



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

**Hiring of Heavy Earth Moving Equipments for Removal of Overburden,
Depressurisation and Raising of Saleable Lignite at Matasukh Lignite
Mines, District Nagaur (Rajasthan)**

E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

Issued: On behalf of RSMML

by

General Manager (Contracts)

4- Meera Marg, Udaipur-313 001 (Raj)

PERIOD OF DOWNLOADING OF TENDER : From 16.05.2019 to 10.06.2019 to 1.30 PM

**PRE-BID MEETING DATE & TIME : on 29.05.2019 at 11:00 AM at RSMML Corporate Office,
Udaipur, Rajasthan -313001**

LAST DATE OF ONLINE SUBMISSION : 10.06.2019 up to 3.00 PM

DATE OF OPENING OF PART-I : 11.06.2019 AT 3.30 PM

Registered Office: C-89-90, Jan path Lal Kothi Scheme, Jaipur –302 015 Phone:0141-2743734 Fax : 0141-2743735	Corporate Office: 4, Meera Marg, Udaipur - 313 001 Phone : 0294-2428763-67, fax 0294-2428768,2428739	SBU & PC – Lignite: Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-30±05. Phone No (0141)2227690, 2227938, 2227906, Fax: 141- 2227761
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Cost of tender document Rs. 4720 (Inclusive GST) Non Transferable & Non Refundable.

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RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone :(0294) 2427177, 2428792, 2428763-67, Fax :(0294) 2428768
Email: contractsco.rsmml@rajasthan.gov.in

E- tender no. RSMM/CO/GGM(Cont)/Cont-04 /2019-20

Dated: 16.05.2019

NOTICE INVITING TENDER

Online e-tenders are invited through <https://eproc.rajasthan.gov.in> for following works:-

Brief Description of Work	Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising and Loading of Saleable Lignite alongwith Depressurisation work at Matasukh pit of Kasnau-Matasukh Lignite Mine, District Nagaur (Rajasthan)
Estimated Quantity	24.87 Lac MT Lignite
Contract Period	Five Years
EMD/Bid security	Rs.600 Lac by BG / DD/ PO/e-payment
Cost of tender document	Rs. 4720/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur. In case downloaded from website, tender fee to be deposited with the bid.
Processing Fee	Rs. 1000/- payable by DD in favour of "MD, RISL" payable at Jaipur.
Period of Downloading Bid Document	From 16.05.2019 to 10.06.2019 up to 1:30 PM
Date & time of Pre bid Meeting	29.05.2019, on 11:00 AM at RSMML, Corporate office, Udaipur,
Last Date & Time of Submission of Bid online & Physical Documents/ Fees	Dt. 10.06.2019 up to 3.00 PM, Online / at Udaipur
Opening of Techno-Commercial Bid	Dt. 11.06.2019 at 3.00 PM, Online

General Manager (Contract)



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
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Phone :(0294) 2410299, 2428792, 2428763-67, Fax :(0294) 2428768
Email: contractsco.rsmml@rajasthan.gov.in

E- tender no. RSMM/CO/GGM(Cont)/Cont-04 /2019-20

Dated: 16.05.2019

DETAILED NOTICE INVITING E-TENDER

Online e-tenders are invited through <https://eproc.rajasthan.gov.in> for following works:-

Brief Description of Work	Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising and Loading of Saleable Lignite alongwith Dewatering work at Matasukh pit of Kasnau-Matasukh Lignite Mine, District Nagaur (Rajasthan)
Estimated Quantity	24.87 Lac MT Lignite
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Cost of tender document	Rs. 4720/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur. In case downloaded from website, tender fee to be deposited with the bid
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- (i) The tenderer should fulfill following pre-qualifying criteria:
- (a) The annual turnover of bidder from any business should be atleast Rs 30 Crores, during any of the four preceding financial years i.e., 2015-16, 2016-17, 2017-18 & 2018-19
- (ii) The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com, eproc.rajasthan.gov.in and on sppp.raj.nic.in for the purpose of downloading.

- (iii) The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall reach to the office of undersigned on or before the time specified for submission of techno-commercial part of tender.
- (iv) The tender shall be pre-qualified on the basis of documents furnished/uploaded along-with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.
- (v) In case tenderer is a Company registered under Companies Act, then turnover of the Company shall only be considered. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint/several responsibility; in such cases cumulative turnover of partners/members should be considered. In case of a Joint Venture all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and the Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- (vi) Any person participating in the tendering process shall be subject to code of integrity and disclose conflict of interest, as defined in Rule 80 and should not have a conflict of interest in the tender as stated in Rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 and the tender document. Appropriate actions against such bidder in accordance with Section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process, then such tenderer found to have a conflict of interest shall be disqualified.
- (vii) Tenderer(es) who have been banned/ suspended by the company or any government organisation/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.
- (viii) Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.
- (ix) The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

- (x) The tenderer has to deploy the requisite number of equipment required to perform the entire scope of work so as to achieve the production targets, as given by the Company from time to time.

General Manager (Contract)

Note: The tenderers are advised to keep visiting RSMML / E-proc/ SPPP website till due/ extended due date(s) of tender for corrigendum/ addendum, if any, to the tender. Only DD of EMD, Tender document fees, processing fees, declarations and affidavits shall be physically deposited in original to RSMML Corporate office, Udaipur and scanned copy of same is to be uploaded with other documents on or before the due date of submission.

SECTION – I

DEFINITIONS & INTERPRETATIONS

1.1 DEFINITIONS

In this tender document (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1.1 “Accredited representative of contractor” or “Representative of contractor” means a person duly authorized by the contractor to receive information and instructions from the company for the work.
- 1.1.2 “Agent” shall mean the person so designated for mines under applicable statutory provisions & so notified by the company.
- 1.1.3 “Alteration/ Variation Order” means, any order given in writing by the Engineer-in-Charge to the contractor from time to time to effect additions / deletions from and/or alteration in the work/s.
- 1.1.4 “Approved” shall mean approved in writing by the Company/ Engineer-in-Charge.
- 1.1.5 “Appointing Authority”- wherever the expression is used shall mean the Managing Director of the company.
- 1.1.6 “Aquifer” shall mean formation having capacity to store and transmit ground water which herein refers to formation of saline water in a confined condition, occurring below the clay lignite horizon having TDS in the range of 10,000-15,000 ppm.
- 1.1.7 Area “Mine Lease” and “Mine” shall mean the area bound by the lease boundary as shown in the topo-sheet 451/4. The deposit can be located on the topo-sheet between:

Latitude: N 27° 03’00” to N 27° 07’00”
Longitude: E 74° 02’40” to E 74° 04’ 55”
- 1.1.8 “Bank Cubic Meter/s” “BCM” shall mean the volume of rock in situ (in-situ) without being disturbed.
- 1.1.9 “Blasting” shall mean the operations carried out for fragmentation of rock as generally adopted in open cast mines by charging of drill holes with conventional explosives under the supervision of a qualified blaster having competency certificate in blasting under the Coal Mines Regulation 2017.
- 1.1.10 “Brackish water/Saline water” shall mean the quality of water with TDS varying from up to 15,000 PPM.

- 1.1.11 “Clause” or “provision” shall mean the clause and sub clauses of this tender document and/or agreement etc.
- 1.1.12 “CMPDI” shall mean “Central Mine Planning & Design Institute Limited”, Ranchi, a Govt of India PSUs under Ministry of Coal (for depressurization and rehabilitation).
- 1.1.13 “COMPANY” or “RSMML” or “Management” shall mean Rajasthan State Mines & Minerals Limited, having its registered office at C-89-90, Janpath, Jaipur-302015 (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorised to act on its behalf for the purposes of contract.
- 1.1.14 “Contract”, “Contract Agreement”/“Agreement’ shall mean the agreement between the company and the contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans, and agreed variations (if any), Detailed Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 1.1.15 “Contractor” shall mean the person or persons, firm or company, whose tender has been accepted by the company and shall include his/its/their legal representatives, administrators, successors and assigns/assignees
- 1.1.16 “Contract Document” shall mean collectively tender documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.17 “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.18 “Commencement of work” shall mean start of work of rock handling by the contractor as per contract terms to the satisfaction of the Engineer-in-Charge.
- 1.1.19 “Depressurisation” shall mean Construction & Development of Tubewells, Supply, installation, operation and maintenance of submersible pumps therein, for the purpose of dewatering of the confined aquifer in the Matasukh pit, transportation of pumped out water to mine site surface saline water bunds associated power distribution system and standby power supply system thereof.
- 1.1.20 “Drawings” shall mean all map/s, plan/s section/s, sketch/s, layout/s, and tracing/s, or print/s, thereof with additions, alterations, corrections and modifications, if any as may be approved in writing by the Engineer-in-Charge from time to time broadly

defining the scope of specifications for the execution of the contract.

- 1.1.21 “Engineer-in-Charge(E.I.C.)” shall mean the Officer of the Company specifically authorized for enforcing the agreement on behalf of company.
- 1.1.22 “Final Certificate” in relation to the work shall mean the certificate regarding the satisfactory compliance and performance of the various provisions of the contract issued by the Group General Manager of SBU&PC Lignite, after the period of liability.
- 1.1.23 Financial Year- means a period of twelve months commencing from first day of April of a year to last day of March of next calendar year.
- 1.1.24 “Group General Manager (Contract)/ General Manager (Contract” shall mean the Group General Manager/General Manager of ‘Rajasthan State Mines & Minerals Limited’ so designated for Contracts or his successors in office so designated by the company.
- 1.1.25 “Group General Manager (Lignite)” shall mean the Group General Manager SBU-PC of ‘Rajasthan State Mines & Minerals Limited’ so designated for Lignite Project or his successors in office so designated by the company.
- 1.1.26 “Kasnau Pit” shall mean a non working mining pit situated in the Kasnau-Matasukh lignite Mines, where the pumped out Brackish water is required to be disposed off so as to provide water , round the year to the desalination project at Matasukh.
- 1.1.27 “Letter of Acceptance” or “Detailed letter of Acceptance” or “Work order” shall mean intimation by a letter/fax/E-mail to tenderer that his / their tender has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
- 1.1.28 “Managing Director” shall mean the Managing Director of Rajasthan State Mines & Minerals Limited.
- 1.1.29 “Matasukh Pit” shall mean a working mining pit situated in the Kasnau-Matasukh lignite Mines, where the Lignite Mining and Depressurisation Works are to be carried out.
- 1.1.30 “Measurement Book” or “MB” shall mean the record maintained for the purpose of recording the progressive volumes of excavation of overburden and lignite and duly signed and verified by the Engineer-in-Charge or his representative and countersigned by the contractor or his authorised representative.

- 1.1.31 "Mines Manager" shall mean the person appointed under Coal Mines Regulation, 2017 and so designated for Mines of Rajasthan State Mines & Minerals Limited.
- 1.1.32 "Mobilization period" shall mean the time period allowed to contractor to mobilize the equipments & Man power for commencement of the work.
- 1.1.33 "Notice in writing or written notice" shall mean a notice written, typed or printed, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/ head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.34 "Overburden" shall mean the soil cover, kankar, fuller's earth, clays, sandstone, shale as intercalation and including interburden between lignite seams encountered while exposing and mining of lignite from Matasukh Mines
- 1.1.35 "Period of Liability" in relation to the work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the company.
- 1.1.36 "Piezometer" shall mean and herein refers to 14" diameter Borewell with 6" diameter well assembly including housing pipes, slotted pipes and blind pipes alongwith measuring instrument for static water level.
- 1.1.37 "Plans" shall mean all map/s, sketch/s and lay-out/s as are incorporated and/ or required from time to time in the contract for proper execution of work or as may be hereinafter given / approved by the Engineer-in-Charge to the contractor in order to define broadly the scope and specification/s of the work/s and reproduction/s thereof.
- 1.1.38 "Rate of Remuneration" means, rate entered in figures and words in schedule/s by the Contractor and accepted by the company as payable to the contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise.
- 1.1.39 "Saleable lignite" means lignite /carbonaceous material which have average calorific value of 2500 K Cal / Kg on daily basis and *insitu*.

- 1.1.40 "Schedule of quantities" shall mean the quantities of waste and saleable lignite to be handled and as provided in the contract, for execution of the contract.
- 1.1.41 "Site" shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the company for the execution of the contract.
- 1.1.42 "Specifications" shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract. It shall also include the latest addition including all addenda or corrigenda or relevant rules, regulations or regulation codes.
- 1.1.43 "Sub Mineral" shall mean any mineral other than lignite found valuable during the excavation of lignite/waste.
- 1.1.44 "Surface Discharge Head (new K-1)" shall mean the specific locations at surface of the mine, away from Matasukh mining pit as shown in the enclosed drawing.
- 1.1.45 "Surface Water Bunds" shall mean the water reservoirs constructed at the surface of the mine to store pumped out brackish water.
- 1.1.46 "Temporary Works" shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.47 "Tender" shall mean the bid submitted by the tenderer against this tender enquiry document for acceptance by the company.
- 1.1.48 "TENDERER" or "BIDDER" shall mean the entity which is submitting the bid against this tender enquiry document.
- 1.1.49 "Tonne" shall mean metric tonne (1000 kilograms.)
- 1.1.50 "Tubewell" shall mean and herein refers to 24" diameter Borewell, with 14" diameter well assembly, including housing pipes, slotted pipes and blind pipes, along with installation & commissioning of 100 HP submersible pump.
- 1.1.51 "Waste" shall mean overburden, inter-burden and inferior carbonaceous material as required to be excavated at Matasukh Lignite mines.

1.2 INTERPRETATIONS

- 1.2.1 Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or

discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the contractor to the satisfaction of the company at the cost and consequences of the contractor as the work is on **turnkey basis**.

- 1.2.2 Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the Group General Manager (Lignite) of the company whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
- 1.2.3 The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
- 1.2.4 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
- 1.2.5 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.6 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.7 Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.8 General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.

- 1.2.9 The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
- 1.2.10 No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.11 No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
- 1.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION- II

INSTRUCTION TO TENDERERS

2.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Bid security and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled online submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be

deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.

- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.
- viii. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

2.2 Tender Procedure

- i. E-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in

prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.

- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

2.3 Tender Document Fee

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

2.4 E-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge of Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

- 2.5 Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

COST OF BIDDING

- 2.6 The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 2.7 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.

- 2.8 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 2.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 2.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 2.11 The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 2.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 2.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 2.14 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

ADDENDA/CORRIGENDA

- 2.15 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.

- 2.16 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

CURRENCIES OF THE BID AND PAYMENT

- 2.17 The unit rates and prices shall be quoted by the tenderer entirely in Indian Rupees.

SUBMISSION OF TENDERS

- 2.18 The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:

1	Form A	Letter for submission of Tender
2	Form B	General information about the tenderer
3	Form C	Bank details of tenderer for RTGS
4	Form D	Exceptions & Deviations However, it will be desirable that deviations are avoided as far as possible and price bid be made based upon the tendered terms & conditions. Exception and deviations made elsewhere in the bid shall be ignored.
5	Form E	Proposed Site Organization
6	Form G	Declaration for Inspection of Site
7	Form H	Affidavit in respect of litigation/ suspension etc
8	Annexure-H	Documents in compliance of The Rajasthan Transparency in Public Procurement Rules, 2013
9	Power of Attorney in favour of the authorised representative signing the tender	
10	In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.	
11	Copies of instruments (DD/BC/BG/E-payment) in support of Tender Fee, Processing Fee & EMD which are deposited in original.	
12	Copies of Documents in support of the Pre-qualifying criteria.	
13	Duly sealed and signed scan copy of tender document	

- 2.19 Tenderer must upload the documents duly attested by Gazetted Officer/ Notary Public/ Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

2.20 PART-II Price Bid' (BOQ)

- (a) The 'Price Bid' shall be submitted online in the prescribed format. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-F, for quoting the price offer. Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov> & fill the rates as instructed. In case the bid in any other format/alteration was uploaded by the bidder, the same is liable to be rejected and will not be considered for evaluation.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (d) The rates of remuneration to be quoted by the tenderer in Form-F of price bid as per BOQ should be including all taxes, duties and levies except GST and shall be firm & fixed for entire contractual period. The rates should be inclusive of Diesel cost also. The applicable & frozen rate of diesel has been mentioned in this tender document.

EVALUATION OF PRICE BID

2.21 Part II of bid i.e. Price Bid of the short-listed bidder shall be evaluated for deciding the lowest tenderer on the following basis:

- (a) ***The lowest tenderer (L-1) shall be decided on the basis of lowest rate quoted for item no 1. of BOQ i.e. " Providing Heavy Earth Moving Machines like Hydraulic Excavators, Dumpers and other ancillary equipments like Dozers, Front End Loaders, Drills, Water Sprinklers; etc, commensurate with work alongwith operators and other staff; Operation of these equipments thereof for excavation and removal of top soil and overburden with all leads and lifts involved so as to successively expose the lignite seams and then mining /excavating the lignite using suitable size excavator & loading of lignite into trucks/dumpers and; simultaneously undertaking depressurization work at the Matasukh pit, commensurate with the requirement; re-spread the top soil and plantation work etc, as per the work described in detailed specifications/ methods laid in the tender document"***

The total value for deciding L1 shall be worked out as :

Quoted Rate for Lignite Excavation per MT X Lignite Quantity (24.87 Lac MT)

Item no. 2 of BOQ i.e. “ Providing sufficient number of Depressurisation Equipment like Tubewell Drilling Machine, Compressors, Pump Lowering Machine, DG Sets, 100 HP Submersible Pumps, Electric Panels, Power Factor Equipments/Capacitors, 6" Pipes, 14" Casings, Electrical cables, 6" HDPE Pipes etc, alongwith operators and other staff; Operation of these equipments for construction, operation and maintenance of around 160 Tubewells during the complete contract duration as per the work described in detailed specifications/ methods laid in the tender document.”

Item no. 3 of BOQ “ Construction & maintenance of around 30 number of Piezometers of 6" Dia of around 70 meters depth with casing as per the work described in detailed specifications/ methods laid in the tender document.”

- (b) **The rate quoted for item no 2 & 3 offered by the bidder shall not be considered for deciding lowest bidder, however in case the rates of item no 2 & 3 offered by L1 bidder is higher than respective rates quoted by any other bidder, then the L1 bidder shall be required to match/ rationalise its offered rates in the bid for the item no 2 & 3.**

- (c) The total contract value shall be determined as under:

Accepted Rate for Lignite Excavation per MT X Lignite Quantity (24.87 Lac MT) plus Accepted Rate per Tubewell X Tubewell Quantity (160 No) plus Accepted Rate per Piezometer X Piezometer Quantity (30 No)

Note:

- i) The tenderer must note that for item number 2 & 3, the quantities of each number of equipment viz, drilling machines, pumps, casings, pipes, DG sets, Cables, Panels, HDPE pipes etc should not be considered as 160. These items are to be provided in adequate numbers, commensurate to the Depressurisation work of construction, operation & maintenance of around 160 Tubewells/ 30 Piezometers during the contract period. On completion of work, these items shall be taken back by the Contractor.
- ii) Cost of electricity/power for operation of Tubewell should not be included in rate quoted for item number 2.
- iii) Bidders should be note that the quantities indicated in BOQ are estimated only, for the purpose of comparative evaluation of offers. However, they shall be required to execute actual quantities as per requirement of the Company and shall be paid only for the actual work done on the rates awarded.

DEADLINE FOR SUBMISSION OF BIDS

- 2.22 The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

PRE BID MEETING

- 2.23 RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the tenderers on this tender document. The meeting will be held at Corporate office, Udaipur on at 11:00 AM .
- 2.24 Tenderers are also advised to send their queries/clarifications in advance and addressed to the Group General Manager SBU & PC- .Lignite RSMML, so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting. A copy of this communication should also be endorsed to the Group General Manager (Cont.), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001.
- 2.25 Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However the tenderers are requested to confirm their participation.

LATE BIDS/Delayed Bid

- 2.26 No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

OPENING OF THE TENDER

- 2.27 The Techno-Commercial Bid of the offer will be opened as per NIT .
- 2.28 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

EXCEPTIONS AND DEVIATION

- 2.29 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 5. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY (Earnest Money Deposit)

- 2.30 The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of three month) in favour of "RSMML" and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.
- 2.31 In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months issued in favour of RSMML by any Public Sector Bank (Except SBI Bank) or ICICI/HDFC/AXIS Bank having its branch office at Udaipur on non-judicial stamp paper of 0.25%

of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.

- 2.32 The bidder may also deposit the bid security by way of online transfer of prescribed amount (as per DNIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

NAME : RAJASTHAN STATE MINES AND MINERALS LTD

BANK NAME: IDBI BANK

BRANCH: SAHELI MARG, UDAIPUR

ACCOUNT TYPE: CURRENT

ACCOUNT NO. 050102000002202

IFSC CODE: IBKL0000050

A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.

- 2.33 No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The bid Security deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

- 2.34 The bid Security of a tenderer shall be forfeited in the following cases:-

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
- v If the successful bidder fails to commence to work within the stipulated period.

- vi In case of forfeiture of EMD & GST shall be deposited by the company and bidder shall not be eligible to claim input tax credit on this GST amount.

VALIDITY

- 2.35 Tender submitted by tenderer shall remain valid for acceptance for a period 180 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 180 days is liable to be rejected. The tenderer on its own shall not during the said period of 180 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the Bid security deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.36 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- a) Meets the eligibility criteria.
 - b) Has been properly signed;
 - c) Is accompanied by the required securities; and
 - d) Is substantially responsive to the requirements of the Bidding documents.
- 2.37 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

- 2.38 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

- 2.39 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 2.40 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 2.41 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

- 2.42 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 2.43 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 2.44 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

CORRECTION OF ERRORS

- 2.45 Price Bid (Part – II) of substantially responsive bidders will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:
- (i) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
 - (ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - (iii) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 2.46 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

- 2.47 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

- 2.48 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.49 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance")

The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 2.50 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the successful tenderer/contractor.
- 2.51 The contract agreement shall consist of –
- (i) An agreement on non-judicial stamp paper of appropriate value,
 - (ii) Tender document, along with the addenda/corrigendum, if any.
 - (iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - (iv) Agreed Variation, if any,
 - (v) Any other document as mutually agreed.

RIGHTS OF COMPANY

The Company reserves the right –

- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) Not to carry out any part of work.
 - iv) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.
 - v) Any canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable to rejection.
- 2.52 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE

- 2.53 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event

the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Bid security /Security Deposit .

CODE OF INTEGRITY & CONFLICT OF INTEREST

- 2.54 Any person participating in the tendering process shall be subject to code of integrity and shall disclose conflict of interest, as defined in rule 80 and should not have a conflict of interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013. Appropriate actions against such bidder in accordance with section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified. Bidder shall be required to provide a declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in support of their qualification, as per annexure given in the tender document.

APPEALS

- 2.55 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

DECLARTIONS TO BE MADE & SUBMITTED BY THE BIDDER

- 2.56 The following specific declarations/ undertakings/ affidavits are required to be made and submitted by the tenderer/bidder in the respective formats which are described at the end in this document as Forms A to H. These are to be provided in appropriate manner on letter heads/ appropriate stamp paper as mentioned in respective formats. The affidavits/declarations on stamp/ letter heads are required to be submitted in original and scan copy of same should be uploaded online in the bid.
- 1 Form A : Letter for submission of tender
 - 2 Form B : General information about the tenderer
 - 3 Form C : Bank Details of Tenderer for RTGS/NEFT/Online payment
 - 4 Form D : Exceptions & Deviations
 - 5 Form E : Proposed Site Organization
 - 6 Form F : Price Offer (Blank). The Rate should be quoted through BOQ and submitted online as per e-tendering process.
 - 7 Form G : Declaration for Inspection of Site
 - 8 Form H : Affidavit in respect of litigation/ suspension etc
 - 9 Annexure-B under The Rajasthan Transparency in Public Procurement Rules, 2013 ie Declaration by the Bidder regarding Qualifications
 - 10 Power of Attorney in favour of the authorised representative signing the tender
 - 11 Documents in support of Pre qualifying criteria.
 - 12 In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.
 - 13 Copies of instruments (DD/BC/BG/E-payment) in support of Tender Fee, Processing Fee & EMD etc which are deposited in original.

2.57 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

- a) Withdraws from the procurement process after opening of financial bids;
- b) Withdraws from the procurement process after being declared the successful bidder
- c) Fails to enter procurement contract after being declared the successful bidder;
- d) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

SECTION – III

SITE INFORMATION & GEOLOGY OF THE DEPOSIT

3.1 General Information

The Matasukh Lignite Mine Pit at Kasnau-Matasukh Lignite Project is located in Tehsil Jayal, at a distance of about 40 km. in east direction from the district headquarter, Nagaur in Rajasthan. The main approach to the mines is via village Farrod, on Nagaur – Didwana State Highway No.60. A metalled road connects Farhod village to Matasukh block for a distance of 6 km. The Farhod village in turns connects the Jayal tehsil head quarter through Nagaur- Didwana state highway road.

Motorable roads connect the deposit area with the nearest town Kuchera, located at a distance of 18 km. including about 4 km. long stretch near Kasnau village, which is un-metalled. Rest of the portion is a metalled single lane road. Kuchera town, in turn is connected with Nagaur by a hard top road for a distance of about 50 kms. Nagaur is situated approximately equidistant from Jodhpur and Bikaner at a distance of 160 and 165 kms. respectively on Jodhpur-Bikaner state highway. Nearest Railway Station is Marwar-Mundwa at 25 km. on Merta Road – Nagaur BG Section of N-W RLY. Nearest airport is at Jodhpur at a distance of 175 Km from the mines.

The location of the mine is bound by Latitude N 27° 03' 00" - 27° 07' 00" and Longitude E 74° 02' 40" - 74° 04' 55".

The table below gives the description report of the lease area:

From	To	Bearing (degrees)	Distance (meters)
x	A	90	300
A	B	90	2460
B	C	0	2650
C	D	270	750
D	E	0	2600
E	F	270	1200
F	G	180	650
G	H	270	510
H	A	180	4600

Fixed reference point "X" is the "Chattri" at Kasnau village.

3.2 Physiography

This area is characterized by a more or less flat terrain with alluvial cover. However, gently undulating terrain with low sand dunes is also not uncommon. The difference in minimum and maximum elevation of relative heights as surveyed on borehole collars while conducting exploration is about 1-4 metres. The general topographical level of this area is +301 MSL. No prominent drainage system exists in and around the deposit area.

3.3 Climate

This area experiences arid type of climate. May and June are the hottest months with temperature ranging around 45°C to 48°C, while December and January are the coldest months with a mean temperature of 6-8°C. The average annual rainfall is 300 mm. with maximum precipitation during SW monsoon between July and September. However, in the recent past there have been incidences of heavy rainfalls on a single day. In general, the relative humidity of this area is low at around 30-40% only in most of the seasons except in monsoon.

The general wind direction of this area is SW to NE. The wind velocity in summer months of the year exceeds 15 Km/Hr.; while in winter the wind velocity ranges from 6 to 8 km/Hr. Occasional dust storms are prevalent in summer months.

Potential evaporation is very high during the summer months, thus leaving a large water deficit in the area.

3.4 Demography and Site Facilities

Kasnau, Igyar and Matasukh are three prominent villages located in the vicinity. Matasukh village has a secondary school within the village area. A system of village roads and ponds exists in this area. School education facilities are available both in Igyar and Kasnau villages. The banking and postal facilities are available only in Kasnau village. Arwar village located 8-9 kms. East of the deposit area, has medical facilities.

3.5 Soil Status

The soil horizons of this area have a typical reddish brown colour and compositionally they are fine sandy loams with high proportion of fineness. The soil depth is moderately deep and varies from 0.5 - 1.0 Mts. At places the base of soil horizons are made up of lime concretionary layers and these concretionary layers are occurring at a depth of around 0.50 - 0.80 Mts. Clay and silt contents in soil are also prevalent. The soils of this area are ideally suitable for agriculture purposes when properly irrigated. They have moderate infiltration and water transmission rates.

3.6 Cultivation

Most of the surrounding area is under active cultivation. At least two crops in a year are raised. The crops are mainly Bajra in the Khariff season and cash crops like mustard and gram in the Rabi season.

3.7 Geology

The sediments belonging to Palana - Ganganagar shelf area extend as thin embayment in the southern direction and extend into Nagaur – Merta area.

The structural impress is not so severe. Lignite basin is covered by a thick alluvial cover. On the basis of exploration data, the lignite bearing sub basins near Igyar, Kasnau and Matasukh villages have been identified.

Local Geological Succession

Period	Formation	Description
Quaternary		Wind blown sand, strewn with pebbles, alluvial sand and silt
Tertiary (upper Palaeocene to lower Eocene)	Marh Sand-stone	Argillaceous friable sandstone at places ferruginous and occasional conglomerates
	Palana Shale	Grey White Variegated Clays, sandy clays, silt stone with bands of lignite and carbonaceous shales
Dis-conformity		
Cambrian Marwar Super Group	Nagaur Group	Red to brick red Sandstone, Siltstone, Claystone
	Bilara Group	Limestone, Dolomite, cherty Sandstone and laminated boulder bed Sandstone
	Jodhpur Group	Maroon shale, Claystone, Sandstone and Siltstone

3.8 Exploration

This area was explored extensively by Directorate of Mines & Geology (DMG), Government of Rajasthan (GOR) during the year 1987-92. However RSMML after obtaining Mining Lease, carried out confirmatory drilling through DMG & Mineral Exploration Corporation Ltd (MECL) in years 2002-03. The exploration details are as below:

Matasukh Block	
Agency	Quantum of Exploratory Drilling
By DMG in the Year 1987-92	7877.30 m in 75 Bore holes at 200 m X 200 m grid interval
Confirmatory drilling by DMG on behalf of RSMML during the period July 2002 – Aug. 2002	875 m in 7 Bore holes

Kasnau-Igyar Block	
Agency	Quantum of Exploratory Drilling
By DMG in the Year 1987-92	15920.88 m in 124 Bore holes at 400 m X 400 m grid interval
Confirmatory drilling by MECL on behalf of RSMML during the period July 2003 – Aug. 2003	965 m in 8 Bore holes

3.9 Attributes of Lignite Horizons

Based upon geological exploration data, the lignite seams encountered at Matasukh pit are described as below:

Matasukh mine (pit)

Number of Intersections	39
Depth of occurrence (a) Min. depth of roof (b) Max. depth of roof	42.3 m. 54.00 m.
Cumulative Thickness of Seam (a) Min. thickness (b) Max. thickness	3.70 m. 12.0 m.
Number of Seams	3 to 5

The above borehole locations have been shown in the drawings supplied along with the tender document and the detailed litho-logs of boreholes are as per annexure.

3.10 Lignite Reserves

Based on the exploration carried out in the area, the balance mineable reserves of the Matasukh block are 2.487 Million tones.

3.11 Quality

Based on analysis of core samples obtained during the exploratory drilling, channel samples from lignite faces and R.O.M. samples, the range of different constituents in the proximate analysis of these samples has been worked out and is given below. The quality parameters given below indicate the general average quality of Lignite available in this deposit. However, some slight variation in the range of constituents indicated below may occur during actual mining of lignite.

Moisture (%)	Ash (%)	Volatile Matter (%)	Sulphur (%)	Fixed Carbon (%)	Gross Calorific Value (Kcal/Kg)
48-52	05-10	25-30	01 - 02	18-22	2800-3200

3.12 Hydrogeology

The most important hydro-geological formation in the region influencing lignite deposits is the Palana sandstone of the Tertiary period. It is underlain by Nagaur sandstone of the Marwar Super Group and overlain by the younger alluvium of the Quaternary age. The argillaceous fine grained sandstone occurring between 24 to 30 meters forms the upper pheratic aquifer having TDS in the range of 2000-2500 ppm. The water discharge from such unconfined aquifer has little impact on lignite mining. The upper arenaceous horizon of 30 m thickness is followed by a clay lignite horizon.

The lower confined aquifer occurring below the clay lignite horizon is in the form of fine, medium to coarse sand which is loosely cemented and is having clay bands at places. It is existing in a confined condition due to occurrence of impervious clay lignite horizon just above it. The lower aquifer is of highly saline nature having TDS in the range of 10,000-15,000 ppm.

3.13 Project Background

Mining operations at Kasnau – Matasukh Lignite Mines were commenced in January, 2003 in both Matasukh & Kasnau pits and production of lignite was started in November, 2003. As the mining operations reached deeper levels (nearly 50 m deep from surface), the water started gradually inflowing into the mining pits from the pit floor, resulting into temporary suspension of mining operation. On the advise of DGMS, Ajmer region the scientific study of the area, were carried out during the period April 2004 to August 2004 by Nevyli Lignite Corporation and CMPDI, Ranchi, both Govt of India PSUs under Ministry of Coal (for depressurization and rehabilitation) and retired professors Dr D M Surana & Prof Talwar of MBM Engg College, University of Jodhpur (geo-technical study). On the basis of these studies, DGMS has allowed resumption of mining operations for Matasukh pit only.

SECTION -IV

SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT

4.1 Area Covered in the Scope of Work

The Matasukh mine area covered in the scope of work in this tender document is bounded by:

Latitude: N 27° 03' 00" to N 27° 07' 00"

Longitude: E 74° 02' 40" to E 74° 04' 55"

Falls under Survey of India Topo sheet No. 451/4

The areas as defined above have been marked on the surface plan shown in the enclosed drawings, Management at its sole discretion may alter the boundary line / limits in case of difficulties in land acquisition or for any other reason beyond the control of company.

4.2 Scope of Work

4.2.1 Description of work

Providing Heavy Earth Moving Machines like Hydraulic Excavators, Dumpers and other ancillary equipments like Dozers, Front End Loaders, Drills, Water Sprinklers; Depressurisation Machines like Tubewell Drilling Machine, Compressors, Pump Lowering Machine, DG Sets, 100 HP Submersible Pumps, Monoblock pumps, Electric Panels & Cables, Power Factor equipments/ capacitors, Pipes, Casing, HDPE pipes. etc, commensurate with work alongwith operators and other staff; Operation of these equipments thereof for excavation and removal of top soil and overburden with all leads and lifts involved so as to successively expose the lignite seams and then mining /excavating the lignite using suitable size excavator, transporting the lignite to surface up to the specified location, unloading and loading of lignite into trucks/dumpers; simultaneously undertaking depressurization work at the Matasukh pit, commensurate with the requirement; re-spread the top soil and plantation work etc, as per the work described in detailed specifications/ methods laid in the subsequent paras :

- a) **Excavation and Removal of Top soil** from the active mining area up to a thickness of 0.5 - 1.5 meters and stacking it separately at a designated place as shown in the enclosed drawings. The maximum height of such stake shall not exceed 10.00 meters. This activity shall precede the excavation and removal of overburden. The top soil of active mining area should be spread to reclaim the backfilled area.
- b) **Excavation and Removal of Overburden (OB)** (like soil, kankar, fullers earth, clay, sandstone, shale etc. as intercalations and including inter burden between lignite seams) through drilling and blasting, if necessary, so as to expose the lignite seams successively; and transporting, dumping, dozing, leveling and compacting the OB with all leads and lifts involved, at sites as per enclosed plans and as per direction of Engineer-Incharge time to time. The OB excavated and removed shall be back filled in the excavated pit as per mine design parameters detailed in **Table 4.4**. The back filling should be in layers of height not more than 10 meters with proper leveling and compaction so as to maintain the natural ground profile. After extracting the bottom most lignite seam, immediate backfilling of O.B. shall be required to be undertaken to prevent any ground movement as defined in CMPDI mining scheme/ as per the condition of mine. A part of the back filled quantity of OB at the edge of lignite seams shall be required to be again removed and dumped elsewhere during next development cycle.

- c) **Construction of Tubewells**, piezometers, supply, installation, operation and maintenance of submersible pumps therein, for the purpose of depressurization of the confined aquifer in the Matasukh pit; transportation of pumped out water to mine site surface saline water bunds/ponds, setting up associated power distribution system and standby power supply system. The depressurization activity and tube well design has been described in detail in the relevant clauses.
- d) **Excavation of Lignite** seams exposed after removal of overburden carefully using 0.9 CuM or appropriate size excavators and then loading the lignite having calorific value more than 2500 KCal/Kg (computed on 45% moisture content in-situ) into trucks of the buyers placed for transporting the lignite. The haul roads, adequate gradient road path way/ access ramps upto lignite benches, wherever required shall be constructed by the Contractor to allow un-interrupted movement of trucks of buyers for loading of lignite, having alignments and specifications approved by the company.
- e) **Pumping out of the water** from the mine/aquifer to discharge in saline water earthen bunds/ Kasnau pit. Maintenance and repair of existing saline water bunds, discharge point(s) and construction of additional bunds/ discharge points, in the lease area, as required for disposal of saline water from the mine.
- f) **Re-spread the topsoil** removed as per clause 4.2.1 (a) hereinabove on stabilized outside dumps and back filled dumps so as to restore the original ground profile.
- g) **Plantation** of saplings in the reclaimed area/dumps and other places like non mineral areas, road sides, office areas etc as per directions of Mines Manager/ Officials; including digging of suitable pits for plantation, protective/thorny bushes fencing, watering, providing cow/goat dung-manure and insecticide, pesticides, fertilizer, watch & ward and security thereof to ensure survival and regular growths of plants.
- h) **Electrical Maintenance Work** of electric installations from 11 KV DP structure onward at pit head, 11 KV Cables upto 1000 KVA, 11 KV/440V transformers (2 Nos), Circuit breakers, panels and other electric installations available at site and required for supply of power for operation of pumps. The electric installations beyond 11 KV DP structure at pit head are required to shifted during each cyclic operations, therefore shifting of these electric installations shall be undertaken by the contractor with due care. The contractor shall also be required to maintain the overall power factor on 33 KV metering side as per norms / requirement of AVVNL so as to avoid any penalty on this account.

4.2.2 Detailed Method of work

- a) At Matasukh Mine Pit the lignite mining work shall be taken in cyclic manner as per recommendation by the CMPDI with the help of depressurization by pumping out the saline water by deploying and running sufficient number of 100 HP submersible pumps (16 Nos. with maximum combined pumping capacity of 1600 HP so as to ensure maximum withdrawal of water upto 65000 Cubic meter per day as per the permission granted by CGWA) to comply with permission given by DGMS for safe mining operations.
- b) To start the work, the accumulated water, if any, in active pit of Matasukh Mines shall be required to be pumped out by deploying mono-block/sub-mersible pumps of adequate capacity and to be discharged at location specified by Company. The contractor will keep the pit dry during the duration of complete contract so as to ensure

that while undertaking removal of OB, simultaneously adequate arrangement has to be made to pump out the accumulated pit water if any filled in the pit.

- c) As per bench parameter given in Table 4.4, initially from 302 MRL to 269 MRL, 11 benches of 3 meters height and 6 meters **(minimum) shall** be made by deploying the adequate number and size of excavators and dumpers. Drilling platform of 40 m width in advancing face and 10 mtr width towards ultimate pit limit shall be made at 269 MRL. The top soil will be stacked separately to reclaim the backfilled dump and OB+IB other than top soil will be used at in-pit backfilling. However, if the space not available inside pit for backfilling of de-coaled area, the OB+IB shall be dumped outside at the out pit stock at designated dump yard at every lead and lift as per directions given by the Engineer-Incharge.
- d) After achieving 269 MRL or as per site conditions, the depressurization activities will be started simultaneously and construction and development of required numbers of bore wells of 24" dia with 14" casing (bell plug + blind pipes + slotted pipes) alongwith 100 HP submersible pumps, all electrical panels, transformers, OCB's and armored core LT connection cables, two piezometers shall be made on this level. The actual requirement of tubewells/ piezometers will vary in different cycles while undertaking the operations, but the Contractor has to ensure effective depressurization for safe mining operations so as to maintain the pit bottom in dry conditions as per directions of Engineer-Incharge. The proper drainage system should be carried out by the Contractor at 269 MRL to keep the level dry and leveled.
- e) Simultaneously the OB removal work below 269 MRL will be continued to expose lignite seams for lignite mining. The top of the first lignite seam shall be touched at the level of around 249 to 253 MRL, however, the lithology of the bore well is attached with the tender document. For extraction of lignite from successive lignite seams, adequate numbers of excavators of suitable size, shall be deployed by the Contractor. The quality control of lignite should also be maintained by the Contractor as per direction given by the quality control Incharge. The Contractor shall transport the excavated lignite to surface stock yard in its dumpers, unload and reload into trucks of the buyers from stock yard as per directions of Engineer-Incharge. The safe gradient road path as per statue way shall be maintained by the Contractor.
- f) The OB excavated and removed shall be back filled in the excavated pit as per mine design parameters detailed in Table 4.4. The back filling should be in layers of height not more than 10 meters with proper leveling and compaction so as to maintain the natural ground profile.
- g) The essential operations associated with lignite mining will also be made by the Contractor like:
 - i) **Discharge of Saline water:** The pumped out saline water will be discharged at the discharge point(s) suitably earmarked and shall flow to available earthen bunds. The water from earthen bunds shall be further discharged to Kasnau pit. In the condition of low water level in Kasnau pit, the water from discharge point shall be required to be discharged in Kasnau pit directly through canal. After filling of Kasnau pit the remaining water will be discharge in available earthen bunds (area 241 hect). Even after fulfilling the requirement of Kasnau pit and after filling existing earthen bunds with saline water, additional bunds if required shall be required to be constructed by the Contractor in lease hold

area and for the same earmarked land will be provided by RSMML. The maintenance and repair of existing and additionally constructed saline water bunds, discharge points, canal etc shall be carried out by the Contractor by deployment of appropriate machines and sufficient skilled persons. The Contractor should ensure that no leakage of water from earthen bunds is reported. The Contractor shall be responsible for watch and ward in view of safety of the villagers & cattles round the clock.

- ii) **Mine lighting:** The adequate mine lighting arrangement will be provide by the Contractor by the means of mobile light towers, placed in such a manner to keep the mine lighting for sufficient illumination at the mining pit, lignite stockyard and other workings places in night hours. The mine lighting shall be upto the standard laid down in CMR-2017 and DGMS circulars/ notifications as per Annexure-IV in this regard.
 - iii) **Water sprinkling:** For dust suppression in the mine to protect the dusty environment for safe working, truck-mounted water sprinkler shall be operated and maintained by the Contractor with trained persons. The contractor shall make adequate arrangements at its own cost & expenses for sprinkling of water on haul roads, mining faces, dump yards, etc. and take adequate precautions for dust suppression. All other environmental aspects shall also be taken care of as per applicable laws & rules thereof
 - iv) **Inter-Burden (IB) removal:** The Contractor has to exercise due care to excavate lignite cleanly and without any inter mixing with OB+IB material. Similarly, due care shall be taken by the Contractor to avoid mixing of lignite with Inter-Burden. The Inter-Burden in between successive lignite seams like shale, gray clay shall be removed by the Contractor at advance lignite face working.
 - v) **Standby Power:** In case of disruption of grid power supply for any reason, the standby DG Power should automatically start for uninterrupted supply of power to the pumps and continue to operate till resumption of grid power supply. For this purpose, required standby DG set capacity and adequate diesel storage capacity shall be maintained by the Contractor at all times.
 - vi) **Electrical & Power Factor Maintenance :** The contractor shall be required to carry out the all the maintenance work on electric installations related to pumping operations and also required to maintain the power factor on the power connection available at site.
 - vii) **Haul Road & Maintenance of Roads, Footpaths:** The contractor will be responsible for construction and maintenance of gravel haulage roads within the mining pit and within the mine lease area at the surface, and also to take up repair & maintenance of all Road/Paths within mine boundary, as & when required. The haul roads, wherever required shall be constructed to allow un-interrupted movement of trucks for loading of lignite having alignments and specifications approved by the company.
- h) The contractor shall commence work from the levels/areas left by the immediately preceding erstwhile contractor working in this area.

- i) Re-spread the topsoil removed on stabilized outside dumps and back filled dumps so as to restore the original ground profile and thereafter plantation of saplings in the reclaimed area/dumps and places as per directions of Mines Manager/Officials including digging of suitable pits for plantation, watering, providing cow/goat dung-manure and insecticide, pesticides, fertilizer, watch & ward and security thereof to ensure survival and regular growths of plants.
- j) The above method & parameters of work are indicative only and shall be subject to changes on the basis of site conditions and Contractor has to carry out the work as per directions of Engineer-Incharge, without any cost implication to the company.
- k) Modifications in the plans and sections governing working of the Contractor shall be carried out at the discretion of the company to suit the actual conditions revealed during the course of operations and to meet exigencies of work without any compensation to the Contractor.

4.2.3 Special Conditions of Work

The following special conditions of work are part of the scope of work and to be ensured while carrying out the work as described above. Moreover these conditions have an impact on efficiency & economics of the operations. The contractor should consider all these special conditions of the work prior to submission of tender.

- a) The contractor shall not engage any contract labour within the purview of the contract labour (Regulation & Abolition) Act 1970, but shall carry out the work with the workmen, who are on the regular rolls of his company. Further, the contractor shall obtain all necessary licenses/ permissions/ consent/ exemption under applicable local & other laws, including under the contract labour (Regulation & Abolition) Act 1970.
- b) After extracting the bottom most lignite seam, immediate backfilling of OB may be required to be undertaken up to the 250 mRL to prevent any ground movement on account of aquifer pressure below lignite seam. A part of the back filling quantity of Over Burden at the edge/contact zone of progressive cycle of lignite seams may be required to be re-handled in the next cycle. Re-handling of additional OB is also required to be undertaken due to sliding characteristics/ slope failure of the back filled area from the backfilled dumps up to 301 mRL causing additional OB re-handling during cyclic operations. Further presence of water in aquifer below lignite results into wet condition at pit bottom, which makes OB handling operations at pit bottom difficult and may create unsafe conditions. Both these conditions may affect diesel consumption. Further due safety precautions are required to be undertaken at the pit bottom and the backfilling should be commensurate to the site conditions to prevent OB movement from top mRL. No additional payment shall be admissible to the contractor on account of re-handling of additional OB/sliding of OB from the top most OB Dumps and wet conditions at pit bottom. Contractor prior to submission of offer should consider this particular condition prevailing at Matasukh Mine. Further, at the bottom of pit, if space available for easy movement of machinery is less, affecting efficiency of the machinery/ operations, diesel consumption may be more than the estimated norms. **For all such harsh conditions & constraints occurring during the mining operations, no extra payment shall be admissible and the same shall be considered in the quoted rate of lignite excavation.**

- c) The contractor has to undertake the OB development & back filling to ensure sufficient clearance between the toe of dump & lignite working face as per envisaged mine design parameters. While recovering the bottom most lignite lying in common edges of the cycles, in case there is no space available in the pit for back filling, a part of the OB may be required to be dumped at surface OB dumps as per site requirement and as per instruction of Engineer-Incharge. To minimise the excavation of backfilled material and outside dumping and to recover the lignite from the bottom most seam, due precautions has to be undertaken to maintain sufficient gap by maintaining the layer wise dumping of backfilled material in between the edge of lignite and the edge of backfilled bottom. In case due to the reasons attributable to above, mines safety/ design parameters, sliding characteristics of top most dump and heaving; Engineer-Incharge may instruct for out-pit dumping at the surface, the contractor shall under these circumstances will dump the OB outside the pit. In case any out-pit dumping is undertaken, the average one side lead/lift shall be around 3 Km for which no extra payment shall be admissible.
- d) Plantation Work- Plantation of saplings in the reclaimed area/dumps and places as per directions of Mines Manager/officials including barbed wire fencing of plantation area, digging of suitable pits for plantation, watering, providing cow/goat dung-manure and insecticide, pesticides, fertilizer, watch & ward and security thereof to ensure survival and regular growths of plants. Plant saplings, manure and other insecticide etc. including transportation of water, watering etc. and manpower for the same shall be the responsibility of the contractor at no extra cost to the company. Around 5,000 nos. of plants every year will be required to be planted and with 60% survival rate to have 15,000 plants at the end of contract. In case of failure to complete above plantation work, the company shall be at liberty to get the work done at the risk & cost of the contractor and the amount so spent shall be recovered from the due payment/ SD of the contractor. The species of plant, saplings etc. shall be as per the directions of the company. The cumulative survival of plants at the end of each year of the contract is tabulated below.

Table 4.2.3

	Number of plants	Survival rate of plants 60%	Cumulative Plants Survived (minimum)
I	5,000	3,000	3,000
II	5,000	3,000	6,000
III	5,000	3,000	9,000
IV	5,000	3,000	12,000
V	5,000	3,000	15,000

The compensation shall be recovered on shortfall in cumulative survival of plants as ascertained at the end of every contractual year. In case of default in cumulative survival of plants as above, penalty @ Rs. 500/- per plant shall be recovered at the end of every contractual year from the contractor.

- e) The grid power connection of 2000 KVA connected demand is available at mine on 33 KV from Ajmer Vidyut Vitran Nigam Ltd (AVVNL), which is stepped down to 11 KV for further tapping at 33/11 KV electric sub-station owned by RSMML. The company will provide grid power for Depressurization/ Dewatering activities, free of cost to the Contractor on 11 KV drawn from a tapping point at Sub-station and transferred upto a point near Mine pit head through overhead 11 KV line. The power thereafter is taken in the pit through 11 KV cables upto 1000 KVA, 11 KV/440V transformers (2 Nos), Circuit

Breakers, panels and other electric installations available at site and required for supply of power for operation of pumps. These electric installations starting from pit head ie 11 KV cables/ breakers/ transformers are required to shifted during each cyclic operations based upon the requirement of pumping operations/ bench configuration/ mine safety & vehicles movement etc, which shall be undertaken by the Contractor. The contractor shall be required to re-install and maintain these equipments as per Central Electricity Authority Regulations 2010 as applicable to Coal mines/ Indian Electricity Act, 1910 as amended up to date.

The contractor shall be responsible to undertake all types of maintenance of these installations which are utilized by him for getting the power. These installations are owned by the company, therefore shifting of these electric installations shall be undertaken by the contractor with due care to avoid any damage. The contractor shall be required to hand-over these installations back to RSMML in good & working conditions after completion of the work. The contractor shall be required to maintain the inventory of necessary spares & tools required for electrical maintenance so as to ensure continuity of service without any interruption. No extra payment shall be admissible on this account. In case of replacement of Cable, Circuit Breakers, Transformers, the contractor shall replace the same as per the specifications and make of AVVNL and RSMML shall reimburse only the cost of these items as per the prevailing rate contract price of AVVNL or actual cost whichever is lower. In case of damage to 11 KV Electrical cable, the contractor shall be responsible for immediate repair of the cable using appropriate cable jointing kit, as per specification of Central Electricity Authority Regulations 2010, without any cost to the company.

The 2000 KVA electric connection subscribed by company is primarily for making power available to the contractor for operating the pumps. The metering of this connection at present is on 33 KV side, for which it is mandatory to maintain the power factor not less than 0.9 lag or as prescribed by the AVVNL. Therefore the contractor shall be required to maintain the required power factor of the electrical system so as to avoid any penalty in the electrical bills of AVVNL.

Since the electric power is drawn and consumed mainly for pumping operations, suitable automatic power factor panels/ capacitors will be required to be installed by the contractor for this purpose. However considering the situations, that entire power load may not be connected at all points of time, the power factor shall be required to be maintained considering the no-load conditions/ line losses and other electric load connected at the site. It is recommended to connect additional/ higher size capacitors on 400 V side so that overall power factor of the system is maintained as far as billing by AVVNL is concerned. For measurement/ monitoring of power factor, suitable electronic energy meter should be installed by the contractor.

Any failure on this account shall attract penalty from the electricity supply agency ie AVVNL in the monthly bills for which contractor shall be responsible and liable to make all such penalty / recovery of payments. Penalty if levied on account of poor power factor shall be recovered in the same manner as it is imposed on RSMML by AVVNL.

In addition to above, the contractor shall be allowed to draw electric power for use in its local camp & workshop etc at site. The necessary tapping/ laying of cables/ metering arrangements etc shall be made by the contractor by its own. However, the charges of electricity consumed by the contractor for its local use shall be recovered in the same manner/rate as it is charged by AVVNL.

- f) In case of disruption of grid power supply for any reason suitable alternate arrangement shall be made by the contractor for continuous operation of depressurization pumps. In such case the cost of diesel consumed by the DG sets shall be reimbursed by the company @ 0.30 Liters per Unit (KWH) of power consumed by the pumps. For this purpose, required diesel storage capacity shall be maintained by the contractor at all times. Log book of power generated by the DG sets shall be maintained & measured by a calibrated energy meter for record purpose. A copy of same duly verified by EIC shall be annexed with each running bill.
- g) The Contractor has to ensure pumping out any type of water like pit water, rain water, water from old punctured tubewell, seepage from any source etc. to keep the pit dry. No extra payment shall be payable on account of pumping out water from pit of what so ever nature.
- h) Construction & maintenance of additional bunds in the lease/acquired area, if required for disposal of saline water from the mine shall also be carried out by the Contractor. The design, specifications, location, area etc of such additional bunds, would be similar to existing bunds; but the Contractor shall be required to get it approved by the Engineer-Incharge. No payment shall be admissible for above such work. Further no extra payment shall be admissible for construction & maintenance, watch & ward of any /additional saline water earthen bunds for storage of such discharged water.
- i) Due to safety or any other reasons, the contractor is required to load lignite excavated in the trucks of buyers at surface instead of pit bottom, The excavated lignite shall be required to be lifted from pit bottom upto surface by the Contractor by deploying its dumpers/tippers and unloaded/ dumped at stockyard on surface. Lignite, which is dumped at the surface dump yard shall be required to be kept moist at all the time by way of sprinkling of adequate/ required quantity of water to prevent spontaneous heating of lignite and shall be required to be monitored for temperature, by the Contractor.
For dispatches of lignite to the buyer, lignite shall be loaded into the trucks of the buyers by the Contractor and the weight of that lignite finally dispatched to the buyer would be considered as the lignite produced by the Contractor for the purpose of payments. Suitable truck movement area/path and loading arrangements shall be required to be maintained and provided by the contractor for this purpose.
Contractor shall take due care to load the lignite according to capacity of vehicle (market trucks) as mentioned on weighbridge slip. During loading/ weighment of lignite, if any vehicle found overweight or underweight in respect of capacity of vehicle/ weight slip, then excess/shortage of lignite shall be required to be unloaded or loaded as the case may be.

The activity of transporting the lignite upto surface, its unloading/ reloading into tucks of buyers/ water sprinkling/ monitoring etc is part of scope of work and no separate or additional remuneration is payable for such work.

- j) The Contractor shall also be required to excavate Bentonitic OB/IB wherever encountered during the course of mining and transport it to the surface by deploying its dumpers/tippers and unload/ dump at an earmarked location on surface, the average additional lead/lift for which shall be around 2 Km. The approximate quantity for such Bentonitic OB/IB is 55 Lac CuM. No extra payment or additional remuneration shall be payable for such work.

4.2.4 Depressurization Activity

The following activities are expected to be undertaken for depressurization of the confined aquifer for carrying out the work specified. The tenderer is, however advised to understand the requirement & develop work plan suiting to the site conditions under the instruction of Engineer-Incharge.

- a) Construction, and development of 24" diameter tube wells and, supply and installation of 14" diameter well assembly therein, which includes housing pipes, slotted pipes and blind pipes; and installation and commissioning of submersible pumps with all incidental works therein; as per the specifications given in this tender document and as per locations given by Engineer-Incharge.
- b) Construction and development of 14" diameter tubewells and supply & installation of 6" diameter well assembly therein, which includes housing pipes, slotted pipes & blind pipes etc., to be used as piezometers alongwith measuring instrument for static water level, as per the location to be given by the Engineer-Incharge.
- c) Extraction of lignite shall be carried out in cyclic manner as per recommendation of CMPDI with depressurization of confined aquifer. As per recommendation, the tentative number of Tubewells for each cycle is sixteen (16) and number of Piezometers is Two (2) for continuous pumping and effective depressurization for safe mining operation as per the provision of CMR-2017 and permission granted by DGMS/CGWA. However, the actual requirement of Tubewells/ Piezometers will vary in each cycle and the Contractor has to ensure cost effective depressurization. The total estimated number of Tubewells to be constructed, operated and maintained, in the proposed period of 5 years for excavation of 25 Lac MT lignite, are 160 and total estimated number of Piezometers to be constructed for the work are 30. The quantities of Tubewell and Piezometer required in a particular cycle for achieving effective depressurization will be based on water level of confined aquifer, depth of lignite seam, mRL of working face, Tubewell location of previous cycle and its usability in next cycle etc, and thus the quantity of Tubewell/Piezometer in a cycle may be reduced suitably from 16 or 2 based on actual field conditions. The decision of Engineer-Incharge in this respect which shall be final and binding on the Contractor. No extra compensation/idling charges shall be admissible to the bidder for variance in the quantity of Tubewell from 160 and Piezometer from 30 under the contract.
- d) Supply, installation & commissioning of submersible pumps of discharging 660 GPM/ (50 LPS)/ (180 CuM per hour) at 90 meter head, alongwith delivery pipes of adequate size and specifications, armoured cable from the LT power distribution panel at the pit bottom, essential electrical accessories & mechanical accessories, instrumentation, installation of adequate capacitors to maintain the power factor, civil works, etc.
- e) Supply, installation and commissioning of Delivery Pipes of IS Specifications of adequate capacity, for collecting the discharged Saline Water from all the tubewells simultaneously for evacuating and transporting the water to the discharge point at Kasnau pit and sites as per drawings and as per specific requirements.
- f) Power Distribution System:- Supply, Installation & Commissioning of Electrical Panels in sufficient nos. for tapping electrical connection from L.T. Transformer to all the pumps complete with all protections and power factor correction panels.
- g) Provision of adequate Nos. of portable DG sets of 250/500 KVA capacity, along with requisite synchronizing panels, change-over switches, etc., so as to provide standby

power supply in case of Power cut-off/or failure of grid power supply, for uninterrupted operation of all the pumps simultaneously.

- h) Operation and maintenance of the submersible pumps, pipeline system, power distribution system and portable DG sets for standby power supply, as detailed above for the purpose of depressurization.
- i) Pumping out any type of water like pit water, rain water, old tubewell punctured water, etc. to keep the pit dry. For this purpose, mono-block or submersible pumps of adequate capacity shall be required to be operated at the pit bottom, where such water could be accumulated.
- j) Maintenance & Repair of existing Saline Water Bunds alongwith watch and ward round the clock by deploying sufficient skilled manpower and appropriate machinery. Contractor shall ensure prevention of any leakage of water from earthen bunds. The Contractor shall also be responsible for watch and ward round the clock of earthen bunds in view of safety of nearby villagers and animals.

NOTE:

- i) All incidental or contingent works including construction of sump at specified location at mines for further pumping, along with suitable capacity Sump – pump, required for performance of work as above, shall be done by the Contractor at its own cost and expenses and the same would not qualify for any extra payment.
- ii) The company will provide grid power for Depressurisation activities to the Contractor at 11 KV, at a point at Sub-station.
- iii) The essence of the contract is to carry out pumping operations, at rated discharge, while carrying out the lignite mining, simultaneously, with required number of tubewells, twenty four hours a day & for all the seven days of a week, on continuous basis, so as to achieve the Depressurisation of the confined aquifer. The Contractor shall maintain necessary standby capacity of various equipments, for this purpose.
- iv) On completion of cycle well assembly as casing pipe, slotted pipe, bell plugs, pumps etc and other hardware, etc. can be retrieved & taken away by the Contractor.
- v) The Contractor should note that the quality of mine water to be pumped out is highly saline, with TDS varying up to 15,000 PPM, though the pH value is within normal range.
- vi) All electrical works and components must conform to the requirements of the Central Electricity Authority Regulations 2010 as applicable to coal mines, according to Indian Electricity Act, 1910 as amended up to date.
- vii) The Contractor shall have to pump out all the water during development of Tubewells & Piezometer up to the surface & discharge far away from the pit edge, by constructing a suitable capacity sump into the pit.
- viii) The Contractor shall have to maintain proper drainage system at the working site of Tubewells/ Piezometer drilling & development area at 268-269 MRL so as to keep this level free of dirt and water.

- ix) The location of surface canal where confined saline water is pumped out through a network of delivery pipes from submersible pumps installed at the pit, may be away from the edge of Matasukh Pit, so that pumped out saline water does not travel back into the pit.

4.2.5 Construction & Maintenance of Roads, Footpaths and Dust Suppression etc.

- a) The Contractor will be responsible at its own cost and expenses for construction and maintenance of gravel haulage roads within the mining pit and within the mine lease area/ acquired area at the surface, and also to take up repair & maintenance of the road (WBM/Gravel), as & when required. The company reserves full rights to use such roads, which are constructed by the Contractor; without any liability whatsoever devolving on the company.
- b) The Contractor shall make arrangements at its own cost & expenses for sprinkling of water on haul roads, mining faces, dump yards, etc. and take adequate precautions for dust suppression. All other environmental aspects shall also be taken care of as per applicable laws & rules thereof.
- c) Water for dust suppression, cleaning, drinking etc, shall be arranged by the contractor at its own cost and expenses. Contractor shall arrange for dust suppression round the clock in all the working areas through atleast 24 trips of 10 KL water sprinklers (2 Nos. atleast). For each such default to be established from log book to be maintained by Engineer-Incharge, compensation @ Rs.5,000/- per day may be levied by Engineer-Incharge which shall be recovered from the contractor's monthly bills.
- c) Wherever, the village roads come under active mining, the Contractor shall provide an alternate pathway at a safe distance and away from mining operations /village roads as per requirements at its own cost. Wherever, it is required to dump the OB/IB at places other than backfilling areas, the contractor shall undertake the same without any extra cost to the Company, as per requirement and directions of Engineer-Incharge.

4.2.6 Drilling & Blasting

As per the available information on litho logs, there may not be any requirement for drilling and blasting in the overburden strata. However if any hard strata is encountered, the Contractor shall deploy appropriate hard rock breaking equipment of adequate capacity and size commensurate with the requirement of the work, at his own cost and expenses, as per direction of the EIC. The Contractor shall not raise any dispute and claim for such requirement.

4.2.7 Measures against fires & spontaneous heating of lignite

Contractor shall not uncover and keep the lignite faces exposed for a long time to prevent spontaneous heating of Lignite. A thin layer of sand / soil shall be left over the exposed lignite benches. This sand / soil / layer should be removed at the time of extraction and loading of lignite. Spontaneous heating and fires in lignite dumps should be controlled by proper stacking. Heating spots and fire sites should be watered regularly / continuously as necessary.

4.2.8 Quality Control of lignite

- a) The Contractor shall exercise due care to excavate lignite clearly and without any inter mixing with overburden / inter burden material.
- b) The Contractor shall arrange raising of lignite in such a manner that a consistent quality of lignite is made available for despatches. The cut off grade for despatches shall be 2500 Kcal/Kg and above (computed on 45% moisture content). Lignite having calorific value less than the cut off grade shall not be construed as saleable lignite. The calorific value shall be determined by RSMML/ any third party authorised by RSMML by conducting a test as per procedure. During the course of extraction of lignite, such quantity of lignite, which gets mixed with overburden/intercalation resulting in reduction of calorific value, or adding of impurities to mined lignite, is below the cut off grade, shall be rejected. This would also include any quantity of lignite rejected at the buyer's end because of supply of inferior quality of lignite.
- c) Seam wise composite samples of lignite shall be drawn jointly from the main faces for analysis, well in advance of actual excavation. The samples so analysed shall be used for organizing the lignite excavation programme, so as to maintain the required despatch quality of lignite. In addition for determinations of party-wise despatch quality, the lignite loaded into the trucks shall be jointly sampled, in appropriate batch size, before dispatches.
- d) In case the company finds it appropriate, the quality control system can be offloaded to a third party and the quality control programme will be mutually agreed upon. Under such circumstances, the Contractor shall not raise any dispute whatsoever.
- e) In case, any mineral other than lignite is encountered, the Contractor shall have to excavate such mineral separately and cleanly from overburden/interburden and transport by its own dumpers/ tippers, unload and spread or stack separately at separate surface stock yard(s) earmarked by the Engineer Incharge. The work for such separate stacking of such mineral is part of the work and no additional remuneration shall be payable for the work undertaken.

Company reserves the right to sell such mineral and the Contractor shall not raise any dispute on this issue. Whenever, Company gets any buyer of such mineral, then it will be the responsibility of the Contractor to reload such mineral separately into trucks of the buyers as per the directions of the Engineer-Incharge. Payment for such work of reloading of such mineral into the truck of buyers shall be made to the Contractor at an appropriate rate based on the actual weight of mineral dispatched. The weight of that mineral finally dispatched to the buyer would only be considered as the extra work undertaken the Contractor for the purpose of payment.

4.2.9 Final Dressing

Final dressing of the bench floors and bench faces shall be done by the Contractor as per the above scope of work and the drawings provided for "End of Contract" bench configuration. All over-hangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads would be in good condition for further vehicular movement.

4.3 Tubewell Design

4.3.1 The tubewell design will be as under:-

Table 4.3.1

Drilling methodology	Straight Rotary
Location of Tubewells	On 268 to 271 MRL bench, in Matasukh pit.
Bore Hole Drilling Diameter	Pilot hole:8" or 10" Final reaming:24"
Casing / Screen Diameter	14"
Planned discharge/well	660 GPM or 4320 m3/day
Spacing between the boreholes	40 M or as per the location given by Engineer-Incharge.
Depth of Boreholes	60 mts. ± 15 mtrs.
Screen length	20 to 25m.
Slot area %	15% to 18%
Slot size	Length- 7.5 cm. Width - 1.5 to 2.0 mm
Size of graded pebbles	4 to 6 mm.
Wall thickness of the casing pipe	8 mm
Position of the top of slotted pipe	6 to 8 m. below the bottom of lignite seam
Length of blank/ settling plain pipe at the bottom	Min. 2 to 3 Mtrs.
Provision for water level measurement in the pump well	1"or 2" screen loss pipe (GI or mild steel) to be provided amidst the gravel pack upto bottommost slotted pipe.

4.3.2 Standard of Drilling of bore wells

The construction and testing of tubewells/ bore wells shall be carried out as per provisions of IS:2800 (Part-I) and IS:2800 (Part-II):1979, both amended upto date, and as per provisions of other relevant Indian standards/code applicable.

4.3.3 Drilling of bore wells:

Drilling of bore well by deploying rotary drilling rig using suitable bit, The pilot hole diameter shall be 8"or 10". The exact drilling depth of pilot hole shall be decided based upon casing pipe design, which in turn shall be decided based upon samples of drill cuttings & lithologs provided by the drilling Contractor. Drill cutting samples shall be collected by the Contractor's drilling crew at an interval not more than 1.00 meters. The hole shall be then subjected to reaming upto 24" dia for lowering of casing assembly of 14" dia. While drilling, due care must be exercised so that no caving of hole takes place. The tubewell design parameter has been provided in clause 4.3.1 as above and are subject to change as per instructions issued from time to time by the Engineer-Incharge.

Note:- In case the machine deployed by the Contractor is such that holes of 24" sizes could be reamed directly, then the Contractor may adopt that technique also, however, logging details will have to be maintained as desired for the purpose of deciding the exact casing pipe design parameters.

- 4.3.4 Bentonite (sodium based) Powder of suitable specifications shall be used during drilling of the wells. Sufficient quantity of Bentonite powder of 200-mesh size shall be stocked at site and the Contractor shall take special care for avoiding collapse of bore wells before insertion of casing pipes etc.

In case of collapse of any tubewell or unsatisfactory development/less discharge from tubewell, a new tubewell will have to be constructed within a radius of 8 to 10 meters of the original tubewell/s, without any extra cost to the company. No payment shall be made for collapsed /unsatisfactory development/less discharging tubewell.

As the strata comprises of fuller's earth and highly plastic clays/sand, etc., intermittently, so special care should be taken to avoid any caving /collapsing of bore holes.

4.3.5 Casing

The diameter of casing pipes in the wells shall be 14". The blank pipes, slotted pipes and bail plug etc. shall be put as per the casing pipe design, including casing assembly, provided by the Engineer-Incharge. The type, size, length, slot area percentage, etc. of casing pipes shall be inspected by the Engineer-Incharge. The material of casing pipe shall be made of mild steel corresponding strictly to the ISI specifications only. The slot area percentage in slotted pipes will be as per clause 4.3.1 above. At the bottom of hole, at least 0.5 meter bail plug shall be attached, to the lowered casing assembly.

Provision of cement filling at required depths for a column of 15 meters, during retrieval of casings shall be provided by the Contractor. Design of bail plug should match this requirement. No extra payment shall be made for this work.

4.3.6 Installation of Well Assembly

The housing pipe, blind pipe and slotted pipe, to be used shall be made of mild steel conforming to IS 4270-1992 and of approved class. The pipes may be electric resistance welded (ERW).

The pipe shall have to be got checked and approved by the Engineer-Incharge, before lowering in the boring. It shall be conforming to IS 4270-1992 (amended upto date), as supplied by the Contractor.

- 4.3.7 The slotted pipe to be used shall have line slots (vertical or horizontal) with an opening area as defined at 4.3.1 hereinabove. The length of the slotted pipe/Steiner shall normally be not less than 3 meter and preferably 6 meters. It shall be as per the well design parameters to be provided by the Contractor and got approved in writing.

The slotted pipe shall be attached to the housing pipe/blind pipe by means of strong M.S. coupling of width 2½ " (inch) thickness 12 mm dia as per pipe & of quality and design approved by Engineer-Incharge as the case may be.

- 4.3.8 The top of casing pipe after completion of boring shall be left at a height of 60 cms. above the original drilling level.

4.3.9 Painting

Before lowering of pipe assembly two coats of approved corrosion resistance paint shall be given to all the mild steel parts of the well assembly, both on the inside and out side.

4.3.10 Gravel Packing

Gravel to be used shall be conforming with IS:4097-1967 (amended upto date). These shall be hard well rounded and of reasonable size free from dust and foreign material as well as flakey particles. The uniformity coefficient should not be more than 2 (Uniformity Coefficient= D_{60}/D_{10}). The size of gravel will be 4 mm to 6 mm. The Gravel will have to be cleaned and washed before use. A tolerance of 10% shall be allowed in respect of grading of Gravel.

The Gravel filling of the annular space between the pipe assembly and the bore hole should start from the bottom of bore hole and be done as per well design parameters. The Gravel packing will have to be done as per IS:2800 (Part-I):1991 (amended upto date). Negligence regarding quality of gravels will not be tolerated at all, being an important item of well construction. The Contractor shall provide samples of gravel used during gravel packing. Use of intolerable grade of gravel may result in unsatisfactory construction, resulting in failure & rejection of the tubewells.

Gravel of size 4-6 mm of desired grade shall be washed properly prior to packing and packed between the hole and the casing, to the desired depth. While packing the hole by gravel of required size, care must be taken for back washing of hole through the casing, so that gravel is settled in perfect order. After completion of gravel packing, backwashing by fresh & clean water shall be done for less than one hour at a stretch.

4.3.11 Development of the Tubewell

A chemical known as Hexa-meta phosphate (1.70 kg. per 100 ltrs. of water in well) shall be used to dissolve the bentonite packing of the drilled well. This solution shall be kept in the well for at least 24 hours. Arrangement for the same shall be done by the Contractor, at their cost.

The tubewell may be developed as per clause 9.3 of IS:2800 (Part-I) :1991 (amended upto date). The water coming out should be totally silt/ sand free after completion of development.

The tubewell shall be developed by using a compressor of minimum capacity 1100 cfm. and pressure 20 Kg/Sq.cm. Final discharge should be totally sand free as per IS:2800 (Part-I):1991 (amended upto date).

Development of wells is to be done through combination of educator pipe 8" or 6"(inner dia) with a facility of discharge water to the drilling bench and air line 6" or 4"(outer dia) connected to compressor. The development of well shall be carried out by deploying high-pressure air compressor of suitable capacity for the wells. The minimum hours required for complete development of each well shall be 20 hours and, maximum 30 hours. The well shall be developed upto the satisfaction of the Engineer-Incharge. The practice of alternative surging & pumping with air by jetting tool shall be exercised. The compressor should have minimum pressure to initiate flow in the airline to create surging in the well. While developing a well, it shall be ensured that the well is thoroughly cleaned and all the slots get opened and packed gravel is settled. A

minimum discharge of 180 cubic metre per hour \pm 10% will have to be obtained for certifying satisfactory development of tubewells.

- 4.3.12 The Contractor will ensure the verticality of the tubewells. The Engineer-Incharge or other nominated representative of the Company may check this.
- 4.3.13 In case of higher sizes drilling, if required the Contractor shall have to make his own arrangement for completing the work and no claim in this respect will be entertained.
- 4.3.14 The Engineer-Incharge will provide the locations of the Tubewells by marking same at site. All approaches to the drilling points/tubewells shall be prepared & maintained by the Contractor at no extra cost to the company. Seepage water /rain water/ water generated during development of tubewells/ piezometers or any other water accumulating on the drilling benches shall be pumped outside the pit by the Contractor at no extra cost to the company. The Contractor shall ensure that the drilling (Tubewell) bench shall remain dry & safe at all times.
- 4.3.15 The Contractor shall submit sample for approval as may be required by the Engineer-Incharge and all material delivered at site well before commencement of drilling shall not be below the standards of the samples.
- 4.3.16 Each of the bore wells drilled shall be equipped with suitable submersible pumps of adequate power, capable of discharging 660 GPM of saline water (containing up to 15000 PPM of total dissolved solids) at 90 m. head. All electrical accessories /fittings/ safety relays etc. shall be of approved type as per the Indian electricity Act as applicable in Mines.
- Delivery pipe complete with flanges, joints, etc., of sufficient size commensurate with required discharge, from submersible pump to top of the tubewell. The delivery pipe at the top of the tubewell will be fitted with a non-return valve, two gate (tap). All pipes, valves, fittings, etc. shall carry BIS mark. The pump shall be of reputed make and should be maintained in good working condition.
- 4.3.17 Central Electricity Authority Regulations 2010 as applicable to the mines and as imposed by DGMS to be strictly followed for all electrical installations. Safety devices such as earth leakage relays/earth leakage circuit breaker etc. with proper earthing arrangement to be provided by the contractor. All such electrical installation may be inspected by the Electrical Inspector (Mines) DGMS Ajmer zone before energising and putting in use for operation. Any modification as suggested by DGMS shall be required to be incorporated by the contractor without any extra cost.
- 4.3.18 The Contractor will operate the required number of pumps for the period it is required for effective lowering down of water table so as to enable safe mining.
- 4.3.19 The Contractor shall be required to seal suitably (preferably as per IS procedure for such wells) one or all the tubewells constructed etc. during the construction phase/operation phase while leaving these as redundant at its own cost as incidental works.
- 4.3.20 The Contractor shall also be responsible for plugging effectively, such Tubewells/ Piezometers, which are declared abandoned & redundant by Engineer-Incharge, in such a manner so that Confined Saline Water does not leak from any of such Tubewell/ Piezometer.

4.3.21 Contractor shall also make provisions of adequate No. of suitable size Hume Pipes for laying delivery pipelines beneath haulage roads via Hume pipes for the safety of the delivery pipes due to plying of HEM machineries.

4.4 Mine Design

While mining at Kasnau- Matasukh mines, the Contractor shall adhere to the mine design parameters as detailed out in following table :

Table 4.4

	Particulars	Unit	Value	
A.	Pit Slope Geometry Final slope excavation angle	Degree	23° & as per drawing	
B.	Bench Design Parameters i. Overburden Benches a. Height of Benches b. Face slope angle c. Width of bench (<u>Minimum</u>) ii. Lignite Benches a. Height of Benches b. Face slope angle c. Width of bench(<u>Minimum</u>)	Meters Degree Meters Meters Degree Meters	Ultimate Pit slope 3.00 70.00 6.00 (Minimum) 3.00 70.00 6.00 (Minimum)	Advance Face 3.00 70.00 6.00 and & 40 meter wide drilling platform on 269 mRL
C.	Back Filled Dumps I. Max. over all slope of dumps ii. Height of each lift iii. Clearance between the toe of dumps & Lignite working face	Degree Meters Meters	28° 10.00 40.00 (Minimum)	
D.	Outside Dumps i. Max. overall slope ii. Max. height of dumps iii. Height of each lift	Degree Meters Meters	28° 30.00 & as per drawings 5.00-10.00 & as per drawings	

Note: In case of any failure of slope beyond the mentioned final pit slope angle, the Contractor shall handle the waste and the same shall be treated as overburden handling.

4.5 Estimated Quantities of Excavation & Depressurisation

4.5.1 The following tables show the estimated quantities of waste and saleable lignite to be excavated annually from Matasukh mines:

Table 4.5.1
Estimated Quantities of Excavation in Matasukh Mine

Year	Waste (OB+IB) (Lac Cubic Metres)	Saleable Lignite (Lac Tonnes)	Lignite to Waste Ratio
I	75.75	5.04	1 : 15.03
II	85.26	5.06	1: 16.85
III	89.44	5.00	1 : 17.89
IV	92.80	5.00	1 : 18.56
V	78.06	4.77	1 : 16.36
Total	421.31	24.87	1 : 16.94

Total Overall Lignite to Waste Ratio = 1: 16.94

Note

- a) The quantity of lignite indicated is 'insitu' and calculated considering insitu specific gravity of lignite as 1.20 Tonne/CuM.
- b) The Contractor shall have to deploy equipment of adequate capacity and adequate number to handle above quantities. The desirable/envisaged equipments to be used in the areas under scope of work has been given in Annexure-I.
- c) The quantities of Lignite mentioned in the contractual schedule are indicative and tentative and in case of decrease in lignite quantities during execution of contract due to lower sale/ demand of lignite and/or lower recovery of lignite reserves, the Contractor shall not raise any claim and dispute on this account. However, compensation on shortfall in quantities on this account shall also not be levied as prescribed in the tender document.
- d) The actual cumulative OB/IB removal and actual cumulative lignite dispatched ascertained at the end of the contract shall not be more than the cumulative target of OB/IB and lignite provided in the contract schedule. In case, the contract is extended and additional quantities of lignite are awarded, the formula for calculation of cumulative payment of lignite dispatched will be modified by additional lignite and OB/IB as per the overall stripping ratio provided in the contract schedule.

4.5.2 Variation in Lignite/OB quantity

- a) During actual execution of work, the quantities of lignite to be excavated may vary in any year as per sale of lignite and mining requirements of the Company and will not form any basis of dispute/ claims at any stage of contract.
- b) The company shall not be made liable for any damage and/or pay compensation for idling/extra cost for any of the equipment or/and manpower for this reason whatsoever due to variation in Lignite quantity.
- c) The excavation and removal of waste and mining of lignite shall have to be carried out as per the plans enclosed, time schedule and sequence of operations as per directions of the Engineer-Incharge.

- d) The contractor shall be required to submit details of excavation (OB & Ore separately) carried out for each year of the contract. In case of variance with respect to the schedule quantity & excavated quantity of that particular year as per tender terms, prior written approval of **GGM (Lignite)** shall be obtained by the contractor.
- b) The company shall intimate its expected demand/ production targets of lignite at the beginning of each month to enable the contractor to make necessary arrangements for lignite production during that month. It will be endeavour of the company to issue lignite delivery orders to the buyers, matching to the expected demand/ production target of that month. In case any variation is required in lignite quantity already intimated during a particular month, the company shall inform the same at the earliest. In case, the lignite production is not undertaken as above, the contractor shall be liable to pay compensation to the company.
- c) The company reserves the right to make any alteration / addition in the area for the contracted quantity as above, without any compensation.
- d) The contractor shall undertake the OB/IB removal & development work regularly as per the schedule and plans provided. Even if, the lifting is lignite is less or poor during any particular period, the mine development shall continue as per plans and directions of Engineer-Incharge so as to keep the arrangements ready for lignite production and for meeting the possible lignite demand in next period.
- e) In case, the design parameters of the mine as stipulated in the plans enclosed are required to be changed on account of safety reasons and/or as per the directions of the statutory authority, the contractor shall have to undertake the same without any claim whatsoever on account of such changes.
- f) The company reserves the right to vary the quantity of lignite and commensurate waste, indexed to the envisaged Stripping Ratio to be excavated in any particular year, during the pendency of the contract without any compensation. Due notice in writing shall be given to the contractor in case the company decides to do so, to enable the contractor to make necessary arrangements..

4.5.3 The following table shows the estimated quantity of depressurization work to be undertaken while excavating the lignite annually from Matasukh mines:

Total Number of Tubewells to be constructed, operated and maintained in the contract period of 5 years	160 Numbers
Total Number of Piezometers to be constructed, in the contract period of 5 years	30 Numbers
Total Number of Cycles	13

The depressurization work of construction of tubewells, piezometers and operation of pumps shall have to be carried out as per the plans enclosed and sequence of operations. However, the above parameters of the work can vary as per site requirements and Contractor has to carry out the work as per directions of Engineer-Incharge.

The quantities of Tubewell and Piezometer required in a particular cycle for achieving effective depressurization will be based on water level of confined aquifer, depth of

lignite seam, mRL of working face, Tubewell location of previous cycle and its usability in next cycle etc, and thus the quantity of Tubewell/Piezometer in a cycle may be reduced suitably from 16 or 2 based on actual field conditions. The decision of Engineer-Incharge in this respect which shall be final and binding on the Contractor. No extra compensation/idling charges shall be admissible to the bidder for variance in the quantity of Tubewell from 160 and Piezometer from 30 under the contract

4.6 Power Supply

4.6.1 The company will provide grid power for Depressurisation/Dewatering activities to the Contractor at 11 KV, at a point at Sub-station, near Mine pit side free of cost. Further extension of electrical supply to mine pit etc. shall be the responsibility of the Contractor.

4.6.2 The Contractor shall make its own arrangement for Supply, Installation & Commissioning of Electrical Panels in sufficient nos. for tapping electrical connection from L.T. Transformer to all the pumps complete with all protections and power factor correction panels.

4.6.3 For the power supplied by the RSMML for the purpose of depressurization, the contractor shall ensure to maintain the desired power factor by installing suitable power factor maintenance panels/ automatic capacitors with distributed load. In case of levy of penalty on any such account by AVVNL on RSMML in the electricity bills, it shall be recovered from the Contractor.

4.6.4 The Contractor shall use only diesel operated mining equipment and no electrically operated mining equipment for excavation, drilling etc. shall be permitted.

If at any time during the currency of the contract any illegal connection and / or unauthorized connection are found, the Contractor shall pay the penalty as assessed by the RSMML, and that will be final and binding to the Contractor.

4.6.5 All electrical installations & wiring for electric lighting and power at camp site, shall be installed and maintained by the Contractor. Electric light and power wires shall be kept away as far as possible from telephone or signal wiring or wires used for firing blasts.

4.6.6 The Electrification works in all the working area including campsite, workshops etc. shall be carried out by the Contractor as per the provisions of the Electricity Laws, rules and regulations made there under and as per plan approved by the Engineer-Incharge.

4.6.7 The Contractor shall be entitled to remove all the electrical installations owned by him after completion of the entire contract work at his/their own cost. The Contractor shall, at his cost, provide suitable electric MCBs, fuses, switching, etc. wherever found necessary, and/or advised and/or required by the Engineer in charge from time to time.

4.6.8 All statutory approvals as applicable to electrical installations shall be obtained by the Contractor at his cost.

4.6.9 Non-availability or less than adequate supply of power will not form any grounds whatsoever for disruption of work and the Company shall not entertain any claim on that account.

4.7 Diesel

- 4.7.1 The contractor shall make its own arrangements for procurement and storage of diesel based on its own requirement for all items of works at the site. Company shall not provide or arrange Diesel to the Contractor for this contract. The rate quoted should be inclusive of Diesel cost.
- 4.7.2 Contractor shall ensure that proper inventory of Diesel is maintained based on its Daily/Monthly requirement and enough quantity of Diesel is always available at site for carrying out the works and the mining operations are not suffered due to shortage of Diesel.
- 4.7.3 Increase/Decrease in Diesel Price, after submission of bids shall be reimbursed /recovered by the Company, as the case may be, every month in the running bill on the basis of prevailing retail rate on 15th day of the respective month during which the works have been undertaken considering norm of 0.60 litre per CuM for total actual excavation i.e. OB, IB and Lignite during the month.
- 4.7.4 The above norm of 0.60 litre per CuM is fixed and shall be considered for the entire period of contract for computing the Escalation/De-escalation due to change in price of diesel.
- 4.7.5 The prevailing rate on 15th of each month for retail supply of BS-III Diesel at IOCL/HPCL/BPCL at Nagaur shall only be considered for the purpose of escalation-de-escalation. Contractor shall submit certificate/ rate list of Diesel for this change along with bill
- 4.7.6 For the purpose of computing the Escalation/De-escalation of Diesel, the present prevailing retail rate of BS-III diesel on dated xxxxx is Rs. xxxxx Liter, inclusive of all shall form the basis. The said rate of BS-III Diesel shall be the frozen rate and computation of Escalation/de-escalation shall be always made on the frozen rate.
- 4.7.7 An assumption based illustration for computation of effect of change in Diesel price is given below:

Diesel Assumption

Frozen rate of Diesel	=	Rs. 66/- per Litre
Revised Rate of Diesel (on 1st day)	=	Rs. 68/- per Litre
Change in Price = Rs.2000 per KL =		Rs. 2 per Litre
Norms of Diesel	=	0.60 Ltr per Cum

Assumed Achievements during any month

OB/IB Excavation	=	3,30,000 CuM.
Lignite Production	=	24,097 MT (X 0.83=20,000 CuM)

Computation of Diesel Escalation

Total excavation (OB/IB + Lignite Volume)	=	3,30,000 + 20,000
		= 3,50,000 CuM
		= 3.5 Lac CuM

Diesel Escalation on Excavation = 0.60 Ltr / CuM x 3.5 Lac CuM x 2 per Ltr
= Rs. 4.2 Lac plus Applicable GST on it.

In case of decrease in diesel price below the frozen rate then same method will be used for computed De-escalation.

The above computation is for purpose of illustration only. The actual computation shall be made on the basis of respective parameters.

If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation vide clause no 9.8 (i) and provision of notification on applicability of GST on diesel as published by the Government including input tax credit, if any.

4.8 Mechanization

The volume of waste and lignite to be handled annually is about 80 Lac Cubic Metres and 5 Lac MT respectively. The Contractor shall have to deploy equipment of adequate capacity and adequate number to handle these volumes. The desirable minimum size of major equipment to be used in the areas under scope of work has been given in Annexure-I. It may, however, be noted that equipment older than five years from the date of issue of DLOA shall not be deployed.

SECTION - V

SECURITY DEPOSIT

5.1.0 SECURITY DEPOSIT

The successful bidder shall furnish a security deposit of 10% of contract value in the following manner:-

- a) The Bid security deposit shall be refunded after submission of Bank guarantee of required amount towards security deposit.
- b) Bank Guarantee (B.G.) amounting to 5% of the value of contract in favour of the Rajasthan State Mines & Minerals Limited, Jaipur on the approved format of the company issued by all public sector banks (Except SBI), ICICI Bank, HDFC Bank & Axis Bank having its branch at Jaipur. In case of invoking the BG, the amount shall have to be paid by the Bank having branch at Jaipur. Such bank guarantee shall have to be furnished within 30 days of the issuance of LOA/DLOA. The B.G. shall be initially valid for at least three years to be renewed for further period of three year/ till final closure of contract. Such renewal shall have to be effected at least three months prior to expiry date of the B.G. else company will be free to invoke BG or recover this amount from monthly bills till the desired B.G. is extended. The BG shall have a grace period of 6(six) months beyond the Contract period i.e. three years from the date of DLOA/ LOA.
- c) Balance security deposit of 5% of contract value will be deducted from the running bills of the contractor during the contractual period up to the time till total of security deposit of the contract value is made available to the company.
- d) The contract may also deposit the SD @ 10% in form of BG.

5.1.1 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company and the company has issued certification for closure of the contract.

5.1.2 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

- 5.1.3 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 5.1.4 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 5.1.5 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 5.1.6 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 5.1.7 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 5.1.8 No interest is payable on Security deposit amount.
- 5.1.9 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- 5.1.10 In case, the contractor fails to mobilize sufficient manpower and equipments within prescribed period the amount of security deposit/EMD may be forfeited at the sole discretion of the company.

SECTION - VI

TIME SCHEDULE & COMPENSATION FOR SHORTFALL

6.1 Time For Completion Of The Work Covered By Contract

6.1.1 Time Schedule:

Time is essence of this contract. . The Contractor shall complete the entire work covered by the contract within the period of 5 Year (including permitted mobilization period) from the date of issue of LOA/Acceptance of the tender for estimated tendered quantity of 24.87 Lac MT lignite excavations.

A period of forty five (45) days shall be allowed for mobilization to commence the mining operations reckoned from the date of issuance of letter of Acceptance. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipments, tools and tackles.

6.1.2 The zero date reckoned for the contract shall be the date of issuance of letter or fax of acceptance of tender or work order to the successful Contractor. Year I (First) shall mean a period of twelve (12) calendar months from the date of issuance of letter/fax of Intent for acceptance of tender or work order. The subsequent years shall follow twelve (12) months from the end of Year I (First).

6.1.3 If the contractor shall desire an extension of time for completion of work on the grounds of his/its having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, RSMML within 10 (ten) days of the date of the hindrance on account of which he desires such extension as aforesaid, and the company shall if in its opinion which shall be final and binding on the contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by the company this would be without prejudice to the company's right to take appropriate action under this contract and without any additional financial liability on the company.

6.1.4 Failure or delay by the company to hand over the site to the contractor necessary for the executions of the works, or to provide the necessary drawings and instructions or any other delay by the company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or compensation thereof, provided, however, that the company may extend the time for completion of the work by such period as it may consider necessary or proper.

6.1.5 The contract period beyond the period of 5(five) years can be extended for another One (01) year on the same rates, terms and conditions and at the sole discretion of Company (RSMML).

6.2 **Completion Schedule**

6.2.1 Complete extraction of Lignite from the all the seams as per schedules/ targets while undertaking Depressurisation of the confined aquifer in the mining pit to the desired levels through continuous operation of submersible pumps, with adequate safety of man, mine and machinery, is the crux of the contract.

- 6.2.2 The Contractor shall be required to meet the monthly excavation targets of waste & Lignite and finally complete the entire work covered by the contract within the stipulated period.
- 6.2.3 In case the contractor fails to adhere to the monthly target program of saleable lignite provided by the Engineer-Incharge, or fails to maintain the quality of lignite dispatched, under the monthly schedule of quantities, he shall be liable to pay compensation as mentioned under clause 6.3 for such shortfall. However, in case the company fails to lift the available quantity of saleable lignite in any particular month, then the company may not recover any compensation for shortfall quantity.
- 6.2.4 The zero date of the contract shall be reckoned from the date of Letter of Acceptance, in this regard, issued to the contractor by the company.
- 6.3 **Compensation for delay in Commencement & Shortfall/ Rejection**
- 6.3.1 In case of delay in commencing the work, the compensation @ 0.5% of the annual contract value on weekly basis will be recovered. In the event the compensation exceeds 2% of annual contract value, then other provisions including termination of contract, forfeiture of bid security /SD, shall apply at sole discretion of Company.
- 6.3.2 Failure to adhere to the excavation schedule as provided by the Engineer-Incharge within the schedule of quantities shall make the contractor liable to pay compensation to the company in the following manner:

“Any shortfall in the quantity of saleable lignite to be raised in a month if not made good in subsequent month after meeting the quantities of subsequent month shall be subject to compensation under this clause @ 10% of prevailing sale value of such un-executed quantity of lignite. For this purpose, the sale value of lignite by RSMML to its customers shall only be considered. In case of multiple sale prices, then weightage average of those will be considered.”
- 6.3.3 The cut off grade for dispatches of saleable lignite shall be average calorific value of 2500 K Cal /Kg on daily basis and insitu. However, the contractor should undertake mining in such a way that lignite despatched is above 2500 KCal/kg on daily basis & insitu. The calorific value shall be determined by RSMML/ any third party authorised by RSMML by conducting a test as per procedure. During the course of extraction of lignite, such quantity of lignite, which gets mixed with overburden/ intercalation, resulting in reduction of calorific value or adding to impurities to mined lignite below the cut off grade, shall be rejected. This would also include any quantity of lignite rejected at the buyer's end and /or any other places because of supply of inferior quality of lignite.
- 6.3.4 In such cases of rejection as mentioned in clause 6.3.3 an amount equivalent to landed price of lignite at buyer's end less realization price, if any obtained from the buyer for such rejected material, shall be recovered from the running account bills of the contractor and/ or from his security deposit.
- 6.3.5 Failure of the Contractor to work as per scheduled targets continuously for three months will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the Contractor and to recover from its the full difference of cost in making alternative arrangements for continuance/ restoration of working up to the quantity of work allotted to the another agency.

- 6.3.6 Any compensation which is recovered for any rejection/ shortfall in any one month, will not be carried forward for further recovery of compensation. Compensation, if levied, shall be immediately recovered from any payment due and shall be recovered from the running account bills of the Contractor or from his/its security deposit as the company may consider fit.
- 6.3.7 However, recovery of compensation for such lapses in the contractual targets for the contractual period may be reduced or waived off, if it is not attributed to Contractor's fault. This will be decided at sole discretion of the Company and Contractor cannot claim it as a matter of right.
- 6.3.8 The said amount of compensation shall be payable by the Contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay / breach.
- 6.3.9 The compensation so computed and/ or adjusted by the company, shall not relieve the Contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under this contract.

6.4 **Right to Review Performance**

The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.

The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company.

6.5 **Risk & Cost**

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the production/excavation (work) of specified quantity within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor. Over and above the compensation of shortfall in execution of work, the company may at its discretion at any time to get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor for which an advance notice of minimum 15 days will be given to the contractor.

SECTION VII

PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES

7.1 Contractor's Remuneration

7.1.1 The Contractor will be eligible to receive its remuneration from the Company in respect of the complete work done by it as per scope of work at contracted rates by RSMML on monthly basis.

For obtaining running account payment, the contractor shall submit a bill in approved proforma in quadruplicate to the Engineer-Incharge before the expiry of the first fortnight of the succeeding month along with the following details.

Monthly running account bill shall be considered on the cumulative performance basis as per formula given below:

Cumulative payment of Lignite dispatched =

Constant X contracted rates of lignite dispatched per MT X cumulative quantity of Lignite Dispatched in MT.

Where constant=

$$\frac{\text{Actual stripping ratio}^*}{\text{Estimated stripping ratio}^{**}}$$

$$\text{*Actual stripping ratio} = \frac{\text{Actual cumulative OB/IB removed (in cubic meter)}}{\text{Actual cumulative Lignite dispatched (in metric tonne)}}$$

$$\text{** Estimated stripping ratio} = \frac{\text{Total estimated OB/IB i.e. 421.31 Lac Cubic Meter}}{\text{Total estimated quantity of lignite to be mined i.e 24.87 Lac MT}}$$

$$= 16.94$$

Net amount payable for monthly running bill =

Cumulative payment of lignite dispatched up to current month – cumulative payment of lignite dispatched up to last month.

Note: The actual cumulative OB/IB removal and actual cumulative lignite dispatched shall not be more than the respective cumulative target of OB/IB & cumulative target of saleable lignite as given in the schedule of target table 4.5.1.

7.1.2 Actual Quantity of Lignite at the End of contract.

At the end of contract including the extended period (if any) if the actual quantity of Lignite available in the proposed working area is more than estimated/scheduled quantity of lignite, then contractor shall be allowed to dispatch the excess quantity of lignite up to 5% of estimated/ scheduled quantity. This additional quantity of Lignite shall form part of the actual cumulative Lignite dispatched in the above formula. This is to ensure the mineral conservation. The contractor shall also be responsible for maintaining quality of lignite to be supplied.

The estimated quantity shall be revised and the formula will be modified in case of removal of OB requirement is excess due to uncertain condition like collapses of benches for the reason not attributable to the contractor as ascertained by the company & the same shall be binding on the contractor.

- 7.1.3 The remuneration to be paid by the company to contractor for the entire work to be done and for performing the obligations of this contract agreement by the contractor shall be ascertained by applying the agreed rates on the work done and payment shall be made accordingly for the work actually executed and approved by the Engineer-Incharge. The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.
- 7.1.4 The contractor shall not be eligible to claim any advance payment against exposed or unexposed stock of lignite or lignite transported and dumped at surface dump yard.
- 7.1.5 The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except under clause 9.8 and as mentioned elsewhere in the tender document.
- 7.1.6 The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works, risks involved and material required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-Incharge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown or described specifically in contract documents.
- 7.1.7 The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.
- 7.1.8 The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the company in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares etc. or statutory duties on them or any other ground or reasons whatsoever.
- 7.1.9 Company shall not pay any mobilization advance to the Contractor.

7.2 Procedure For Measurement / Billing Of Work-In-Progress.

- 7.2.1 Before commencement of excavation and completion of work, spot levels shall be taken at 10 meters grid interval jointly and contour plotted at 0.5-meter interval in the area proposed for excavation. These levels shall be used for drawing original ground profile while calculating volume of over burden and lignite removed.
- 7.2.2 All such survey measurements shall be monthly and in metric system. All the works in progress will be jointly measured by the representatives of the Engineer-Incharge and

the contractor's authorized agent progressively. Such measurement will be got recorded on the basis of excavation configuration in the measurement book by the Engineer-Incharge or his authorized representative and signed in token of acceptance by the contractor or his authorized representatives. For taking joint survey measurement, the contractor's representative shall be bound to be present at site on prior notice in this regard by the Engineer-Incharge. If, however, he absents for any reason whatsoever, the measurements will be taken by the Engineer-Incharge or his representative and the same shall be deemed to have been taken as correct and binding on the Contractor. Measurements and computations will be made by such method/s as the Engineer-Incharge may consider just and appropriate for the class of work measured including but not limited, to the methods of average and area computed from cross-section, plans grid system or topographic contours etc. If considered advisable by the Engineer-Incharge for greater accuracy prismatic corrections or corrections for curvature in alignment will be employed and binding on the contractor. For the purpose of computing quantities, the planimeter shall be considered as being an instrument of precision adopted for the measurement of areas under contract. However, the company reserves the right to use the computerized survey and computation methods for measurement of quantities. The contractor shall not raise any dispute whatsoever on this account.

- 7.2.3 Weighment of the material shall be done at the Company's weighbridge. The contractor shall be paid only on the basis of lignite mined of specific quality, loaded into truck of buyers and weighed on this weighbridge. Weighment shall be made in metric tonnes. Weight of lignite so recorded at the weighbridge shall be taken and treated as final for the purpose of this contract. In the event of breakdown of Company's weighbridge, weight of lignite as recorded at any approved/notified by the company in writing, shall be taken for such period(s). The contractor shall not raise any dispute regarding the authorization of any such weighbridge, nor shall he be paid for any weighment charges and/or extra efforts made by him on this account.
- 7.2.4 The contractor shall submit monthly bills on the basis of work executed to be measured as per clauses mentioned above.
- 7.2.5 The company reserves the right to associate third party for carrying out original, annual and final excavation survey at regular intervals. The company will have sole discretion to appoint government or semi-government or private surveying agency/ies like the Directorate of Mines & Geology, Geological Survey of India, Indian Bureau of Mines etc and the contractor will be bound by such survey/s without any claim or additional payment for the same.
- 7.2.6 The company may at its sole discretion, adopt and implement any latest technology of survey and measurement of quantum of work carried out by the Contractor, for which the contractor shall be liable for its implement without raising nay dispute and claim to the Company

7.3 Billing

- 7.3.1 The contractor shall submit bill for the work done in a month as per the methodology given in clause 7.1. The monthly bill should be submitted along with following details:
- (i) Abstract and detailed statements of Quantity of lignite dispatched during the billing period.

- (ii) Abstract and detailed statements of rock excavated & Abstract and detailed statements of survey.
- (iii) For OB/IB removal detailed measurement & computation sheets , plans and cross sections indicating the ground levels and the working levels duly certifies the by the Engineer-Incharge for the OB/IB work carried under, to establish the desired stripping ratio.
- (iv) Stores items including diesel supplied by the company, if any, during the billing period;
- (v) Explosive and blasting accessories supplied by the company, if any, and used by contractor during the running bill period;
- (vi) Copy of wage payment sheet of the previous months to employees actually employed by the contractor at the mines;
- (vii) Documentary evidence of the P.F. amount deducted from the monthly salary of the employees of the contractor actually employed at mines for execution of the contract and submission of this amount along with contractor's contribution to the P.F. Commissioner, for the previous month.
- (viii) As Documentary evidence Certificate/ Retail Rate of BS-III Diesel issued by the IOCL/HPCL/BPCL, Nagaur .
- (ix) The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period."
- (x) Attendance sheet of Statutory manpower deployed.
- (xi) Electricity consumed and charges recoverable

7.3.2 Apart from the above, details of other activities like plantation are to be submitted on yearly basis with following details:-

- (i) Abstract and detailed statements of survey;
- (ii) Measurement of the area worked during the month;

7.3.3 The Engineer-Incharge shall verify the metric tonnes of lignite despatched during the month and, the admissible amount of the bill of the contractor will be paid after making necessary deductions, for explosives, security deposit, etc. or adjustments, if any, other statutory deductions on or before the expiry of 10 days from the presentation of the bill at his end.

7.4 Running Account Payments to be regarded as Advance

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, re-erected or be considered as an admission of the due performance of

the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the rights/ powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the contractor within one month from the date of physical completion of the work, otherwise the Engineer-Incharge's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on the contractor.

7.5 Payment of Contractor's Bill

Unless otherwise specifically provided, running account payment (progressively payment) will be made to the contractor by the company keeping in view the quantum of work done and measured, approved and certified as previously mentioned. The company will deduct from all such payments all dues to the company from the contractor including advances paid to the contractor, if any. This payment will be made within 15 days of receipt of bill after making necessary deductions as stipulated elsewhere in the contract document for stores, explosives, material, security deposit etc. The company shall make payment due to the contractor by crossed account payee cheques. In no case the company will be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the contractor shall present his/its bill duly pre-receipted on proper revenue stamp. Income tax at the prevailing rate and other statutory deductions on the gross amount billed shall be deducted from contractor's bills as per prevailing law.

7.6 Receipt of Payment

Receipt for payment made must be signed by a person duly authorised holding power of attorney in this respect on behalf of the contractor. A person so authorised shall be in exclusive employment of the contractor and he will not work or engage himself in any other profession for gain or profit other than the contractor's employment. When the contractors are described in their tender as a limited company, in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having been authorised to give effectual receipt of the company. The payment so made to the authorized person shall deemed to be the payment to the contractor & no claim whatsoever in this regard will be admissible.

7.7 Provident Fund

7.7.1 The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

7.7.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.

7.7.3 However, each running account bill must be submitted alongwith the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan and ECR for the

amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

7.7.4 Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF, which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

7.7.5 Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

7.8 Withholding Payments To Contractor & Company's Lien on amount due to the Contractor.

7.8.1 Progressive payments at any time may be withheld or reduced, if, in the opinion of the company, the contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the contractor fails to pay his labour, for material and other bills as they become due. The company shall in no way be liable for any loss or damage etc due withholding of such payments.

7.8.2 The company shall have lien on all amounts that may become due and payable to the contractor under this or any other contract or transaction of any nature whatsoever between the company and the contractor and the security deposit, bank guarantee etc. furnished by him/it under the contract for or in respect of any debit or sum that may become due and payable to the company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the company and the contractor, unless the contractor pays and clears the claim in full immediately on demand in cash to the company.

7.9 Application for Completion Certificate

When the contractor fulfills all its obligations under the contract to the satisfaction of Engineer-Incharge and subject to terms and conditions of the contract, it shall be eligible to apply for completion certificate. The Engineer-Incharge shall formally issue completion certificate within sixty (60) days on receiving application from the contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. and instructions issued to the contractor by the company and the DGMS from time to time. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 3 months from the date of physical completion of the work, otherwise, the Engineer-Incharge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

7.10 Completion Certificate

7.10.1 Within one month of the completion of the work in all respects as defined in the contract document, the Contractor shall be required to obtain from the Engineer-Incharge such completion certificates as to the clearing of the areas on the downhill side of the site of all rubbish, dirt, rock overburden materials, structures etc.

7.10.2 If the contractor fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-Incharge may at the expenses of the

Contractor remove such rock (overburden) surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

7.10.3 For the purpose of clause 7.10, the following documents are required by the company subject to the conditions that the Engineer-Incharge for his satisfaction, may ask for any other document for this purpose.

- (i) The technical documents according to which the work was carried out.
- (ii) Three sets of calculation sheets (back up papers) thereof.
- (iii) Certificate of final levels and slopes.
- (iv) Certificate of the annual quantity of lignite raised and dispatched.
- (v) Materials appropriation statement for the material issued by the Company for the works duly supported by necessary documents.
- (vi) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
- (vii) A no claim, no dues certificate.
- (viii) Proof of depositing P.F.
- (ix) Indemnity Bond.

7.11 Final Payment and Release

7.11.1 Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company is already authorised or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.

7.11.2 All prior certificates, quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in the Final Certificate/ payment.

7.11.3 The Company shall not be liable to pay any amount to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-Incharge or any other person relating to or effecting the work.

7.11.4 Final payment including the security deposit, if any, will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

7.12 Final Certificate

Upon expiry of the period of liability and subject to the Engineer-Incharge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager (Lignite) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his obligations under the contract until Final Certificate shall have been given by the Group General Manager (Lignite). The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

SECTION VIII
SUSPENSION, SUBLETTING, TERMINATION,
FORCE-MAJEURE & DISPUTE RESOLUTION

8.1 SUB-LETTING OF WORK:

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein except without prior written consent of the company. Doing so, shall render the contract to be terminated on risk and cost of the contractor. In any case, sub-letting of mining - excavation work will not be permitted. In the event subletting of part of work is allowed by company, it shall not absolve the contractor from his contractual obligations. The company is under no obligation to grant assignment or transfer or subletting or outsourcing of entire contract or part thereof.

In the event of any subletting / outsourcing / assignment / transfer of mining excavation work coming to the notice of RSMML, the Company shall serve a notice to the contractor within seven (07) days intimating its intention of termination of the contract.

8.2 POWER OF ENTRY:

If the Contractor shall not commence the work as specified herein or achieve the scheduled progress as per the contract or if he shall at any time, in the opinion of the Engineer-in-charge:

- a) Fail to carry on the contract works in conformity with the contract terms and conditions; or
- b) Fail to carry on the works in accordance with the contract schedule; or
- c) Suspend the work or the works for a period of 07 (Seven) days or more without prior written permission of the company; or
- d) Fail to deploy or procure sufficient equipment, labour, materials and other store items; or
- e) Commit breach of contract or act in a manner which is against the commercial interest of the Company.
- f) If the Contractor shall abandons the works; or
- g) If the Contractor during the continuance of the contract shall become bankrupt, make such arrangements with his/its creditors or compromises or go into liquidation/dissolution, whether compulsory or voluntary (not being merely voluntary liquidation for the purpose of amalgamation or reconstruction, then in any of above mentioned circumstances, the company shall have the

power to enter upon the works and take possession thereof and of the materials, equipment, tools and stock etc. thereon and to complete the incomplete/ leftover works by other contractors or workmen, or to re-let the same upon any terms and to such other person/ firm/company at the risk & cost of contractor, as the Company in its absolute discretion may think it proper.

- h) As a consequence of it the company shall be authorized to use of any materials, temporary works, equipment, tools, and stock etc. as aforesaid without making payment or allowance to the Contractor for the said use materials & other such feasibilities In case of any deficiency, it shall forthwith be made good and paid to the Company by the contractor and the Company shall have power to sell in such manner and for such price as it may think fit all or any of the equipment, tools, materials etc constructed by or belonging to and to recoup and retain the said deficiency of any part thereof out of the proceeds of the sale.

8.3 POWER TO ORDER SUSPENSION OF WORK:

Group General Manager (Lignite) can, in writing and without prejudice to the provisions of contract direct the contractor to suspend the entire work or any part thereof. After such directions the contractor shall not proceed with any work or part thereof.

In such circumstances, the company may under the provision of the contract extend the time for completion of work or part thereof by such period, as it may think reasonable. The decision shall be final and binding on the contractor. The contractor shall not be entitled for any extra payment as compensation in case of such suspension of the work.

8.4 TERMINATION:

- 8.4.1 If the contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice, either to call upon the contractor to cure the defaults or to determine/terminate the contract, as per following details:

- (a) Before determining the contract, if in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice of seven (07) days in writing, call upon the Contractor to cure the default within such times as may be specified in the notice.

- (b) To determine the contract by giving a notice of thirty (30) days; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, where upon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the Company for any excess cost occasioned by such take over and completion by the Company over and above the rate of remuneration payable under the contract.
- (c) Without determining the contract and after giving a notice in writing of fifteen (15) days: to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor, the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

8.4.2 In the event of the Company proceeding in the manner herein above prescribed:

- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall stand forfeited unless specified by the company in writing, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for competing the work or any part thereof, with any or all such materials, equipment, plant, tools and tackles belonging to the Contractor as are available at the site of the work and the contractor shall not be entitled to any compensation for use of or damage to, such materials, equipment, plant: and
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

8.4.3 The Company shall also have the right to proceed in the manner prescribed in sub clause above, in the event of the contractor abandoning the execution of the contract work for a compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the contractor.

8.4.4 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

8.5 **WAIVER - CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION:**

In case any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions and such powers shall be exercisable in the event of any further case or fault by the Contractor, the contractor shall be liable to pay compensation amount and the liability of the Contractor for past and future compensation shall remain un-effected.

8.6 **FORCE MAJEURE:**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, flood, earthquake, War, acts of God or because of any law, order, proclamation or ordinance or notification of any Government or any authority including NGT, MoEF&CC on use of lignite/coal affecting lifting of lignite by consumers/end users thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, sudden inrush of huge quantity of under ground water resulting in revision of the total mining scheme, un-economical mining, geological disturbances, non-availability of mineral at mines and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall

consult each other and decide about the future course of action regarding the contract.

8.7 INDEMNITY:

- 8.7.1 The Contractor shall at all times, indemnify and keep indemnified the Company from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract. The contractor shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall be entitled to recover such cost expenses or loss etc. from the contractor, the company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 8.7.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 8.7.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.
- 8.7.4 The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work & the same shall be borne by the contractor.

8.8 Dispute & Jurisdiction

- i. The place of the contract shall be Jaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Company shall be final and binding.
- ii. No courts other than the courts located at Jaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION IX
GENERAL CONDITIONS OF THE CONTRACT

9.1.1 COMPANY NOT LIABLE TO PAY COMPENSATION:

The Contractor shall have no claim against the Company for any business loss, idle charges compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on the Contractor.

9.1.2 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor shall have no claim, whatsoever against the Company if the total work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

9.1.3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time after the commencement of the work the company for any unavoidable reason, is required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full or part, but which he did not derive in consequences of the work not having been carried out the contractor also shall have any claim or compensation by reason of any alternations having been made in the original specifications, mine plan, drawings, designs parameters and instructions which shall result into change in volume or nature of the work as originally contemplated.

9.2 PROTECTION OF WORK:

9.2.1 USE OF COMPLETED PORTIONS:

Whenever, in the opinion of the company the work or any part thereof is in a condition suitable for use and in the best interest of the company requires use, the company may take possession, thereof or use the work or such part thereof.

9.2.2 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use of the Company of the work or part thereof as contemplated in the clause

shall in no case be construed as completion of the work of any part thereof. Such use shall neither relieve the Contractor of any of his/its responsibilities under the contract, nor act as a waiver by the Company of the condition thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remainder of the work, the Company may grant such extension of time as it may consider reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages & compensation on account of such use by the Company.

9.2.3 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the Engineer-In-charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-in-Charge. The work in the areas shall be done strictly in accordance with the provisions of Mines Act 1952, Coal Mines Regulations 2017 and directives issued from time to time by the Directorate General of Mines Safety.

9.2.4 **CO-ORDINATION AND INSPECTION OF WORK:**

- (a) The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-Charge or his authorised representative. A register shall be maintained by the Contractor in which the Engineer-in-Charge after inspection shall write the instructions to be passed by the Engineer-In-Charge and these will be signed immediately by the Contractor or his/its authorised representative by way of acknowledgement.
- (b) In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors & departmental work, working in the area, if any. The Contractor shall confer with Engineer-in-Charge regarding details pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s , if any.

9.2.5 **WORK IN MONSOON:**

The excavation work will entail working in the monsoon also. No extra rate will be considered for such work in monsoon. During

monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his/its own cost.

9.2.6 **WORK ON WEEKLY DAY OF REST AND HOLIDAYS:**

The mining operations on weekly days of rest and/or holiday should normally be avoided. However, in case of requirement and subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the weekly day of rest and holidays, the Contractor will approach the Engineer-in-Charge or his representative and obtain written permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.

9.2.7 **OTHER CONDITIONS OF WORK:**

- (i) The provision of Mines Act, rules and Coal Mines regulation & Circular clarifications issued in this regard shall be complied with. Whenever the Contractor opts to work beyond daylight he shall have to provide adequate lighting arrangement at work site at his/its own cost.
- (ii) The contractor shall submit to the Company the reports/ records at regular intervals in the prescribed proforma as approved by the Engineer-in-Charge, regarding the state and progress of work, which shall be binding on the contractor.

9.3 **Other Conditions of Work**

9.3.1 **Materials obtained from Dismantling**

If the contractor in the course of execution of the work is required or called upon to dismantle any structure or part thereof, not belonging to the contractor, the materials obtained as a result of such dismantling etc. will be considered as the company's property and will have to be properly handled, stored and stacked by the contractor as per the direction of the Engineer-Incharge.

9.3.2 **Inspection Of Works**

The Engineer-Incharge or his authorized representative will have full power and authority to inspect the works at any time in progress and the Contractor shall afford or procure for the Engineer-Incharge/Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-Incharge or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible

agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/itself.

9.3.3 Assistance to the Engineer-In-Charge

The Contractor shall make available to the Engineer-In-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

9.3.4 Work through Other Agencies

Upon failure of the contractor, which includes sub-contractor/s, if permitted by company, to comply with the instructions given in accordance with the provisions of this contract, the company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials. etc. on such parts of the work, as the company may decide / designate or also engage another contractor to carry out the work at the cost and risk of the contractor. In such cases, the company shall deduct from the amount due or which otherwise might become due to the contractor, the cost of such work and materials, etc. plus eighteen per cent additional charge thereon to cover all administrative & supervision charges / expenses and the contractor shall be bound by such decision of the company.

9.3.5 **STATUTORY BUILDING:**

The Contractor shall properly maintain statutory building like first aid room, drinking water, shelters, latrines, urinals, crèche, canteen, V.T. Centre etc for its employees as per statutory acts, rules and regulations. In case of default, Company reserves the right to withhold its due payment or part of the payment and Contractor shall be bound by such decision of the Company.

9.3.6 Dust Suppression

The Contractor shall have to make his/its own independent arrangements at his/its cost for sprinkling of adequate quantity of water in the mines and roads so as to suppress/arrest the dust from getting air borne, and its concentration at such places do not exceed the limits prescribed under the CMR 2017, or as stipulated by the MoEF/other statutory bodies, and to the satisfaction of the Engineer-Incharge. He shall have to maintain adequate number of water tankers as directed by the Engineer-Incharge for the purpose.

Thus, the entire road including the portion between pit top to mining lease boundary would be sprinkled with water for dust suppression.

Contractor shall arrange for dust suppression round the clock in all the working areas by arranging sufficient numbers of 10 Kl. water sprinklers

9.3.7 Change in Constitution

The Contractor shall obtain prior approval in writing of the Company before any change is made in the constitution of the firm or induction or retirement of any of the partners/ Director. If prior approval as aforesaid is not obtained the Contractor shall be deemed to have acted in contravention of the contract and the original and new partners/Directors shall jointly & severally be responsible for the same.

9.3.8 If the Contractor Dies

Without prejudice to any of the rights or remedies under the contract, if any of the partners/Director (or the proprietor) of the Contractor dies, the death of any such persons shall not affect the rights of the Company. However, the legal heirs of the deceased person and remaining partners/Director (or of proprietor) shall continue to remain liable to the Company.

9.3.9 Contractor's Office At Site

The Contractor shall provide and maintain an office at the site and such shall be opened during working hours / at all reasonable hours to receive instructions, notices and / or other communications etc, on its behalf from the Company.

9.4 **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

9.4.1 **CONTRACTOR'S QUALIFIED STAFF:**

(A) The contractor shall have to depute atleast following qualified persons (22 Numbers) in addition to other requisite supervisory, operational and other staff to accomplish the work satisfactorily.;

- 1) One qualified Managers, having at least Second class certificate of competency (Coal) as per CMR 2017.
- 2) One Geologist, having minimum B.SC. Geology
- 3) One Surveyor, Capacity to handle Total Survey Station in field.
- 4) Six qualified Overman/Foreman, for supervision in each shift having at least Overman's certificate of competency as per CMR, 2017.
- 5) Seven qualified Mining Sirdar/Mining Mate for supervision in mines, at least having Sirdar's certificate of competency as per CMR,2017.

- 6) One Mechanical engineer, having at least B. Tech/ Diploma (Mechanical) with adequate experience for supervision and maintenance of mining machineries.
 - 7) One Electrical engineer, having at least BTech/ Diploma (Electrical) with adequate experience.
 - 8) Four Electrician having ITI Certificate out of which at least one electrician must possess Electrical Supervisor Certificate
- (B) Such engagement has to be maintained throughout the contract period. Non engagement of such qualified persons will attract a predetermined compensation and the taxes as applicable on such penalty/ compensation as under;
- 1) Non engagement of qualified person having at least second class certificate of competency as per CMR 2017. An amount of Rs. 40,000/- (Rs. Forty Thousand) per month / per person.
 - 2) Non engagement of Geologist having valid qualification. An amount or Rs. 30,000/- (Rs. Thirty Thousand) per month/ per person.
 - 3) Non engagement of Surveyor having valid qualification and work experience. An amount or Rs. 30,000/- (Rs. Thirty Thousand) per month/ per person.
 - 4) Non engagement of qualified person having atleast Overman's/Foreman certificate of competency as per CMR 2017. An amount or Rs. 30,000/-(Rs. Thirty Thousand) per month/ per person.
 - 5) Non engagement of qualified person having at least Sirdar's/Mining mate certificate of competency as per CMR 2017. An amount or Rs. 20,000/-(Rs. Twenty Thousand) per month/ per person.
 - 6) Non engagement of Mechanical/Electrical Engineer, An amount or Rs. 40,000/-(Rs. Forty Thousand) per month/ person.
 - 7) Non engagement of Electrician having valid certificate of wireman. An amount or Rs. 10,000/- (Rs. Ten Thousand) per month/ per person.
- (C) Continuous absence of any qualified persons for a period of more than 15 days in a month shall be treated as non-engagement for the purpose & pro-rata compensation will be deducted.
- (D) In case of such engaged person leaving the employment, an alternate engagement has to be ensured within 15 days of the person leaving the employment. In case of failure to do so predetermined pre-rata compensation shall be applicable as detailed above as the case may be.

- (E) Contractor shall be required to inform and submit requisite document/ valid certificate of the person deployed, to Engineer In-charge within 15 days of such employment.

- 9.4.2 The Contractor shall deploy sufficient number of manpower to carry out the work. The Contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mines, in the register as per the provisions of Mines Rules. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.

All other statutory and non-statutory personnel having requisite qualification and experience, comprising mining engineers, mine planners, geologists, environmental specialist, surveyors and other engineer will be employed by the contractor in adequate number with due approval of the Company. The other statutory manpower will be appointed/ authorized by the Manager to work in the mines under company's administrative control and will be paid salary/ wages by the contractor after due verification and certification by the Manager.

The Contractor, on or after award of the work, shall name and depute a qualified Mining Engineer having sufficient experience in carrying out work of similar nature, to whom instructions and communications for work and equipment and material to be used may be given. It shall be open to the company to enforce replacement of the personnel in the event of company find him incompetent at any time after the appointment has been made. Whenever in the opinion of the Engineer-in-Charge additional sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional financial burden as the company. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

- 9.4.3 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-Incharge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-Incharge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-Incharge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be re-employed in connection with the works without the written permission of the Engineer-Incharge. Any person/s removed from the works shall be immediately replaced at the expenses of the contractor by a qualified and competent substitute. The company stands indemnified for all consequential effects due to such removal.

- 9.4.4 The Contractor shall be responsible for the proper conduct and behavior of all the staff, foreman, workmen and others and shall exercise a

proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the company or community or of the properties or occupiers of lands and properties in the neighborhood; and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

9.4.5 All contractor's personnel entering upon the Company premises shall be properly identified by badges/identity cards of a type acceptable to the Company which must be worn/kept at all times while in or upon Company's premises.

9.4.6 The Contractor shall be required to make payment of wages to its workmen not less than the rates as prescribed under the Minimum Wages Act and its various circulars already published and are being / shall be published during the pendency of the contract. The wages rates, holidays, hours of work and other conditions of service of the workmen of the contractor should be as applicable as per prevailing statutory provisions.

9.4.7 The contractor shall fully acquaint himself/itself with the prevailing industrial Environment for working at Matasukh Lignite Mine in Nagaur district, Rajasthan, before the commencement of the work.

9.5 Notices

9.5.1 Service of Notice on Contractor

Any notice hereunder may be served on the Contractor or his/its duly authorised representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his/its authorised agent at the work site and controlling office. All notices and communications intended for the Contractor shall be deemed to have been delivered to him/it by the Company or if left at or despatched by registered A/D to the address of the Contractor aforesaid notified.

In other cases, on the day on which they were delivered to or left at such address.

9.5.2 Service of Notice and Communication to the Company and the Engineer-Incharge

Notice and communication addressed to the Company or the Engineer-Incharge, as the case may be, shall be deemed to have been duly delivered as under:-

- (a) In the case of the Company, if dispatched by registered AD to the Company's Group General Manager (Lignite) and with copy to authorised representative at the mines, and Corporate Office.
- (b) In the case of the Engineer-Incharge, if posted or delivered by hand to his address or of his authorised representative. Notices and communications addressed to the Company shall be valid only if duly signed by the Contractor or his/its duly authorised partner or his/its accredited representative acting for him/it on his/its behalf.

9.6 Rights of Various Interests

- 9.6.1 The company reserves the right to distribute the work between more than one Contractor. The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 9.6.2 Wherever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-Incharge to secure the completion of the various portions of the work in general harmony and the Contractor shall be bound by such determination by the Engineer-Incharge without any claim for any additional payment, damages etc, whatsoever.

9.7 Liens

If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company against such lien or claim. If a lien or claim be valid, the company may pay and discharge the same by deducting the amount so paid from any money which may be or may become due and payable to the contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all moneys that the latter may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof. Alternately, company reserves its rights to recover it from the security deposit.

9.8 Goods and Service Tax (GST)

- a. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However , the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).

- b. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- c. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- d. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- e. The Contractor shall be responsible for the payment of any and all prevailing contributions, taxes, duties, levies & fees to the Central or State Government or local authorities directly or indirectly applicable to the work under this contract.
- f. All duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. The contractor should account for all such duties in his/its Price Offer.
- g. Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be recovered from/reimbursed to the contractor, as the case may be. The reimbursement/ recovery to the contractor will be made against supporting documents & for only such taxes/ duties/ levies that are directly applicable to the contract and is applicable / reflected on his running bills.
- h. If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation (vide clause no 9.8 as above) and provision of notification on applicability of GST on diesel as published by the Government including input tax credit, if any.

9.9 Insurance

The contractor shall take adequate statutorily prescribed insurance covers for all men (Universal Health, WC Insurance policy for all the persons engaged in work) and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the company by an individual or by customers or by any such other

persons who suffered damage due to negligence of the contractor or his sub-contractor or his employees/Agent these same shall be settled by the contractor at his cost. Copy of the insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the management on this account

9.10 **Damage to Property**

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his/its cost to the satisfaction of the Company any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the Company or being executed or procured or being procured by the Company or of other agencies within the premises of the Company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his/its sub-contractor/s, their employees, agents, representative etc.

9.11 **Compensation and Liability**

9.11.1 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-Incharge to retain out of money due and payable to the contractor, such sum or sums of money due to and payable to the contractor, till such time the final decision of the competent authority is arrived.

9.11.2 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his/its sub-contractor or third party etc. and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

9.11.3 On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-Incharge & the mines manager the fact of such accident. The contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of fines, if any, payable by the company as consequences of Workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

9.11.4 The contractor should get his employees insured against Workmen's Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the contractor fails to

take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the contractor only, failing which, Company shall recover the amount from the contractor's bills/Security Deposit.

9.12 Labour Laws and Safety Regulations

- 9.12.1 The Contractor shall keep him/itself fully informed of all laws/ordinances and regulations, agreements / settlements with Union and awards in any manner affecting his/its contract works or persons employed on the works or the materials used in the works or in any way affecting the operations covered by the contract and of all orders and decrees of bodies or tribunals having any jurisdiction or authority on the same. In the event of any discrepancy or inconsistency in the contract or in the drawing or specifications herein referred to, and the provisions of any such law, ordinance, regulations, order or decree, the Contractor shall forthwith report the same in writing to the Engineer-Incharge for necessary rectification at his/its cost, if required.
- 9.12.2 The Contractor at all times shall observe and comply with all laws, ordinance and regulations and orders and decrees of competent courts or tribunals or statutory bodies having jurisdiction, and shall protect and indemnify and keep indemnified the Company its employees against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or their employees or vendors, etc.
- 9.12.3 The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agree at his cost defend Indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central State or Local authorities, including Directorate General of Mine Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by his contract by third parties or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.
- 9.12.4 The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.

9.12.5 The Contractor will make payments to the labourers engaged on paid holidays declared by the Company from time to time.

9.13 **Public Safety & Other Property**

The Contractor shall conduct his/its operations so as not to close or obstruct any portion of any road, water, electrical installation or any other properties until written permission therefore have been obtained from the proper public authorities. If any of the above are, required to be kept open or shall be rendered unsafe by the Contractor's operations, the Contractor shall, at his/its own expense execute such works and provide such temporary guards, lights and other signals as will be acceptable to the concerned authorities including the Engineering-In-Charge.

9.14 **Safety, Sanitary & Medical Facilities**

9.14.1 The Contractor and/or his/its sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-Incharge with the object of securing the safety and health of the employees and the local community, in case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-Incharge at the Contractor's expenses.

9.14.2 The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work and shall provide at his/its cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the Engineer-Incharge and Mines Manager and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.

9.14.3 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his/its cost.

9.14.4 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his/its cost.

9.14.5 The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, The Mines Act, 1952, the Indian Explosives Act 1984, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions

Act,1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act,1947, Standing Orders Act,1946. Electricity Act,1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.

9.14.6 The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act,1970.

9.14.7 All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor or on any account and lapse or failure of the Contractor or his/its sub-contractor/s in the discharge of his/its obligations to his/its employees.

9.14.8 The contractor shall take all necessary steps and precautions to ensure that his/its workers and employees engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act,1952 and Rules and Regulations framed thereunder and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-Incharge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering / mining practices. The Contractor shall be required to ensure vocational training to his/its workmen before they are put to work as required under Mines Vocational Training Rules,1966.

9.14.9 The Contractor may be required to construct safety embankment as per statute at its own cost to prevent in rush of outside water into mines/working area.

9.15 **Fire Prevention**

The Contractor shall take all reasonable precautions to prevent fire at lignite faces, dumps and in the vicinity of his operations, and he shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his/its employees or his/its sub-contractors or their employees or Company's operations or its employees.

9.16 **Contractor's Camp**

The Contractor may maintain and operate camps and mess for the convenience of his/its employees, but patronage of such facilities shall be optional with the employees. The Contractor shall be

responsible for maintaining his/its camp / mess in good order / clear and for providing adequate health, sanitary & fire protection facilities.

The Contractor shall have no authority to establish or to issue concessions or permits of any kind to third parties for establishing commercial, amusement or other establishments upon land within the Mine premises whether controlled or not by the Company.

9.17 Fencing And Lighting

9.17.1 When any work is performed at night or where day light is shut off or obscured, the Contractor shall provide at his/its cost artificial light sufficient to permit the work to be carried on properly and permit through inspection by the Engineer-Incharge. The lighting standards shall be as prescribed under the Coal Mines Regulation 2017.

9.17.2 The Contractor shall be responsible to construct and maintain at his/its cost proper and adequate fencing, lighting guarding and taking necessary safety measures for all works under the contract.

9.17.3 The power and light connections, wiring, equipment etc. shall be made by the Contractor throughout the pendency of the contract, till physically taking over the work by the Company. The power and light connection, wiring, equipment shall be subject to the inspection and passing by the Engineer-Incharge and the officers of electricity authorities & Central Government under the Electricity Act & Central Electricity Authority Regulations 2010 and conditions of electricity supply of the State Electricity Authorities, as applicable.

9.17.4 Any additions and alterations thereto shall be got approved by the Contractor from the Engineer-Incharge and certified from Electrical Inspector, if required under law.

9.18 Wiring For Electric Light And Power

All wiring for electric light and power shall be installed and maintained in conformity with the provisions of the Indian Electricity Act and Rules and other statutory requirement as prescribed. Electric light and power wires shall be kept separate in accordance with the Indian Electricity Rules.

9.19 Right Of Way

9.19.1 The right of way for the facilities to be constructed under the contract will be provided by the Company. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

9.19.2 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-Incharge at his discretion for the other works to the extent and in the manner and at the time permitted. No such decision, as to the method or time of conducting the work or the

use of territory shall be made the basis of any claim for delay or damage or compensation, nor shall it be objected to by the Contractor.

9.20 **Method of Work**

- 9.20.1 The plant and equipment deployed by the Contractor and his/its methods and organizations for handling the work shall be such as will ensure a regular and continuous production of lignite of required quality, which will ensure the completion of the works within the time herein specified. Further, the work should be executed strictly in conformity with the provisions of CMR 2017, Mines Act, 1952; Explosives Act, 1884 and all relevant rules, bye-laws and statutory provisions and instructions given by the company and/ or Engineer-In-Charge from time to time.
- 9.20.2 The contractor may be required to liaison with the statutory authority for obtaining necessary approvals/license.
- 9.20.3 The Contractor shall give the company full information in advance as to his/its plans and methodology for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his/it method of execution of the work, appears to the company to be unsafe or inadequate or his/its organization insufficient to ensure the required quality and rate of progress of work, the Engineer-Incharge may order the Contractor to change or increase and improve his/its plant, equipment facilities, method of work, organization etc., and the Contractor shall promptly comply with such orders, but failure/delay of the company to issue such orders shall not relieve the Contractor of his/its obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his/its works under the contract. The Contractor shall ensure safe operation and maintenance of his plant and equipment.
- 9.20.4 The equipments which are brought to the site shall not be removed from the project without permission in writing of the Engineer-in Charge.
- 9.20.5 The company shall not be made liable for any damage and/ or compensation for idling of any of the equipment / and manpower for any reason whatsoever.
- 9.20.6 On the work being awarded, the Contractor shall before the start of work submit for the first six months of his/its working a detailed programme of work for approval of Engineer-in Charge. Thereafter, the Contractor shall submit quarterly plans at least two weeks in advance for approval of Engineer-In-Charge.
- 9.20.7 The Contractor shall submit a daily report of work on the following day in a Performa provided by the Engineer-In-Charge.
- 9.20.8 **Accident etc. and responsibilities of Contractor.**

- a) The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the Contractor's vehicles/ equipment or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertained by the company on this account. The Contractor shall keep the company indemnified from all such consequence.
- b) In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mines Manager, Engineer-in Charge and the Group General Manager or his authorised officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instructions of the Engineer-in Charge / Mines Manager.
- c) The Contractor shall pay all claims, damages, and compensation with cost arising out of or resulting there from to the third party (s) and in case the company would be required to face any proceedings or to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the Contractor, who will reimburse the cost/expenses to the Company.

9.20.9 Whenever the workings are carried out beyond day light hours, the Contractor shall make adequate arrangements of lighting at all working points. Normally the lignite loading operations shall be restricted to the day light hours, however, under exceptional circumstances depending upon the requirement, the Engineer-In-Charge may permit night loading of lignite. Mines illumination shall be as per the standards provided in the Central Electricity Authority Regulations 2010 and CMR and DGMS circulars issued in this regard. Trucks made available on any particular day for loading of lignite shall not be retained by the Contractor.

9.21 Drawings to be supplied by the company.

9.21.1 Drawings attached with tender shall be only for the general guidance of the Contractor to enable him/it to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved.

9.21.2 Any discrepancy between the specifications and the drawings or any error, omission or ambiguity in the specifications or the drawings shall not invalidate the contract. The Contractor shall immediately on noticing any such discrepancy, error, omission or ambiguity bring the same to the notice of the Engineer-in Charge. Any work done by the Contractor even after discovery by him/it of such discrepancy, error, omission or ambiguity will be at the Contractor's risk and cost.

9.21.3 Any work for which no specification or drawing has been prescribed or issued by the company are to be carried out by the Contractor in

all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

- 9.21.4 The drawing/s for the work as listed herein, is based upon the interpretation of borehole information as per exploration carried out so far by various agencies. The Contractor shall not be relieved from any liability under the contract or any loss sustained by the Contractor as a result of any variance between conditions as shown on the drawings and the actual or otherwise.

9.22 **Setting out works**

- 9.22.1 The company will provide/furnish to the Contractor information regarding survey stations and level bench mark and the Contractor shall set out the works at his/its cost and shall provide competent staff as may be necessary and required and shall be solely responsible for the accuracy of such survey and setting out.

- 9.22.2 The Contractor shall be responsible for providing; fixing and maintaining at his/its cost all level marks profile and other similar things and shall take all necessary precautions to prevent their removal or disturbance. The Contractor shall also be responsible for the maintenance at his/its cost of all survey marks, boundary marks, distance marks and center line marks, either existing or supplied by the company. The work shall be set out to the satisfaction of the Engineer-In-Charge.

- 9.22.3 The center, longitudinal face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable the survey instrument to be set over it. No work shall be started by the Contractor until all these points are checked and approved by the Engineer-in Charge. The Contractor shall also provide to the company - all labour, material and other facilities, as necessary free of cost for the proper checking of lay out and inspection of the points during the progress of work.

- 9.22.4 Pillars bearing geodesic marks located at the sites of works should be protected.

- 9.22.5 On completion of the works, the Contractor must submit the field engineering details and survey documents and the geodesic documents according to which the work was carried out.

9.23 **Responsibilities for level & alignment**

- 9.23.1 Before commencement of excavation, spot levels shall be taken at 10 meters grid interval jointly and contours plotted at 0.5 meter interval in the area proposed for excavation. These levels shall be used for drawing original ground profile while calculating volume of overburden and lignite removal.

- 9.23.2 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment.

9.23.3 It may be necessary at time to discontinue portions of the Contractor's work in order that the Engineer-in Charge/ Surveyor may make measurements or surveys without interruptions or other interferences that might impair the accuracy of the results. At times, on instructions of the Engineer-In-Charge the Contractor shall discontinue his/its work to such extent as may be necessary for this purpose. The Contractor shall not be entitled for any extra payment on account of same.

9.24 Changes in works

The quantities set out by the company in the excavation schedule or quantities annexed to contract document are only estimated quantities of work and the company shall not be bound for any short fall.

9.25 Allotment of Area for Work

The Contractor shall be required to work in such area as may be allotted by the Engineer-in Charge from time to time within the mine lease areas. The entire area as per tender drawing may be allotted for work in phases and not necessarily at a time before commencement of work. The Engineer-in Charge may for reasons to be recorded in writing temporarily discontinue the work in any part of the area assigned to the Contractor and ask the Contractor to work in the alternative area within the pit.

No claim for reduced allotment of area or stoppage or change if area of work as above shall be entertained by the company.

9.26 Work Personnel

(a) Contractor shall deploy sufficient number of manpower to carry out the work which includes statutory supervisors such as mining sardar, overman & other competent person as per statute. The Contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mines, in the register as per the provisions of Mines Rules. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.

(b) The Contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by these personnel. In the event the company is required to pay any sum on this account then the same shall be recoverable from the running bills and /or security deposit of the Contractor.

- (c) The Contractor shall comply with all the statutory provisions as per Central and /or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/ deductions from wages, unpaid wages, unauthorized deductions made, maintenance of wage register/ wage slips, publication of the notice of date of payment of wages, weekly days of rest etc. and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of the authorized representative of the Company.
- (d) In the event of default of the Contractor in making such payment/s or contribution for any other reasons the Company shall make such payment/ contribution on behalf of the Contractor by way of deducting the relevant amounts from the running bills of the Contractor and the Company shall be entitled to set off all costs and amounts due to the Contractor for the payment/ contributions made by it on account of Contractor's default. Till such time the first running account bill is raised and in case any complaint is received for non payment of wages, the Engineer-Incharge after verification may recommend for deduction of such amount of wages from the security deposit under intimation to the Contractor. The Contractor shall forthwith make good the shortfall in the security deposit.
- (e) The Contractor shall be responsible for the payment of all retrenchment and other compensation, if any, due and payable to the workmen employed by them. The Contractor shall provide at his own cost all medical aid and other facilities like accommodation, drinking water, rest shelter etc. to their staff as per Mines Rules.

9.27 Liability To Pay Compensation

In the event of the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken on payment of reasonable compensation as certified by the Engineer-In-Charge whose certificate thereof shall be final, otherwise the Engineer-In-Charge may give notice person, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the Contractor's expenses or sell them by auction and/or private sale on account of the Contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final conclusive and binding on the Contractor.

9.28 **Site Facilities**

- a) In case the Contractor needs to construct or create site facilities, the company shall provide appropriate land within the mine lease area.
- b) The Contractor shall make its own arrangement for Installation and maintenance of power line within the mine premises and to its site facilities, lighting in and around the pit and on the dumps where the mining operations are being carried out. Company shall provide a tapping point within the mine lease area from where the Contractor can draw the power. Electricity charges for the power consumed by the Contractor shall be deposited by him regularly.
- c) The Contractor shall make its own arrangements for water required for the execution of the work and shall also arrange for the supply of drinking water to its own employees. He shall defray all charges in this connection and should include in his rates a sufficient amount to cover such charges. All such facilities, as are required to be provided for the labour, under the Mines Act 1952 and other legislation in force, shall also be provided by the Contractor, at its own cost.

UNDERTAKING

I/We have carefully gone through & fully understood all above terms and conditions described in various chapters/ sections of this tender spelt out in various paras, clauses, sub-clauses annexures etc. and these are acceptable to me/us.

For and on behalf of the tenderer

(Authorized Signatory) Seal & Dated

SECTION X

FORMS & ANNEXURES OF THE TENDER

SNo	Form No	Description.
1.	Form A	Letter for submission of tender
2	Form B	General information about the tenderer
3	Form C	Bank Details of Tenderer for RTGS/NEFT/Online payment
4	Form D	Exceptions & Deviations
5	Form E	Proposed Site Organization
6	Form F	Proforma for Price Offer
7	Form G	Declaration for Inspection of Site
8	Form H	Affidavit for Litigation/ Suspension etc

FORM "A"
LETTER OF SUBMISSION OF TENDER
(On the letter head of tenderer)

To:
Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, Udaipur-313001

Sub: Tender for Hiring of Heavy Earth Moving Equipments (as described in the scope of work) for Removal of Overburden, Depressurisation and Raising of Saleable Lignite at Matasukh Lignite Mines, District Nagaur (Rajasthan) ”

Ref: E-Tender No. RSMML/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Bid security as per NIT in the form of DD/BG in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D. /Pay Order /Bankers cheque/e-payment/BG No & Date	Name and Address of Bank	Amount
--	--------------------------	--------

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the ___day of, ___ 20....

Signature of tenderer(s)
With the seal of the firm.

(on the letter head of the tenderer)
GENERAL INFORMATION ABOUT THE TENDERER

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

1	Name & full address of the tenderer with telephone/Cell Phone/fax numbers etc.	
2	Name and address of the Authorised contact person along with Cell Phone/ telephone no.	
3	<p>Whether Proprietor / Partnership /Company</p> <p>A. In case of Individual (Proprietor)</p> <p>i) Name and nature of business</p> <p>ii) Date of commencement of business</p> <p>iii) Copies of last four year's Balance Sheet</p> <p>B. In case of Partnership</p> <p>i) Name of Partners</p> <p>ii) Whether the partnership is registered</p> <p>iii) Date of establishment of firm</p> <p>iv) Copies of last four year's Balance Sheet of the firm.</p> <p>v) Copy of partnership deed.</p> <p>C. In case of Company</p> <p>i) Amount of paid up capital</p> <p>ii) Name of Directors</p> <p>iii) Date of registration of company</p> <p>iv) Copies of last four year's Balance Sheet of the company.</p> <p>v) Copy of memorandum and Article of Association.</p> <p>D) Details in case of JV</p>	
4	Date of Incorporation (enclose certificate of incorporation)	
5	If the tenderer is in any other business, please specify.	
6	Any other relevant information	
7	In case the tenderer is related with any director or officer of the company, give declaration	
8	GST Registration No.	
9	Provident Fund registration No.	
10	PAN No.	
11	MSMED (Micro, small and medium enterprises development) Act Reg. details.	
12	Undertaking as attached with the tender document	

Date:
office seal
Place :

Signature of Tenderer with

(Indicate capacity of the Tenderer)

Proprietor/Partner/Manager/Director

FORM "C"**Bank Details of Tenderer for RTGS/NEFT/Online payment**

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

Name & Signature of Tenderer
with seal

(On the letter head of the tenderer)

TO:

Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, Udaipur-313001

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

EXCEPTIONS & DEVIATIONS

Following are the exception and deviations to the tender conditions:

S.No.	Page no. of Tender document	Clause No. of Tender document	Subject	Deviation

It is certified that no exceptions & deviations other than the above mentioned have been stipulated / mentioned anywhere else in the tender document.

Name & Signature of Tenderer
with seal

(On the letter head of the tenderer)

TO:

Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, Udaipur-313001

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

PROPOSED SITE ORGANIZATION

The tenderer is to indicate herewith proposed site organization it proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-in-Charge.

Name & Signature of Tenderer
with seal

PRICE BID
(To be submitted online in BOQ)

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

Name of Tenderer:.....

Price Bid For "Tender for Hiring of Heavy Earth Moving Equipments for
Removal of Overburden, Depressurisation and Raising of Saleable
Lignite at Matasukh Lignite Mines, District Nagaur

SN	Particulars	Estimated Qty	Rate	
			(In fig.)	In words
1	Providing Heavy Earth Moving Machines like Hydraulic Excavators, Dumpers and other ancillary equipments like Dozers, Front End Loaders, Drills, Water Sprinklers; etc, commensurate with work alongwith operators and other staff; Operation of these equipments thereof for excavation and removal of top soil and overburden with all leads and lifts involved so as to successively expose the lignite seams and then mining /excavating the lignite using suitable size excavator & loading of lignite into trucks/dumpers and; simultaneously undertaking depressurization work at the Matasukh pit, commensurate with the requirement; re-spread the top soil and plantation work etc, as per the work described in detailed specifications/ methods laid in the tender document. (Rates to be quoted in PMT)	24.87 Lac MT of lignite	The rate should quoted online in the BOQ and should NOT be indicated here	The rate should quoted online in the BOQ and should NOT be indicated here
2	Construction, operation and maintenance of around 160 Tubewells during the complete contract duration as per the work described in detailed specifications/ methods laid in the tender document.by providing & operating sufficient number of Depressurisation Equipment like Tubewell Drilling Machine, Compressors, Pump Lowering Machine, DG Sets, 100 HP Submersible Pumps, Electric Panels, Power Factor Equipments/Capacitors, 6" Pipes, 14" Casings, Electrical cables, 6" HDPE Pipes etc, alongwith operators and other staff. (Rates to be quoted per tubewell)	160 Number of Tubewells	As Above	As Above
3	Construction & maintenance of around 30 number of Piezometers of 6" Dia of around 70 meters depth with casing as per the work described in detailed specifications/ methods laid in the tender document. (Rates to be quoted per piezometer)	30 Numbers of Piezo- meters	As Above	As Above
4	Total Value of Offer (In Rs)			

Notes:

- a) Tenderer must enter the UNIT RATE only in the BOQ which is to be filled online. The rates should not be indicated here.
- b) The quoted rates should be including all duties and levies and shall be firm & fixed for entire contractual period. The rate quoted should be inclusive of Diesel cost also.
- c) The rate quoted should be exclusive of Goods and Service Tax. For GST refer clause 9.8 of tender document.
- d) For evaluation of price bid/offer please refer clause 2.20 & 2.21
- e) The tenderer must note that for item number 2 & 3, the quantities of each number of equipment viz, drilling machines, pumps, casings, pipes, DG sets, Cables, Panels, HDPE pipes etc should not be considered as 160. These items are to be provided in adequate numbers, commensurate to the Depressurisation work of construction, operation & maintenance of around 160 Tubewells/ 30 Piezometers during the contract period. On completion of work, these items shall be taken back by the Contractor.
- f) The tenderer should quote unit rate in terms of per tubewell and per piezometer in the price bid online.
- g) Cost of electricity/power for operation of Tubewell should not be included in rate quoted for item number 2.
- h) Bidders should be note that the quantities indicated above are estimated only, for the purpose of comparative evaluation of offers. However, they shall be required to execute actual quantities as per requirement of the Company and shall be paid only for the actual work done on the rates awarded.

Name & Signature of
Tenderer with seal

DECLARATION FOR SITE INSPECTION
(To be declared on its letter pad, under his signatures and seal)

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

We do hereby confirm and declare that we have independently inspected Matasukh lignite mine area including Kasnau Pit and surface water bunds etc. as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities, availability of surface & subsurface water & its pumping requirements, existing industrial environment etc. which are directly or indirectly related to scope of work.

We have ascertained the location and situation of Matasukh Lignite mine area, the specified areas where the contractor would be required to undertake the excavation work, create top soil dumps, the location of dumping site earmarked for waste disposal for the specified areas, location of weigh bridge, lignite stock yard, where the contractor will be required to create and maintain haul roads for trucks/dumper movement, the specified areas where the tenderer would be required to undertake the depressurisation activities, the location of saline water bunds site and electrical installations etc., which the tenderer will be required to maintain.

We have assessed and satisfied ourselves as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement etc.

The tenderer do hereby agrees and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.

Signature of Tenderer with office seal
(Indicate capacity of the Tenderer)

Proprietor/Partner/Manager/Director

Place :
Date :

FORM- "H"

AFFADAVIT
(on non judicial stamp paper)

Ref: E-Tender No. RSMM/GGM (Cont)/Cont-04 / 2019-20 Dated 16.05.2019

Name of Tenderer

IS/o Shri aged.....
Years, resident of on
behalf of the tenderer i.e. M/s
..... hereby undertake oath and state as under:

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML or any government organisation/department.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us
- (5) That we are registered under MSMED Act & registration number of the firm is
(Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms & conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.
- (8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us."

Signature of Tenderer(s)
(Authorized signatory)
With Seal

Place:
Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4-Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and bid security on or before the last date of tender submission.

SECTION XI

LIST OF ANNEXURES

SNo	Annexure No	Description
1	Annexure I	Envisaged Equipments Required to be deployed.
2	Annexure II	Summarized Lithologs of Boreholes.
3	Annexure III	Drawings enclosed with this Bid Document 1. Surface plan of Matasukh mine, Nagaur 2. Yearwise proposed working Plan of 5 years 3. Bore Hole Sections (East-West & North-South)
4	Annexure IV	Safety Features of Equipments likely to be Deployed
5	Annexure V	Documents included in compliance of The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement Rules, 2013
6	Annexure VI	Proforma of guarantee bond for Bid security deposit
7	Annexure VII	Proforma of guarantee bond for security deposit

ANNEXURE - I

Envisaged Equipment to be deployed at Matasukh Mines

	Type of Equipment	Min. Capacity/ Size of Equipment	No. of Equipments
A	Waste Removal		
	Hydraulic Excavator	3.5 cum	6
	Dumpers	35 tonne	25
	Dumpers	25 tonne	15
B	Lignite Mining		
	Hydraulic Backhoe Excavator	Upto 2.0 cum	1
	Hydraulic Backhoe Excavator	1.0 cum	2
	Front end loader		2
C	Ancillary Equipment		
	Crawler dozer (Equipped with ROPS & FOPS)	min. 180 HP	2
	Crawler dozer (Equipped with ROPS & FOPS)	min. 160 HP	2
	Road grader	min. 160 HP	2
D	Support Equipment		
	Truck mounted Water Sprinkler	min. 16 KL	2
E	Depressurization Equipment		
	Truck mounted drill machine	Rotary type drill for depth upto 100 metre & 24" dia	2
	Truck mounted Compressor for development of borewells	Pressure of 20 Kg/SqCm and 1100 CFM capacity	1
	Pump lowering machine	Pick-up mounted pump lowering machine for 6" dia pump assembly	1
	DG sets for power generation	Total 2000 KVA	
	Crane/Hydra-14 T		1

Note

- In case, the contractor deploys bigger size equipment than specified in the above table, the same will be converted to equivalent capacity.
- The above-indicated equipment's are the minimum requirement of equipment and does not comprehensively cover the requirement of ancillary and support equipment.
- Equipment older than five years from the date of issue of DLOA years shall not be considered and not allowed for deployment at site..

ANNEXURE - II

**Summarized Lithologs of Boreholes (15 Nos)
(Provided Separately as PDF File)**

ANNEXURE – III

Drawings enclosed with this Bid Document

- 1. Key Surface Plan of Matasukh Mine, Nagaur**
- 2. Yearwise Proposed Working Plan of Matasukh pit for 5 Years**
- 3. Bore Hole Sections (East-West & North-South)**

ANNEXURE-IV

Safety Features of Equipments likely to be Deployed

Safety features in Tippers/Trucks as per DGMS technical circular 05, dated 13.10.2010 are as under:-

- 1- Cabin Guard Extension.
- 2- Exhaust /Retard Brake.
- 3- Propeller shaft guard.
- 4- Tail gate protection.
- 5- Limiting speed device.
- 6- Audio-visual alarm while reversing.
- 7- Provision of two brakes.
- 8- Body lifting position locking arrangement.
- 9- Fire suppression system.
- 10- Blind spot mirror.
- 11- Fire resistant hoses at hot zone.
- 12- Electric wires and sleeves are to be fire resistant quality.
- 13- Turbo Charge Guard and exhaust tube coated with heat insulated paint.
- 14- Battery Cut off Switch.
- 15- Retro reflective reflectors on all sides.
- 16- Seat belt reminder.
- 17- Proximity warning device.
- 18- Rear vision system.
- 19- Auto dipping system.
- 20- Load indicator & recorder.

DGMS (Tech)/Circular No. 09, dated 02.12.2008 of Safety features in Excavator & Dozer

Excavators :-

The following safety features shall be provided:-

- 1- All function cut off switch.
- 2- Swing Motor brake.
- 3- Fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All the sleeves and conducts where cable/wire are passed shall be fire resistant.
- 4- Turbo charge Guard.

- 5- Seat Belt.
- 6- Vent value on top of hydraulic tank should be able to be removed without any tool.
- 7- A baffle plate between cold zone and hot zone.
- 8- Provision for limiting of hydraulic cylinders –Stoppers.

Dozers :-

- 1- Roll over protection.
- 2- Turbo charge guard.
- 3- Fire resistant hydraulic hoses and wiring near hot zone.
- 4- Seat belt.

In addition to above safety features all the HEMM i.e. excavators, dumpers, dozer etc., fitted with Automatic **Fire Detection and Suppression System (AFDSS)** to control/minimize the risk of fire & comply the safety features mentioned in Notification no. **G.S.R. 987(E), dated 1st October-2018 under Regulation 216(2) of Coal Mines Regulation, 2017.**

Apart from above, the lighting standards in mines under clause (b) of sub-regulation (2) of Regulation 178 of the Coal Mines Regulations 2017 should be as per **Notification no. G.S.R 981(E), dated 1st October-2018**

Also that *“Any changes in law, any new circulars issued by DGMS during the currency of the contract shall be ipso facto applicable to the contract “.*

Annexure - V
The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013
Annexure-A : Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013
Annexure-B : Declaration by the Bidder regarding Qualifications**

Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of
in response to their Notice Inviting Bids No. Dated I/We hereby
declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Place

Name:

Designation:

Address:

The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013
Annexure-C : Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procumbent;

- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

Form No.1
(see rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. of
Before the(first/second Appellate Authority)

1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal :
.....
.....(Supported by an affidavit)
7. Prayer:
.....
.....

Place
Date
Appellant's Signature

**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

Annexure-D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

ANNEXURE - VI

PROFORMA OF GUARANTEE BOND FOR Bid Security

(To be issued by any all public sector banks (except SBI Bank), ICICI Bank, HDFC Bank & Axis Bank, having its Branch at Udaipur on non-judicial stamp paper of value 0.1% of BG Value or Rs. 200/- whichever is higher)

B.G. No. _____

Dated _____

This Deed of Guarantee made between _____ (Name of public sector banks, ICICI Bank, HDFC Bank & Axis Bank), having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to accept BG for bid security from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of tender no RSMM/CO/ GGM(Cont)/Cont-..... for _____ (Name of Work) at _____ Name of Mine, Location, District, Rajasthan (hereinafter called 'the said Tender) of Bid security Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. ____ Lac (Rs. _____ Lac only).

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Tenderer to stand as surety for payment of Rs. _____ Lac Bid Security deposit to the company subject to the following conditions.

- (i) We, _____ (Bank) do hereby undertake to pay to the company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Tenderer of any of the terms and /or conditions contained in the Agreement (the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers failure to keep the said tender open. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. One hundred thirty lacs

- (iii) We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before, the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GM(Cont.) shall be deemed to be sufficient demand under this guarantee.
- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs. _____ Lac is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Bid security /guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney date _____ granted to him by the Bank.
- (x) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have exclusively jurisdiction only.

IN WITNESSETH I, hereby _____, son of _____ (designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which being issued on non-judicial stamp of Rs.200.00 or _____ as per Stamp Act Prevailing in the state of Rajasthan, executed on this date ____ of _____, 20...

ANNEXURE-VII
PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by any all public sector banks (except SBI Bank), ICICI Bank, HDFC Bank & Axis Bank, having its Branch at Udaipur on non-judicial stamp paper of value 0.1% of BG Value or Rs. 200/- whichever is higher)

B.G ----- Dated -----

This Deed of Guarantee made between ----- Name of Public sector bank, ICICI Bank, HDFC Bank & Axis Bank, having its registered office at and its head office at ----- and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. ___ ___ ___ a company/partnership firm _____(address of registered Office /HO) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no _____ dated _____ issued in favour of the Contractor and agreement dated entered into between RSMML and M/s. _____(Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs _____ (Rs. ___ ___ ___) being equivalent to _____% of Contract value of Rs. _____

Now this deed witnessed that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1. We, ___ ___ ___ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried

out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further **extended** by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Lignite or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to **extend** time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or **extension** being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Jaipur courts in the state of Rajasthan alone shall have exclusively jurisdiction only.

IN WITNESSETH I, HEREBY _____SON OF _____ (designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at _____ this the day _____ of _____