy of notice on their office notice board for wide publication.

  
Tahasildar, Dharmasala

## I. SCOPE OF WORK –

1. Quantity survey will be carried out as per the direction of the Tahasildar, Dharmasala for the designated mines/quarry under his jurisdiction.
2. Establishment and demarcation of GCP from Known point or ORSAC base point for each mine by GCP sheet.
3. Co-ordinate of the lease pillar will be provided by the Tahasil office.
4. The Agency has to carry out the Drone survey of the Leases/ Quarry area to ascertain the excavated quantity.
5. The Agency will Supply Digital Ortho Images data of above lease area in softcopy
6. Digital Terrain Modeling (DTM) for height & elevation data.
7. Digital Elevation Modeling (DEM) for height & depth
8. High resolution ortho image.
9. Volume calculation report
10. First volume calculation shall be made by taking the initial as per approved mining plan.
11. Subsequent volume calculation shall be done by taking the previous drone/DGPS/TS combined Data.
12. A systematic framework of methodology has to be used to measure the surface area and volume
13. The methodology should be grouped into three stages. The first stage incorporates the Cartosat-1 Triangulation processing and the second stage is 3D feature extraction for volume and surface area estimation. The final stage is analysing the change detection of surface area and volume for the desired period.
14. Geographical Information System (GIS) software should use to calculate the volume of the quarry.

## II. CONTRACT PERIOD:

The job has to be commenced immediately on receipt of LOI / Work order & the period of contract is 5 (five) year from the issuance of LOI/Work order. Drone Survey with DGPS and TS combination of Mining leases under the jurisdiction of Dharamsala Tahasil.

## III. ELIGIBILITY CONDITION:

In order to qualify in the bid of the tender, the tenderer must produce the following documentary evidence:

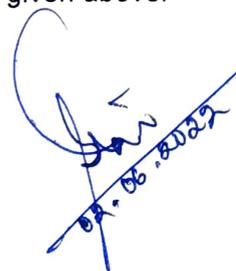
1. The agency must have experience in Mining sector for drone survey or DGPS Survey minimum of one year working experience with the Govt.
2. Certificate of Incorporation to be enclosed.
3. The agency must have GST registration Number (Copy of GST number is to be enclosed).
4. Copy of PAN card is to be submitted by bidder.
5. DGCA approval letter for carrying out the drone survey.

(Note: Submission of any forge document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor, if awarded.)

## IV. EVALUATION OF THE BIDS:

L1 bidder will be evaluated on the basis of lowest rate quoted in the price bid. Note:

- a) The Tahsildar reserves the right to award the contract to L2 party at L1 rate if L1 party refuses to receive the work order or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group companies.
- b) The bids will be evaluated on the basis of rates quoted and terms & conditions as given above. L1 will be the lowest price bid as per the stipulations given above.



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**V. BASIS OF PAYMENT:**

- I. On completion of total work, the agency will be submitting the soft copy in pen drive & hard copy of maps/report along with the bill, which on verification by authorized officer and will be approved by the Tahsildar
- II. Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.
- III. The final bill will be subject to deduction of the TDS, any other dues levied by the Govt., penalties and other deductions, if any as per the contract.
- IV. Payment will be made within 30 days of the receipt of bill.

**VI. AREA OF OPERATION:**

The area of operation shall be the mining leases coming under the jurisdiction of Dharamsala Tahasil.

**VII. PAYMENT AND SETTLEMENT OF BILLS:**

Payment will be made at fixed agreed rate. GST shall be reimbursed extra at applicable rate.

**VIII. PENALTY, WAIVAL & TERMINATION:**

If the tenderer has not commenced the work from the date as mentioned in the LOI/work order, the EMD amount deposited for the work shall be forfeited. If the work is commenced but not completed within the scheduled time from the date of awarding LOI/ Work order then the authorized officer can cancel the contract & forfeit the EMD amount. The authorized officer will not entertain any payment for the part work done by the agency till such time. If the delay is found to be for reasons, which are beyond the control of the tenderer, the penalty can be waived by the Tahsildar on receipt of request from tenderer.

**IX. AWARD OF CONTRACT:**

i) The Govt reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.

ii) Award of contract shall be made at the absolute discretion of Company. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

iii) Govt also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder/bidder.

iv) Govt also reserves the right to award the contract to L2 party at L1 rate if L1 party refuses to sign the agreement or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group companies.

**X. TAX DEDUCTED AT SOURCE:**

Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and or other Act from the gross value of each bill.

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**XI. ESCALATION/DE-ESCALATION: -**

The tendered/agreed price will be firm and fixed and no escalation in any form will be entertained during the tenure of the contract.

**XII. OTHER CONDITION**

- i. The agency shall abide by all Industrial & Labour Laws applicable to Mines.
- ii. The agency will indemnify the Company for any loss or damages, which it may suffer on the part of the agency, due to default or negligence in part of the contractor or its employees.
- iii. Agency shall arrange for all inputs required to operate the equipment's and/or do the job and maintain the equipment's. Besides this, cost of operators and all consumable items will be borne by the agency.
- iv. The bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work by submission of the tender and the rates quoted by him in the Tender will be considered adequate to complete such work according to the specifications and condition attached thereto. It will also be assumed that he has taken into account all conditions and difficulties that may be encountered during the process of execution of work and quoted the rates which are inclusive of labour and material with taxes, Octroi and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the company.
- v. Award of the contract will be intimated to the successful bidder through LOI.
- vi. If the Tenderer has any relative employed in any capacity in the Company, he shall inform the Company in writing about this fact while submitting his tender, failing which his tender/contract may be rejected/terminated, if the fact subsequently discovered. In such case the bidder/contractor shall be liable to make good to the Company to any loss/ damage resulting from such cancellation. The Company may recover the loss/ damage from outstanding dues or/and EMD/SD of the bidder/ contractor.
- vii. No agreement is valid unless signed by the agency or his duly authorized agent and by a competent person on behalf of the employer.
- viii. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
- ix. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract, special conditions of contract, specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications and drawing and the works items in the tender schedule, the works in the tender schedule shall prevail for determining the rate.
- x. In case of abnormally low quoted rate, the company reserves the right to call justification for the lowest tenderer.
- xi. The agency will make his own arrangement for safety & security for equipments deployed by him at work site.
- xii. The work order is to be accepted by the tenderer within 3 days of communication of the same.
- xiii. The tenderer will commence and complete the work as stipulated in the tender document
- xiv. Compliances of the all-g o v e r n m e n t formalities/guidelines/rates etc. in respect of carrying out the above work shall have to be duly complied by the agency.
- xv. The agency will comply the direction of the Tahasildar or his authorized representative from time to time.



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**XIII. LEGAL & MISCELLANEOUS OBLIGATION:**

- i. The agency will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works.
- ii. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating equipments and ancillary activities.
- iii. No part of the contract shall be sublet without written permission of the Business Head of the company or transfer is made by Power of Attorney authorizing others to receive payment on the contractor's behalf.
- iv. With regard to execution of this work, the contractor shall abide by the direction of The Tahasildar or any nominated officer.
- v. The agency shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 & MMDR Act, 1957 & rules/regulations/guide line framed there under and amended from time to time by the Central Government and Mining Plan as approved by IBM and the Pollution Norms stipulated by OSPCB.

**XIV. DEVIATION: -**

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non- responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

**XV. MODIFICATION OF CONTRACT: -**

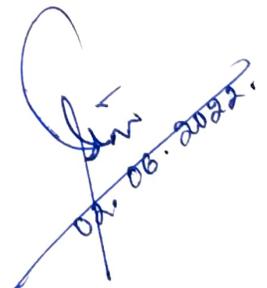
The Govt reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

**XVI. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II (Special conditions) and Chapter-III (General conditions) of the tender will be treated as counter offer and may be liable for rejection.

**XVII. RISK PURCHASE:**

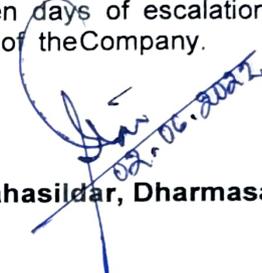
In the event of failure to full fill the contract terms for execution of work as per letter of intent/contract, the Govt reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from the agency and additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the authority.

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**XVIII. FORCE MAJEURE CLAUSE:**

The Contractor shall have no claim whatsoever against for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the Company.

- i. Either party affected by the force majeure will provide notice of happenings of any such eventuality to the other party within 7 days from the date of occurrence and failure will not give any benefit.
- ii. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the Company shall be sole judge.
- iii. If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days of escalation of above events the contract may be terminated at the discretion of the Company.

  
Tahasildar, Dharmasala