



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4844848 Dated/दिनांक : 06-04-2024

Bid Document/ बिड दस्तावेज़

Bid D	Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-04-2024 17:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-04-2024 17:30:00	
Bid Offer Validity (From End Date)/बिंड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises	
Department Name/विभाग का नाम	Department Of Heavy Industry	
Organisation Name/संगठन का नाम	Cement Corporation Of India Limited (cci)	
Office Name/कार्यालय का नाम	Rajban Cement Factory	
ltem Category/मद केटेगरी	Custom Bid for Services - Drone survey work of limestone mine covering lease area 1723 Ha and an additional area upto 100 meter outside the lease boundary and submit processed output digital elevation model DEM and Orthomosaic images obtained from su	
Contract Period/अनुबंध अवधि	2 Year(s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20700

ePBG Detail/ईपीबीजी विवरण

Required/आराश्यकता	No
Required/आवश्यकता	No

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

account officer Rajban Cement Factory, Cement Corporation of India Limited (CCI), (Deepak Prakash)

Splittina/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अन्पालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality: $\frac{1712401266.pdf}{1}$

Instruction To Bidder:1712401275.pdf

Pre Qualification Criteria (PQC) etc if any required: 1712401281.pdf

Scope of Work:1712401285.pdf

Special Terms and Conditions (STC) of the Contract: 1712401291.pdf

Service Level Agreement (SLA): 1712401297.pdf

Payment Terms: 1712401305.pdf

Penalties: <u>1712401310.pdf</u>

Quantifiable Specification / Standards of The Service/ BOQ:1712401316.pdf

Project Experience and Qualifying Criteria Requirement:1712401322.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1712401333.pdf

GEM Availability Report (GAR): 1712401335.pdf

Buyer's Competent Authority Approval: <u>1712401338.pdf</u>

Any other Documents As per Specific Requirement of Buyer -1:1712401344.pdf

Any other Documents As per Specific Requirement of Buyer -2: 1712401349.pdf

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid): <a href="https://doi.org/10.2016/j.jrg/10.2016/

Custom Bid For Services - Drone Survey Work Of Limestone Mine Covering Lease Area 1723 Ha And An Additional Area Upto 100 Meter Outside The Lease Boundary And Submit Processed Output Digital Elevation Model DEM And Orthomosaic Images Obtained From Su.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Drone survey work of limestone mine covering lease area 1723 Ha and an additional area upto 100 meter outside the lease boundary and submit processed output digital elevation model DEM and Orthomosaic images obtained from such survey as specif	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Neelesh Kumar Tripathi	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SCOPE OF WORK:

NIT NO.		
RCF/MINING/E-TEN DER-DRONE SURV EY/2024-25		
	1. Name of Mine : Manal Limestone Mine:	
	i) Lease hold Area: 172.3 Ha	
	Rajban Cement Factory, Manal Village, Tehsil-Poanta Sahib, Distt, Sirmour, Hi machal Pradesh 173029	
	(b) Drone agencies desirous to undertake mine surveys shall adhere to all the rules, regulations, guidelines etc notified by DGCA from time to time. Drone survey must be conducted as per rules prescribed by the Ministry of Civil Aviation.	
	(c) Drones used for the survey should be DGCA approved and should possess mandatory safety features as notified by DGCA from time to time.	
	(d) The camera used in the Drone should be of minimum 20 mega pixel or ab ove resolution RGB camera with capability to capture high quality undistorte d pictures. Camera should have the resolution to capture the images less than 5 cm Ground Sample Distance (GSD) or 5 cm per pixel. The resolution of Di gital Elevation Model (DEM) should be 15 cm per pixel or better.	
	(e) All other terms and conditions as specified in the manual and SOP for carr ying out Drone survey by Indian Bureau of Mines, Govt of India.	

- 1) Only those tenders will be considered who fulfill the terms and condition mentioned in the tender docume nts
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost etc by due date.
- 3) The price bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.

List of Annexures

The tender document comprise of following:

Annexure-I	Important instructions to bidders for e-procurement	
Annexure-II	Covering letter, Part-I (instruction to tenderers), Part-II (General terms & Conditions), Annexure I to IX excluding Integrity Pact which is available in CCI W ebsite www.cciltd.in must be submitted by tenderer duly filled in & signed.	
Annexure-III	Part-III (Special Terms & Conditions)	
Annexure- IV	Techno Commercial bid to be submitted duly filled in online as Part-A .	

Annexure- V Price bid Proforma (Price Schedule) to be submitted dully filled in online as **Par** t -B.

/ANNEXURE-III/

CEMENT CORPORATION OF INDIA LIMITED RAJBAN CEMENT FACTORY

PART-III

SPECIAL TERMS AND CONDITIONS

SUB: Drone survey work of Manal limestone mine (Lease area: 172.3 Ha) covering an additiona I area upto 100 meter outside the lease boundary and submit processed output (digital e levation model (DEM) and Orthomosaic) images obtained from such survey as specified in accordance with the SOP and manual prescribed by Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines (Dehradun Region), Indian Bureau of Mines, Government of India and as per provisions of Rule 34A of MCDR 2017 amen ded vide notification Dated: 3rd November 2021 for 02 years and 01 year extendable subject to fulfillment of tender terms and conditions.

This tender contains Part-I & Part-II general terms, Part-III special terms & conditions. Please visit our webs ite www.cciltd.in for covering letter, Part-I (Instruction to tenderers), Part-II (General terms & conditions), I ntegrity Pact, Annexure 1-9 all formats and submit the same duly filled and signed along with the tender.

In addition to the General Terms and Conditions of the contract under Part- I & Part- II, the following additional Special conditions will also apply to the contract. These Special terms & conditions given below, if contradictory to any conditions given in Part- I & Part-II, shall prevail upon such conditions given therein.

01) SCOPE OF WORK:

(a) Drone survey work of Manal limestone mine (Lease area: 172.3 Ha) covering an additi onal area upto 100 meter outside the lease boundary and submit processed output (dig ital elevation model (DEM) and Orthomosaic) images obtained from such survey as spec ified in accordance with the SOP and manual prescribed by Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines (Dehradun Region), India n Bureau of Mines, Government of India as per provisions of Rule 34A of MCDR 2017 a mended vide notification Dated: 3rd November 2021 for 02 years and 01 year extendable subject to fulfillment of tender terms and conditions.

Name of Mine : Manal Limestone Mine

Lease hold Area : 172.3 Ha

(b) <u>Drone Agency Registration and Permissions Registration</u>:

Drone Agencies shall adhere to all the rules, regulation, guidelines etc. notified by Directorate Gen

eral of Civil Aviation (hereafter referred as DGCA) from time to time. Drone Survey must be conducted as per rules prescribed by the Ministry of Civil Aviation.

(C) <u>Drone Specification:</u>

Drones used for the survey should be DGCA approved and should possess mandatory safety featur es as notified by DGCA from time to time.

Bidder must obtain all Statutory permissions regarding drone survey or any other required as per s cope of work from different Govt. bodies (State/Central) before commencement of work at Manal Li mestone mine of CCI Rajban.

(d) Sensor/Camera Specification and output data resolution:

The camera used in the Drone should be of minimum 20 mega pixel or above resolution RGB camera with capability to capture high quality undistorted pictures. Camera should have the resolution to capture the images less than 5 cm Ground Sample Distance (GSD) or 5 cm per pixel.

The Resolution of Digital Elevation Model (DEM) should be 15 cm per pixel or better.

(e) <u>Drone flying path and flying height:</u>

In order to ensure the generation of a height model photogrammetrically (e.g. Digital Surface or Di gital Terrain model, DSM & DTM), images should be acquired with proper overlap. The Drone surve y should be planned in such a way that the forward (front) overlap should be minimum 80% and la teral (side) overlap should be minimum 70%. The Flying Height of the Drone should be as per DGC A prescribed limits, however, the resolution of the Drone image should be very high i.e. up to 5cm GSD or 5cm per pixel or better. Camera angle nadir direction should be vertically downwards (90-degree angle) while carrying out survey.

(f) Survey Area:

Manal Limestone Mines is hilly area and restricted drone area due to having available nearby mines DRDO factory so this is red zone area. Require to take permission before the survey from Ministry of Home Affairs) The survey should cover the entire mining lease area capturing all mining, allied activities and 100m bey ond periphery of the mine lease boundary to monitor the environmental impact and ascertaining any exca vation therein. The flight path plan & the numbers of flights taken to cover the entire area shall be provide d to IBM along with the output data. For leases having common mine boundary, the survey may be limited up to the lease boundary for the sides the lease shares common boundary with another lease.

(g) <u>Ground Control Points (GCPs) for Drone Survey:</u>

Before undertaking Drone Survey, at least five GCPs per sq. km. of lease area or part thereof with c alibrated/certified DGPS instrument. If the area is less than one sq. km. the minimum GCPs require d shall be four nos. The GCPs should be well distributed all over the Survey area. GCP must be eas ily visible in the images obtained from Drone survey. The Dimensions of GCPs thus established sho uld be minimum 50 cm by 50 cm (marked as X with high contrast colours). At least three permane nt GCP shall be placed at undisturbed locations and has to be covered in the subsequent surveys t o cross check the error in change detection and other analysis. The error of GCP should be less tha

(h) **Drone Survey Time:**

In order to maintain consistency in quality of images, it is recommended to carry out the Drone sur vey in better light condition when the sun is overhead to minimise the shadows in photographs and it is also suggested to avoid partly cloudy days and high winds.

(i) <u>Co-ordinate Reference system:</u>

The Co-ordinate reference system to be used for acquiring the Drone survey images will be Geogra phic Coordinate System (GCS) with WGS84 Datum and Decimal Degrees / Degree Minute Seconds as units. The ortho-mosaic shall be submitted in the Universal Transverse Mercator (UTM) with WG S-84 datum and units as Meters. The GCPs survey data and boundary pillar coordinates data shall be submitted in latitude and longitude (Deg. Min. Sec.) format in WGS 84 datum. The precision of the data submitted in GCS with WGS84 Datum should be in the format as (DD MM SS.SSSSSS)".

(i) Data output and formats:

The following data output will be provided by each lessee to IBM for the preceding financial year

SI no	Data Type	Format
1.	Orthomozaic image of lease area including 100m buffer zon e.	.tiff (geo tiff)
2.	Digital Elevation Model (3D) - DSM & DTM	.tiff (geo tiff)
3.	GCPs data (Datum-WGS 84, GCS)	.shp and MS-Excel
4.	RMSE Report	.txt/.doc
5.	Map of the mining lease showing area of;	.shp (in WGS 84 Datum
	a) actual excavation (mineral and waste),	in UTM Projected
	b) Mineral storage	Coordinate system)
	c) Subgrade dump,	
	d) Waste dump,	
	e) Afforestation,	
	f) Backfilled, reclaimed and rehabilitated area	
	Within the lease for the preceding	
	financial year;	
6.	Lease boundary pillar co-ordinates (as authenticated by sta te government should be submitted both in GCS and PCS in Datum WGS 84)	.shp and MS-Excel

7.	Drone Survey log sheet	.doc	
			1

(k) <u>Submission of Data to IBM:</u>

The processed output data of the drone survey shall be submitted in soft copy and hard copy in sto rage media (i.e. Pen Drive of 100 GB) with the details of the survey carried out as per the format a nnexed in the SOP of IBM. 03 nos of Pen Drive of 100 GB size required for submission to IBM and a spare copy for CCI. If the submitted pen drive to statutory authority (corrupt/malfunction/software i ssue/wrong data) at any point before final approval by Chief Mining Geologist, IBM, Nagpur and Re gional Controller of Mines, IBM, Dehradun whatever cost accrue will be on contractor part only.

In case, if any accident took place during operation/execution of contract at our premises either with HEMM or with manpower of contractor, all the relevant expenditure ie Survey, Compensation, TA, transportation charges, insurance liaison with concerned authorities etc will be on contractors account only, meaning thereby totally expenditure/responsible lies on the part of the contractor.

In case of non-fulfillment of any of such obligations, the contract will be liable f or termination at fifteen days notice given by the Corporation without prejudice to any of the other rights of the Corporation under this contract.

Contractor is required to engage sufficient competent Person. Shift supervisors/in-charges /Geologi st/ Surveyor should be certificate holders. Related certificate copies to be submitted.

The contractor will abide by all the provisions of the contract labour (Regulatio n & Abolition) Act and Rules made there under and indemnify the Corporation against any penal provisions under the aforesaid act etc. He shall also get him self registered with the competent authority and obtain a license for such work

(I) Output data submission form for Drone survey for the year:

SI no	Particulars	Details
1.	Name of the Mine	
2.	Name of the lessee, address, phone and email	
3.	Location of the Mine (Village, Taluka, District, State)	
4.	Total Lease area (Hectare)	
5.	Mine Code	
6.	IBM Registration number under Rule 45 of MCDR, 2017	
7.	Mineral	

8.	Method of Mining (open cast/Underground)	
9.	Name of Drone Agency	
10.	Remote Pilot Licence no.	
11.	Unique identification number (UIN No.) of Drone	
12.	Category of Remotely piloted aircraft	
	(Nano/Micro/Small/Medium/Large)	
13.	Type of Drone (Fixed wing/Multi Rotor) with specif ication	
14.	Survey start date and end date and time (DD/MM/YYYY) complete log sheet to be provided	
15.	Name of the pilot and observation during the surv ey (if any)	
16.	Type of sensor/camera used along with specificat ion	
17.	Height of the flight (above ground level) & altitud e (meter) of ground where drone flied	
18.	Total no. of GCP's	
19.	Device used for the collection of GCP	
20.	Total RMSE (Root mean square error)	
21.	Name of agency who have processed the output data	
22.	Software used for processing the data	
23.	Proposed excavation during the preceding year a s per mining plan (in cubic meter) (mineral and w aste)	
24.	Actual excavation during the preceding year in c ubic meter (mineral and waste) as per annual ret urn submitted to IBM	
25.	Data folder name and size	
26.	UTM Zone considered in projected coordinate sys tem	

- (m) All other terms & conditions as per the Final SOP of IBM and as per Rule 34 A of MCDR and other ap plicable rules and regulations from statutory body from time to time is applicable for this tender.
- (n) Any rectification in the data/result/report pointed out after scrutiny by the statutory authority after final submission in pen drive lies in the scope of the contractor. No extra charges whatsoever shall be paid by the Corporation for any such correction.

02) <u>DURATION OF CONTRACT:</u>

- a) **The duration of the contract is for 02 years**, however CCI reserves the right to extend contract further period of one year with same rates, terms and conditions.
- b) The time for completion of entire work of Drone survey of entire lease area and 100 mtr in the buff er zone shall be 02 month from the date of issue of LOI/WO / and accordingly report shall be submi

tted. However, the time may be extended at the discretion of CCI if sufficient and valid reasons ex ist.

- c) Execution of work shall be under supervision of HOD (Mines) or his representative.
- d) The contractor shall commence the above work within two week after the award of the LOI/WO.
- i) Latest version of Drone equipments etc or other suitable equipments have to be arranged by the Drone agency.
 - ii) Vehicle at survey site may be arranged by CCI for dropping and pick-up, if available.
 - iii) Helpers for field work may be arranged by CCI, if available.
 - iv) Stay (subject to avaibility) and food may be provided by CCI at Guest House, the charges as per prevalent rates shall be borne by the contractor.
- 04) Responsibilities for Contractor for statutory violations if any:
- a) The Contractor should submit the desired qualification, Experience certificates, Registration cert ificates and permission copies and all rules, regulations, guidelines etc notified by DGCA as indicat ed in the Final SOP of IBM for carrying out drone survey.
- b) The complete drone survey along with required data in required formats as per final SOP of IBM shall be prepared by the contractor. Any modification(s) that may be required to be undertaken to rectify to bring it to the conforming to the statutory requirements of IBM shall be the responsibility of the contractor and no additional expenses shall be borne by CCI on this account.
- 05) PAYING AUTHORITY: HOD (Finance), CCI Rajban, Sirmour District, Himachal Pradesh.

06) PAYMENT TERMS & CONDITIONS:

50% of the payment of total job will be made after Drone Survey, preparation of GCP's, Submission of Data in required formats as per final SOP(point no-10) of Drone survey by IBM, completely filled in Annexure –I of SOP and final submission of the data in 03 pen drive of 100 GB size. Remaining 5 0% of payments will be made after final approval by Chief Mining Geologist, IBM, Nagpur and Regi onal Controller of Mines, IBM, Dehradun Bills shall be submitted after completion of specified quan tum of job in all respects to HOD (Mines) and payment will be released within 15 days after submis sion of bills.

07) TERMINATION OF CONTRACT:

CCI reserves the right to terminate the contract at any time during the pendency of the contract wi thout assigning any reason therefore.

08) RESPONSIBILITIES OF THE CONTRACTOR WHILE AT WORK:

CCI shall responsibility, whatsoever, for any accident or mishap caused to his men or machine duri ng the course of work at site

09) EMPLOYMENT OF PERSONS BY THE CONTRACTOR:

a) The Contractor shall employ adequate number of persons in order to maintain progress commensurate with the magnitude of the work and complete the same in the stipulated period

and as per schedule of work specified.

- b) The Contractor shall not employ any female employee without prior written p ermission from the Corporation.
- d) The persons employed by the contractor shall be the employees of the contractor for all purposes and they shall not be deemed to be in the employment of the Corporation for any purpose, whatso ever.

10 <u>CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS EMPLOYEES:</u>

- a) The Contractor shall be liable for payment of wages and other benefits to his employees and labour as per statutory requirement as may be or may become applicable from time to time.
- b) The Contractor shall bear all liabilities for the staff and workers employed by him as regards any compensation any litigation and any other action arising ou t of operation of this contract.
- c) No claim whatsoever shall be entertained by the Corporation on this account. In this regard corporation is not at all responsible under any circumstances wh atsoever it may be.

11) PROVISION OF ACCOMMODATION ETC, BY CONTRACTOR TO HIS EMPLOYEES :

Stay (subject to avaibility) and food may be provided by CCI at Guest House, t he charges as per

prevalent rates shall be borne by the contractor.

12) HOURS OF WORK

The contractor will be required to work only during the hours as may be directed by the Corporation. The contractor shall not work on weekly day of rest or national/paid/festival holidays except with the prior written permission/instructions from the Corporation. The working time will be in general shift from 8.00 A M to 5.00 PM.

13) COMPLIANCE WITH STATUTORY PROVISIONS:

a) All the laws, rules and regulations made there under or any orders or directiv es of any local authority in regard to the operation of mines will have to be foll owed by the contractor and he shall be liable to pay and indemnify the Corpora tion against any fee, penalty or charges paid by the Corporation under any law s, rules, regulations etc. In their own interest, tenderers are advised to be fully conversant with the following;

- i) Metalliferous Mines Regulations 1961.
- ii) Mines Act, 1952.
- iii) Mines Rules, 1955.
- iv) Rule 34A of Mineral conservation and Development Rules, 1988, 2017 & 2021.
- v) Motor Vehicle Act.
- vi) Workmen compensation Act, 1933 and rules made there under.

Required all statutory records to be maintained properly as per procedure and also follow/adhere str ictly the statutory rules and regulations as applicable from time to time. Your employees/staff should be statutory certificate holders and related certificate copies to be submitted before start of th e work.

In case of non-fulfillment of any of such obligations, the contract will be liable f or termination at fifteen days notice given by the Corporation without prejudice t o any of the other rights of the Corporation under this contract.

- b) If contractor fails to make any payment to his employees at any point of time t he Corporation is to make such payment/claims/compensation etc., such payment on behalf contractor and the same shall be recovered from the contractor r unning bills or from any sum due to the contractor on this account or any account/s laying with Corporation.
- c) Safety equipments as per provisions of Metaliferous Mines Regulations 1961 and orders issued the re under including various circulars issued by the Director General of Mines Safety shall be provide d by the Contractor to his employees. Contractor should provide safety shoe etc to his employees. If the contractor fails to provide the safety equipments and appliances the Corporation may be provided the same on his behalf and the necessary cost of the same shall be recovered by the Corporation from time to time from the contractor's running bills or otherwise.
- 14) <u>GST</u>: Any statutory tax or duties as applicable being enforced by the authorit y during the contract period shall be borne by the Contractor. However, if GST applicable as per rules at any point of time shall be paid to the authority by the contractor and the same may be reimbursed to the contractor by the Corpor ation on production of original documents/receipts of GST paid. GST will be reimbursed after uploading/filling of concern invoice on GST portal subject to appearance on CCI GST portal
- 15) <u>CESS AND OTHER STATUTORY TAXES</u>: Any statutory such as Cess etc., tax or duties as applicable being enforced by the authority during the contract period shall be borne by the Contractor & same will be reimbursed by CCI after submission of original documents/receipt.

16) PROVISION OF ADEQUATE INSTRUMENTS, EQUIPMENT, MATERIALS

- a) The contractor shall employ adequate number of latest instruments; equipme nts etc in proper working order in order to maintain progress commensurate wi th the magnitude of the work and complete the same in the stipulated perio d and as per schedule of work specified.
- During the execution of work, the contractor shall at his own cost provide ade quate materials for proper execution of the work and ensure the stability and s afety of all structures and works and further ensure that no physical injury or h arm is caused or is likely to be caused to any person and no damage or loss is caused or is likely to be caused to any property.

17) <u>RATE:</u>

- a) Rates will be firm till completion of the contract.
- b) Billing will be done on L-1 rate received after tender for total scope of work.
- c) Drone survey work of Manal limestone mine (Lease area: 172.3 Ha) covering an additional area u pto 100 meter outside the lease boundary and submit processed output (digital elevation model (D EM) and Orthomosaic) images obtained from such survey as specified in accordance with the SOP and manual prescribed by Indian Bureau of Mines
- d) In case if the L-1 party is backed out for one or other reasons during tenure of the contract then the other parties will be given chance in order of merit with L-1 finalized rate.

18) <u>TERMINATION OF CONTRACT:</u>

The Corporation may terminate the contract at any time within their discretion, without assigning any reason therefore by giving 15 days notice in writing and without any liability to pay any compensation.

19) CONTRACTOR TO BE FULLY RESPONSIBLE IN CASE OF ACCIDENTS:

The entire responsibility on account of any accident/damage or personal injury which may occur to any of the Contractor's vehicle / equipments / to his employees or any outside party shall be exclusively that of the contractor and no claim whatsoever be entertained by the Corporation on his accounts. In this regard corporation is not at all responsibility under any circumstances whatsoever it may be.

20) CONTRACTOR NOT TO SELL ANY MATERIAL:

a) The Contractor shall not sell or otherwise dispose off or remove clandestinely any stone, clay, ballast, earth or rock or other materials or substances whatsoe

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c) All Gold, Silver, Oil and other materials or any description and all precious st ones, coins, treasures, relics, antiques and all other similar things which may be found in or upon the site shall not be removed or appropriated by the contractor in any way and it shall be his duty upon finding any such thing or things to inform forthwith the Corporation about it and duly preserve the same to the sat isfaction of the Corporation and shall from time to time deliver the same to such person or persons as the Corporation may appoint to receive the same.

21) <u>CLAIMS FOR COMPENSATION:</u>

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from the Corporation on any account or will the Corporation entert ain any claim for compensation except for the work done under this contract.

22) EXTENSION OF PERIOD OF COMPLETION:

When there is a written request of the Contractor for extension of the period of completion and if in the opinion of the Corporation, the work is delayed by re ason of extra or additional work of any kind which fairly entitled the contractor to an extension of time, the Corporation in its absolute discretion may consider the grant of extension of time for completion of the work, but no compensation will be paid to the Contractor on this account.

23) <u>COMPLETION OF WORK AND LIQUIDATED DAMAGES:</u>

- a) Time is the essence of the contract, the entire work as stipulated will have to be completed within the stipulated period mentioned in the tender notice. In c ase the quantity of work is increased by the Corporation as stipulated in clause (8.4 of Part II) the time of completion shall be proportionately extended by the Corporation.
- b) The work shall be completed by the contractor within the time stipulated in the tender and to the satisfaction of the Mines Manager or his representative failing which the contractor shall pay damage to the Corporation equivalent to the amount of 10% of the value of the unexecuted portion of the work on the date of abandonment, if he abandons the work at any time or fails to complete the works within the stipulated time. While calculating the damages for failure of the contractor to complete the work in stipulated time the penalty imposed under sub-para (b) above, on account of shortfall in achieving targets shall be taken into account and the contractor shall be required to pay either the penalty imposed according to sub-para (b) above or the damages as per this sub-para which chever of the two is higher.

c) In case the contractor fails to complete any of the items as stipulated in the s chedule of quantities a portion of the payment may be decided by the Corporat ion shall be withheld from his running bills which shall be paid after completion of that specific item of the work.

24) OTHER CONDITIONS

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- a) Tenderer may visit the site before submitting the quotation.
- b) While performing the job, Contractor will have to observe the provisions of MMR 1961,

Mines Act 1952, Mines Rules, 1955, MCDR 1988, 2017&2021, Motor Vehicle Act, Workmen Compensation etc., Payment and Wages Act 1956.

- c) The contractor shall be liable for payment of all wages and other applicable benefits to his employ ees and labours as per statutory requirements. The contractor shall bear all liabilities for staff and workers employed by him as regards any compensation, any litigation etc.
- 25) To place adhoc order simultaneously or at any time during the period of the contract with on e or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit at the risk and cost of the Contractor / Contractors.
- Normally no price negotiation will be conducted. Tenderers are advised to quote most competitive rates. However, Corporation reserves the right to negotiate with the lowest tenderder for any reaso n.
- In case of the due date of sale / submission / opening of tender falling on Government holiday(s), t he succeeding working day / date will be treated as due day / date automatically. However, the ti me will remain unchanged.
- 28) The work will not be sublet by the Contractor to any other party without the written permission of t he Corporation.
- 29) All statutory taxes will be deducted as per rules and regulations.
- 30) <u>EARNEST MONEY DEPOSIT</u>:

Nil

31) SECURITY DEPOSIT:

- a) The Successful tenderer shall have to furnish security Deposit equivalent to 05% (Five percent) of the total value of the contract by the way of Demand Draft/Bank Guarantee in CCI Format to be provided by CCI towards satisfactory performance of the contract within 15 days from the date of award of the work order.
- b) This Security Deposit shall be refunded within 03 months from the date of satisfacto ry completion of work.

- 32) In the event of negotiations, only downward revision of rates will be allowed. Any change in techno commercial terms as agreed earlier, will not be permitte d at this stage. Hence any qualifying remarks in the price bid revised/negotiate d offer will not be entertained.
- 33) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowe d on this account whatsoever it may be.
- 34) Stay (subject to avaibility) and food may be provided by CCI at Guest House, the charges as per prevalent rates shall be borne by the contractor.
- 35) The contractor shall submit along with the tender the photo copies of all testimo nials of his working as Drone surveyor, length of working experience in relevant field, all applicable permissions from DGCA and other statutory bodies w.r.t Dro ne survey.
- 36) All others terms, as per clause 10 of Part-I (Instruction to Contractor/Bidder/Ten derers) Clause no- 15.3, 15.5, 15.6, 15.8 of Part-II (General terms and conditions), Annexure 6 & 7 and Integrity Pact are not applicable under this contract.
- 37) The work will be awarded on over all L-1 basis.

(Explanatory Note: For the purpose of billing as well as for applying the penalty a month will always be re ckoned as a calendar month).

38) **JURISDICTION:**

The Courts in Paonta Sahib/Nahan, H.P. shall alone have jurisdiction to decide or adjudicate upon any dispute which may arise out of or in connection with Contract.

Signature of tenderer

PO RAJBAN CEMENT FACTORY DISTRICT SIRMUR (H.P)

ANNEXURE -D

PRICE BID PROFORMA

S.No.	DESCRIPTION	UNIT	RATE FOR TWO YEAR
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1.0	Annual rate contract for Drone survey work of Manal limestone mine coverin g lease area (172.3 Ha) and an additi onal area upto 100 meter outside the lease boundary and submit processed output (digital elevation model (DEM) and Orthomosaic) images obtained fr om such survey as specified in accord ance with the SOP and manual prescribed by Indian Bureau of Mines and its acceptance by the concerned Region al Controller of Mines (Dehradun Region), Indian Bureau of Mines, Government of India and as per provisions of Rule 34A of MCDR 2017 amended in 20 21 for 02 years and 01 year extendab le subject to fulfillment of tender terms and conditions.	LUMP SUM FOR TWO YEAR	Without GST	With GST
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- i) I have read the terms & conditions of the tender and the above rates are for the complete work as required in the scope of work clause 1.0 & 2.0.
- ii) All terms & conditions as acceptable to me.
- iii) I understand that other than above payment, no element will be payable & I will not claim for any extra payment.

	for any extra payment.	
		(Signature of Tenderer)
<u>Date</u> :		
	Name of the tenderer:	
	<u>Address</u> :	
	Dhana Na	
	Phone No.:	

Email:-

<u>Seal</u>:

19 / 21

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---