



Government of Goa
Directorate of Mines and Geology

Request For Proposal

DRONE LiDAR SURVEY
FOR
VOLUMETRIC ESTIMATION
OF MINING DUMPS IN GOA

RFP No: - 03/114/2023/Dump/Major/Mines

August 2023

Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Volumetric estimation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority 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 RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the work of volumetric estimation and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority 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 Proposal, regardless of the conduct or outcome of the Selection Process.

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ACRONYMS AND ABBREVIATION

AOC	AWARD OF CONTRACT
TB	TECHNICAL BID
FB	FINANCIAL BID
DMG	DIRECTORATE OF MINES AND GEOLOGY
TDF	TENDER DOCUMENT FEE
TPF	TENDER PROCESSING FEE
EDM	EARNEST MONEY DEPOSIT
TQ	TECHNICAL QUALIFICATION
LOA	LETTER OF AWARD
SD	SECURITY DEPOSIT

1. INTRODUCTION

1.1 Background

The Directorate of Mines and Geology (DMG) has inventoried list of around 733 million tons of dumps at 313 locations at various places in the State. Besides, there are possibilities of dumps at some locations which are not in the inventoried list. Further, there are stacks of ore both inventoried and non-inventoried, which are to be auctioned. The quantity of such dumps and ore are as declared by the erstwhile lessee. For the purpose of auctioning, it is necessary that the geo-locations, photographs are taken to assess and confirm the quantity of the ore available. For this purpose, the department intends to float a RFP to on-board the vendor to carry out the drone LiDAR survey to assess the volume of ore of these identified locations. The list of locations is attached as annexure A (Locations).

Objective

The DMG needs to ascertain the quantity of the dump before auctioning so that the bidder is aware about the actual quantity before placing the BID.

1.2 Request for Proposals

Directorate of Mines and Geology, Government of Goa invites RFP in 2 bid format comprising of Technical Bid (TB) and Financial Bid (FB) for “Drone LiDAR Survey for Volumetric Estimation of Mining Dumps in Goa”. The RFP document for this may be downloaded from <https://eprocure.goa.gov.in/> or <https://dmg.goa.gov.in/>.

The sale of RFP document will commence on the next date of publication of this RFP notice and will close on the date specified on the RFP document. Financial Bids of the technically qualified bidders shall be opened before the successful bidders and evaluated before awarding of the contract.

Directorate of Mines and Geology reserves the right to reject all or any of the RFP without assigning any reason thereof. The RFP which is conditional/

incomplete/ belated/ without Earnest Money Deposit, Tender Processing Fee & Tender Document Fee will not be entertained.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the dumping site and sending written queries to the Authority.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the Proposal Due Date (the “PDD”).

1.5 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted mandatorily through e-tender process. However, two hard copies of the technical bids are to be submitted to the Authority before the bid due date. Financial bids are to be submitted through e-tender mode only. Physical submission of financial bid shall amount to immediate disqualification from the bid process. Only the technical bids will be opened first and a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. The applicants who have failed to qualify for short-listing will be disqualified and their financial bid will become invalid and will not be opened. Thereafter, financial bids of short-listed bids only will be opened. The bidder who quotes the lowest financial bid will be selected as “Successful Bidder”.

1.6 Currency conversion rate and payment

The bid to be quoted in Indian Rupee (INR) only. All payments to the successful Bidder shall be made in INR in accordance with the provisions of this RFP.

1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

SNO	Event Description	Date
1.	Last date for receiving Queries /clarifications	14/08/2023
2.	Pre-Proposal site visit	Before bid due date
3.	Pre-Proposal Conference	16/08/2023
4.	Authority response to queries	28/08/2023
5.	Proposal Due Date or PDD	05/09/2023
6	Submission of Hard copies (Technical Bid)	06/09/2023 before 03:00 PM
7.	Opening of Technical Proposals	06/09/2023 at 04:00 PM
8.	Opening of Financial Bids	Will be intimated
9.	Letter of Award (LOA)	Will be intimated
10.	Signing of Agreement	Will be intimated
11.	Validity of Bid	180 days of Proposal Due Date

1.8 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 16/08/2023

Time: 03:00PM

Venue: Directorate of Mines and Geology, Panaji

The interested bidders those willing to participate in the pre-proposal have to send an email request indicating names of the participants and their ID proof.

1.9 Communications

All communications including the submission of Proposal should be addressed to:

The Director

Directorate of Mines and Geology

Ground Floor of Institute Menezes Braganza,

Panaji, Goa - 403 001

Email: auction-dmg@goa.gov.in

1.10 The entire addendum, corrigendum and any other bid related details, if any, will be communicated to the applicant through e-tender mode only. Such documents shall become a part of the RFP.

1.11 All communications should contain the following information, to be marked at the top in bold letters: RFP Notice No. 03/114/2023/Dump/Major/Mines for “Drone LiDAR Survey for Volumetric Estimation of Mining Dumps in Goa”.

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Work

The scope will include following activities in carrying out Drone LiDAR survey for the volumetric estimation of the identified dumps;

1. The volumetric estimation survey shall be conducted using LiDAR Drone.
2. Visit the locations where the dumps are placed and carry out survey as per Standard Operating Procedures under sub rule(5) of rule 34A of MCDR, 2017.
3. Submit a detailed methodology/plan adopted for calculating the Dump volume.
4. Take all necessary permissions for carrying out the drone LiDAR survey as per Directorate General of Civil Aviation's Standard Operating Procedures under sub rule(5) of rule 34A of MCDR, 2017.
5. The raw and processed data to be handed over to the department as per the formats mentioned in the Standard Operating Procedures under sub rule(5) of rule 34A of MCDR, 2017.
6. The volume estimation data to be provided in the format as shared by the department, *(format will be shared with the selected vendor)*.
7. The survey estimation data to be integrated with One map GIS application of the State.

PROJECT PERIOD

The project to be completed in 4 months from the issue of LOA, with not less than 50 locations to be completed in a month. If there are genuine reasons for any delay then Government reserves the right to extend the timeline, but not mandatory. Further, Government may consider to retain the selected vendor as empanelled for a period of 3 years for any volumetric estimation of major/minor mineral leases and additional ore/dumps, if needed.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

TECHNICAL QUALIFICATION(TQ)		
SN	Qualification Criteria	Supporting Documents
1.	<p>The bidder should submit the RFP payments in the form of ePayment mode only, through online payment Getaway on portal https://eprocure.goa.gov.in by:</p> <p>Direct pay by Internet Banking Payment , NEFT/RTGS before the period of RFP submission date.</p> <p>Note: The standard rates towards RFP processing are as follows –</p> <p>a. Tender document fee - Rs.6000/-</p> <p>b. eTender processing fee- Rs.3000/-.</p> <p>c.Earnest money deposit - Rs. 200000/-.</p>	<p>Bidders participating in e-tendering have to remit the Tender Document Fee (TDF), Tender Processing FEE (TPF) & Earnest Money Deposit (EMD) through online payment Getaway on portal https://eprocure.goa.gov.in by:</p> <p>Direct pay by Internet Banking Payment , NEFT/RTGS</p> <p>Note: Any payment made through RTGS/NEFT normally takes 24 hours for its reconciliation. Hence applicants are therefore advised to make the payments through NEFT/RTGS at two bank working days in advance before due date.</p>
2	<p>Legal Entity</p> <p>The bidder should be a Company registered under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm with GST registered in the State as on the bid submission date.</p> <p>In the case of registered partnership firm all</p>	<p>a) Copy of the Certificate of Incorporation.</p> <p>b) In case the Bidder is a Registered Partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>d) Copy of Certificate of Registration.</p>

	partners shall be liable, jointly or severally responsible during the bidding process and during the complete contract period in accordance with the terms of contract. The bid shall be signed so as to legally bind all partners, jointly and severally.	
3	Pilot Certification The pilot flying the drone should have at least a valid remote pilot certificate from an approved DGCA Remote pilot training Organisation.	Valid remote pilot training certificate along with details of the pilot to be submitted.
4	Drone survey Experience The bidder should have executed at least 2 Drone LiDAR survey for State Govt. /PSU /Corporates/Local bodies/Private company during last five years.	Work Order AND Completion Certificates from the client to be submitted. List of all the projects to be submitted in the format as mentioned in Annexure G.
5.	Drone Registration The drone used for the survey must have DGCA licensing certificate.	DGCA licensing certificate mentioning the drone UIN to be submitted..
6.	Non - Blacklisting The bidder should give the acceptance of the Terms and Conditions as mentioned in the document and also that the company/ agency is not been blacklisted by any Central / State Government institution or any other private agency.	Letter of Undertaking mentioned at Annexure D has to be given.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection

Drone LiDAR Survey for Volumetric Estimation of Mining Dumps in Goa
Process of the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the PBG without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the successful bidder provides professional, objective, and impartial advice and at all times hold the Authority’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The successful bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the RFP. An Applicant shall not be entitled to submit another application.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process visits to the Authority, mine dump site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the few mining dump sites and ascertaining for themselves the site conditions, Terms of Reference and other details that may be required, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - (d) acknowledged that it does not have a Conflict of Interest; and
 - (e) agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Authority by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at the address mentioned.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries through e-tender mode.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it through e-tender process.

The amendments will be posted through on the e-tender process which will thus form part and parcel of the RFP and will be binding on all Applicants. All such amendments will be uploaded on the e-tender website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend

the Proposal Due Date.

2.11 PREPARATION AND SUBMISSION OF PROPOSAL

Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. Submission of the complete Proposal through e-tender process, both technical and financial, is mandatory.

In addition, the Applicant shall prepare one original set of the Technical Proposal which should be exactly the same as that submitted through e-tender process and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the technical Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

However, submission of financial proposal shall be through e-tender process only and the **Applicant shall not make any physical submission of financial proposal. In event, if any Applicant makes physical submission of financial proposal, the Applicant shall be disqualified from the bid process.**

The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In

case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;

Applicants should note the Proposal Due Date, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications.

2.12 Technical Proposal

Applicants shall submit the technical proposal in the formats as mentioned in the eligibility conditions, technical qualification.

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power of Attorney, if applicable, is executed as per Applicable Laws;

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the successful bidder either by issue of the LOA or entering into of the Agreement, and if the Selected bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Independent Engineer, as the case may be.

In such an event, the Authority shall forfeit and appropriate the PBG the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.13 Financial Proposal

Applicants shall submit the financial proposal through e-tender mode only in the format prescribed therein clearly indicating the total cost in both figures and words, in Indian Rupees, and signed (digitally) by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. **Applicant shall not make any physical submission of financial proposal. In event, if any Applicant makes physical submission of financial**

proposal, the Applicant shall be disqualified from the bid process.

2.14 Submission of Proposal

The Applicants shall submit the Proposal through e-tender process with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of the RFP. In addition, the Applicant shall submit hard bound copy of Technical Proposal, which should be exactly the same as that submitted through e-tender process. However, the Financial Proposal has to be through e-tender process only and the Applicant shall not make physical submission of Financial Proposal.

2.14.1 Physical submission of hard bound copy of Technical Proposal must be sealed in an envelope which will bear the address of the Authority, RFP Notice number, and the name and address of the Applicant. It shall bear on top, the following:

“DRONE LiDAR SURVEY FOR VOLUMETRIC ESTIMATION OF MINING DUMPS IN GOA”.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.14.2 The aforesaid envelope marked “Technical Proposal” shall contain all the documents mentioned in the technical qualification section.

2.14.3 The completed Proposal must be submitted through e-tender process on or before the specified time on Proposal Due Date. Physical submission of Technical Proposal must also be made on or before the specified time on Proposal Due Date. Proposals submitted by fax or e-mail shall not be entertained.

2.14.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only

information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.14.5 The rates quoted shall be firm throughout the period of performance of the assignment upto and completion of the task assigned and discharge of all obligations of the Independent Engineer under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted at or before the Proposal Due Date specified in the manner and form as detailed in this RFP. The Applicant shall automatically receive receipt through e-tender process upon submission of the Proposal through e-tender process. However, a receipt of physical submission of Technical Proposal should be obtained from the person specified therein.

2.15.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

2.16 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked

“MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18 Performance Security

2.18.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices.
- (b) if the Applicant is found to have a Conflict of Interest.
- (c) if the Selected Applicant commits a breach of the Agreement.

2.18.2 An amount equal to 3% of the Agreement Value shall be deemed to be the Performance Security. The Applicant shall submit the Performance Security in the form of Bank Guarantee (“Performance Bank Guarantee”) issued by any nationalised/scheduled bank having their branch in Goa and valid till 30 days after completion of entire services, payable in Goa, India.

EVALUATION PROCESS

2.19 Evaluation of Proposals

2.19.1 The Authority shall open the Technical Proposals on the Proposal Due Date, in the presence of the Applicants who choose to attend. The Technical Proposal submitted through e-tender process shall be opened first followed by the physically submitted envelope marked “Technical Proposal”. Upon evaluation technical proposal and short listing of eligible applicants, the Financial Proposal shall be opened through e-tender process for which a date will be intimated to the short listed applicants by

2.19.2 Proposals for which a notice of withdrawal has been submitted shall not be opened.

2.19.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form as mentioned in the RFP.
- (b) it is received by the Proposal Due Date including any extension thereof
- (c) it contains all the information (complete in all respects) as requested in the RFP;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

2.19.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.19.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and short-listed Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present.

The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.19.5 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.6 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the work is subsequently awarded to it.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

APPOINTMENT OF THE SUCCESSFUL BIDDER

2.22 Negotiations

2.22.1 The Successful Bidder may, if necessary, be invited for negotiations. The negotiations shall not be for reducing the price of the Proposal, but will be for re-confirming the obligations under this RFP. Issues such as understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Successful Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked bidder as the Successful Bidder and invite it for negotiations.

2.22.3 Issue of Letter of Award

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the successful bidder and the successful bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant.

2.22.4 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the successful bidder, it shall execute the Agreement within the period mentioned.

2.22.5 Commencement of assignment

The successful bidder shall commence the work within 14 (Fourteen) days of the date of the Agreement. If the successful bidder fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked bidder for negotiations. In such an event, the EMD of the first ranked Applicant shall be forfeited.

2.26 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the successful bidder, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the successful bidder to the Authority in relation to the task of Independent Engineer shall be the property of the Authority.

3.CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposal

- 3.1.1 In the first stage, proposal of each applicant shall be scrutinized to establish “Responsiveness”. Each Applicant’s proposal shall be checked for compliance with the submission requirements set forth in this RFP. Any of the following conditions shall cause the Proposal to be “Non-responsive”:
- a) Proposals that are incomplete, i.e. not accompanied by any of the applicable formats.
 - b) Proposal not received by the due date and time
 - c) Proposal having Conflict of Interest
 - d) Proposal being conditional in nature
 - e) Applicant submitting or participating in more than one Proposal.
 - f) Applicant delaying in submission of additional information or clarifications sought by Authority as applicable;
 - g) Bidder makes any misrepresentation in contravention to the terms of this RFP
- 3.1.2 The Evaluation Committee appointed by the Authority shall carry out its evaluation considering the information furnished by the Applicants and applying the eligibility criteria specified in this RFP.

3.2 Financial Proposal Evaluation

- 3.2.1 After the evaluation of Technical Proposals is completed and the Technically Qualified Applicants are finalized, Authority may notify those Applicants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will not be opened. The Authority shall simultaneously notify the technically qualified firms indicating the date and time set for opening of the Financial Proposals.
- 3.2.2 The Financial Proposals shall be opened publicly in the presence of the Applicants’ representatives who choose to attend. The name of the Applicant and the proposed prices shall be read aloud and recorded when the

Financial Proposals are opened on e-tender mode Authority shall prepare minutes of the public opening.

- 3.2.2. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Independent Engineer.

3.3 Cost Based Selection Approach

- 3.3.1 The selection is based on least cost basis among the technically qualified Applicants.
- 3.3.2 Applicant submitting the lowest Financial Proposal shall be the selected bidder.
- 3.3.3 The successful bidder shall be the first ranked Applicant (L1 Applicant). The second ranked Applicant (L2 Applicant) shall be kept in reserve and may be invited for negotiations in case the L1 Applicant withdraws, or fails to comply with the requirements. In case the L1 Applicant withdraws or get disqualified for any reason, the L2 Applicant will be awarded the work only if the applicant agrees to match the financial proposal of the L1 Applicant.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers

shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal 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 or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Independent Engineer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- 4.3 For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Independent Engineer/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of

Drone LiDAR Survey for Volumetric Estimation of Mining Dumps in Goa
restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 A maximum of two representatives of each interested bidder shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- 5.3 Every page of the written query must be signed and stamped by the Authorized signatory. The scanned copy of the written query must be sent by email to the official id of the Authority on or before the due date. The hard copy of the written queries must reach the Authority office on or before date mentioned above.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

ANNEXURE "B"

Covering Letter Format

To,
The Director
Directorate of Mines and Geology
Ground Floor of Institute Menezes Braganza,
Panaji, Goa - 403 001

Dear Madam/Sir,

Tender No: _____

Dated: _____

Having examined the tender document including all Annexure's the receipt of which is hereby duly acknowledged, we, the undersigned, offer to participate in the tender in conformity with the said tender in accordance with the schedule of rates indicated in the commercial offer made part of this offer.

If our offer is accepted, we undertake to work as specified in the tender document by entering into agreement within two weeks from the date of issue of order.

If our offer is accepted, we undertake to abide by all the rules and regulations as prescribed and changed from time to time during the tender period.

I/We also undertake that we will not resort to illegality in the work and any illegality found we are liable for any action of DMG.

We are aware that it is at the discretionary of the Directorate of Mines and Geology for accepting or rejecting the tender. We accept all the instructions, Terms and Conditions in the tender.

Dated _____

Signature _____

Name of the company with seal / individual

ANNEXURE "C"

Letter of Undertaking

To
The Director
Directorate of Mines and Geology
Ground Floor of Institute Menezes Braganza,
Panaji, Goa - 403 001

Sir,

Sub: Undertaking of acceptance of the Terms and Conditions as mentioned in the RFP

Ref: Tender No. _____ dated _____

I/We _____ have gone through the Terms and Conditions, Scope of Work and will abide by them.

I/We _____ hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ State or Central Public Sector Undertakings during the last two years. We also hereby confirm that our EMD/ Security Deposit were not forfeited by any State Government / Central Government / State or Central Public Sector Undertakings during the last two years due to our non-performance, non-compliance with the conditions etc.

I/We _____ hereby declare that all the particulars furnished by us in this RFP are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted.

Yours Faithfully,

For _____

Signature

Name:

Designation:

Note:

- 1) Declaration on the company's letter head should be submitted as per the format given above.
- 2) If the bidding firm has been blacklisted earlier by any State Government / Central Government / State or Central Public Sector Undertakings, in such case the details should be provided.

ANNEXURE “D”**DETAILS OF THE ORGANIZATION**

No.	Details	Responses
1	Name of the bidding firm	
2	Registered Office with full address	
3	Telephone No(s)	
4	e-mail address	
5	Website URL	
6	Incorporation status of the firm (public limited / private limited etc.)	
7	Year of Establishment	
8	Date of registration	
9	Name & Designation of Authorized Signatory	
10	Income Tax Registration No.	
11	Service Tax Registration No.	
12	Name, Address, email, Phone nos. and Mobile Number of Contact Person(s)	

(Authorized Signatory)**Name:****Designation & Authority:****Place:****Date:**

I/We _____ hereby declare that all the particulars furnished above are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable to be blacklisted.

ANNEXURE “E”

Authorization Letter Format

(To be presented by the authorized person at the time of Financial Bid Opening in their Official letterhead)

Tender No:

To,
The Director
Directorate of Mines and Geology
Ground Floor of Institute Menezes Braganza,
Panaji, Goa - 403 001

Dear Madam,

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above for the tender so specified

Mr. /Miss. / Mrs. _____ is hereby authorized to attend the bid opening of the above tender on behalf of me / our organization.

The specimen signature is attested

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

ANNEXURE “F”

DETAILS OF PROJECTS COMPLETED

Sr No	Project Name	Client Details	Work order date	Location of the survey with area in sq km.	Cost of the Project (Including Taxes)	Reference Contact Details	Project End Date
		Name: Address: Contact Person: Contact Number:		Location: Area surveyed:		Name: Designation: Contact No:	

I/We _____ hereby declare that all the particulars furnished above are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable to be blacklisted.

FINANCIAL BID

Financial Bid has to be submitted as per the below format and Financial Bid of only those bidders will be opened who qualify as per TQ requirements.

FINANCIAL BID FORMAT

(Online Mode Only)

SrNo	Description	Total Cost in Rs. (inclusive of all taxes)
1	Rate per dump location	
TOTAL AMOUNT		

Financial Terms and Conditions:

- Rates mentioned above are inclusive of all taxes.. No charges of whatsoever nature would be paid additional to the cost mentioned above.
- The bidder must use only the format provided in the e-tender website for submitting the financials. Any other formats/ forms will not be accepted and such tenders will be rejected.
- **The bidder must provide the Financial Bid strictly in e-tender mode only. Hardcopies of the Financial Bid should not be submitted.**
- The charges quoted must be firm and final and shall not be subject to any upward modifications on any account whatsoever.
- It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the RFP by the Bidder will be permitted throughout the period of contract or throughout the period of completion of contract including extended period, whichever is later on account of any reasons whatsoever.