



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

**e-TENDER DOCUMENT FOR**

**Excavation & Removal of 45.00 Lac Bank Cubic Meter Rock  
From Western Pit (A Ext., A & B Blocks)**

**at**

**Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)**

**e- Tender No. RSMML/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

*Issued by*

*General Manager (Contracts),*

*Corporate Office, RSMML, Udaipur – 313001*

**Cost of Non Transferable Tender Document (including VAT) : Rs 4580/-**

**Date of downloading of Tender : From 12.08.2016 to 13.09.2016 up to 1:00 PM**

**Last Date of Online Submission of Tender: 13.09.2016 up to 3:00PM**

**Date of Opening of Techno-commercial Part (Part I): 14.09.2016 at 3:30 PM**

**Registered Office:**

C-89 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 - Rock Phosphate,**

Jhamarkotra Rock Phosphate Mines,  
Post: Jhamarkotra - 313015, UDAIPUR

Phone: 0294-2342441-45FAX: 0294-  
2342444



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,  
Phone : 0294-2803519,2428763-67, fax 0294-2428768,2428739  
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Ref. no :- RSMM/CO/GGM(Cont)/Cont-09 /2016-17

Dated. 08.08.2016

## DETAILED e- NOTICE INVITING TENDER

Online tenders are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individuals /Firms/Companies

Brief Description of work	Period of contract	Estimated Quantity	Bid security/ Earnest Money
Drilling, excavation and transportation of overburden/waste rock to the indicated dump yards and mining of ore (rock phosphate ore of various grades) and its transportation to the crushing plant/s or ore stacks as per the direction of Engineer in charge from western Pit (A Ext.,A &B Blocks) of Jhamarkotra Rock Phosphate Mines.	36 Months	45.00 lac BCM	Rs.91.80 Lac (By BG/DD)
Cost of tender document Rs. 4580/-is inclusive of VAT, payable by DD in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of sale of documents	From 12.08.2016 to 13.09.2016. up to 1.00 PM.		
Last Date & Time of Submission of offer	Dated 13.09.2016. up to 3:00 PM at CO, Udaipur		
Date of opening of Techno Commercial offer	Dated 14.09.2016. at 3:30 PM at CO, Udaipur		

### **Tenderer shall be pre qualified on the basis of criteria mentioned below-**

- The Tenderer should have minimum turnover of Rs.7.65 Crore in any of the immediate preceding four financial years i.e. 2012-13, 2013-14,2014-15 & 2015-16 in tenderer's name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors "," information about DSC", FAQs & the bidder 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](http://www.rsmm.com) / [eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) & on [sppp.raj.nic.in](http://sppp.raj.nic.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 tender document, e-Tendering processing fee, EMD etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in this tender subject to the condition that JV/Consortium members would be responsible jointly

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and/or severally for the execution of the contract and other responsibilities & liabilities arising under this contract.

Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process.

In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

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.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RPPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

The tenderer shall be required to deploy the requisite make & model of the equipment to perform the entire scope of work & compliance of the terms & conditions of tender document thereof & to achieve the production target, as given by the company from time to time.

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 opening.

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

#### **General Manager (Contracts)**

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

**SECTION- II**  
**DEFINITIONS & INTERPRETATIONS**

2.1 **DEFINITIONS:**

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

- 2.1.1. "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.2. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.3. "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.4. "**Appointing Authority**," wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.5. "Area/Areas" shall mean the area/areas under contractual obligations viz Western Pit (A Ext.,A &B Blocks), unless otherwise specified.
- 2.1.6. Area "Western Pit (A Ext.,A &B Blocks)" means area between survey sections 1700 E to 3050E, 4950N to 7500N and 590 to 420 MRL and as delineated in the plan up to the pit limit conforming to the specified configuration of benches.
- 2.1.7. "**Bank Cubic Meter/s**" or "**BCM**" shall mean the volume of rock in site (in-situ) without being disturbed.
- 2.1.8. "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.9. "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.10. "**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, project in-charge or successors and executors.
- 2.1.11. "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance /telegram awarding the work,
- 2.1.12. "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.13. "**Contract Rate**" or "**Schedule Rate**" or "**Tendered Rates**" or "**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 contractual obligations based on the excavation of overburden or waste rock or ore from the specified area/s and its disposal as per terms of the contract on per Bank Cubic Meter (BCM) basis.
- 2.1.14. "**Commencement of work**" shall be reckoned from the date of issue of detailed letter of Acceptance including the stipulated mobilization period.
- 2.1.15. "**Drawings**"/ "**Plan**" shall mean all map/s, plan/s, section/s, sketch/s, lay-out/s, and tracing/s, or print/s, thereof with additions, alterations, corrections and modifications if any, and as are incorporated or required from time to time in the contract for proper execution of work as may be given / approved in writing by the Engineer-in-Charge to the contractor from time to time in order to define broadly the scope and specifications of the work and reproduction/s thereof, for the execution of the contract.
- 2.1.16. "**Engineer-in-Charge**", (EIC) shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time

to time by the Company and shall also include the Head of SBU & PC - Rock Phosphate.

- 2.1.17. "**Engineer's Representative**" shall mean any resident Engineer or assistant to the Engineer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.1.18. "**Final Certificate**" in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC - Rock Phosphate.
- 2.1.19. "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.20. "**Head of SBU & PC - Rock Phosphate**" shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.1.21. "**Group General Manager (Contract)**" shall mean the Group General Manager (Contract) of Rajasthan State Mines and Minerals Limited or his successors in office so designated by the Company.
- 2.1.22. "**Dy. General Manager**" shall mean the Dy. General Manager of Rajasthan State Mines and Minerals Limited so designated for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the Company.
- 2.1.23. "**Mines Manager**" shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.24. "**Mobilization period**" shall mean the time allowed to contractor to mobilize the equipments & Man power to commence the work.
- 2.1.25. "**Letter of Acceptance**" shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 2.1.26. "**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.
- 2.1.27. "**Ore**" or "**Rock Phosphate Ore**" or "**Phosphorite**" shall mean all types of meta-sedimentary rock phosphate with variable  $P_2O_5$  content having "Apatite" as main constituent mineral along with other associated impurities and occur as a well-defined bed with sharp & clear demarcating contact from the overburden/waste/secondary ore.
- 2.1.28. "**Period of liability**" in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of unconditional 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 unless otherwise as mentioned.
- 2.1.29. "**Rock**" shall mean all types of overburden, waste, secondary ore and Rock Phosphate ore of all the types, grades and categories encountered at Jhamarkotra Mines.
- 2.1.30. "**Secondary Ore**" or "**Secondary Rock Phosphate**" or "**Secondary Phosphate**" or "**SO**" shall mean all types of meta-sedimentary, remobilized thin apatite crust with variable  $P_2O_5$  & other associated impurities and occur in scattered manner as stringers, intercrossing network of this veins along the cracks, fractures, pockets & cavities in the overburden/waste rock.
- 2.1.31. "**Sub-Contractor**" shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 2.1.32. "**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.
- 2.1.33. "**Specifications**" shall mean directions, various technical specifications, provisions

and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s to the scheduled quantities and quantities of the work/s and the materials to be furnished, used /required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/so It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.

- 2.1.34. **"Schedule of quantities and Rates"** shall mean the rock excavation schedule incorporated in the contract in which quantities of all work are entered for execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.35. **"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.
- 2.1.36. **"Tender"** shall mean the offer/bid submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.37. **"Tonne"** shall mean metric tonne (1000 Kilograms).
- 2.1.38. **"Waste Rock" or "Overburden" or "OB" or "O/B"** shall mean all types of sedimentary, meta-sedimentary, remobilized Dolomite, Dolomitic Limestone, Siliceous & Ferruginous Dolomites/Limestones, altered/weathered Siliceous & Ferruginous variants of calcium-magnesium rock and other intercalated and associated rock types including patches of Secondary Rock Phosphate. Except secondary rock phosphate patches, waste rock or overburden is normally devoid of any phosphate content (P<sub>2</sub>O<sub>5</sub> content).
- 2.1.39. **"Work/s"** shall mean and include excavation, removal, transportation, disposal, dumping, dozing, leveling and spreading etc. of overburden at the specified/earmarked dump yard/s, Secondary ore stack/s, including final dressing of mine benches, faces and sides, slopes etc and mining of Rock Phosphate ore encountered during the excavation and removal of overburden/waste rock, it's transportation to the crushing plant/s, ore stack/s from the areas as specified in the scope of work herein after including re-handling of some dumped waste rock there from of Jhamarkotra mines and also including drilling, mucking, loading, unloading and stacking, dozing, leveling etc., with all leads and lifts involved in connection there with and including all preparatory work, dressing, finishing, construction and maintenance of approach/haul roads and other allied/related incidental and ancillary operational work/s etc., including extra, additional, altered and substituted work/s pertaining thereto and/or relating to the excavation and removal of overburden/waste rock/secondary ore and mining of Rock Phosphate ore etc. as specified in the contract document on turnkey basis to be executed in accordance with the terms of the contract all inclusive.

## 2.2 **INTERPRETATIONS:**

- 2.2.1 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 and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. 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 Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 The works upon the drawing but not mentioned in the specifications or described in the specification 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 specifications.
- 2.2.4 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 of the provisions of the contract.

- 2.2.5 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.6 General conditions of 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.
- 2.2.7 Notwithstanding the sub-divisions 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.
- 2.2.8 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of 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.
- 2.2.9 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.10 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.
- 2.2.11 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.12 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.13 The meanings of word enclose/submission of any documents shall generally mean to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

## **SECTION-III**

### **INSTRUCTIONS TO THE TENDERER**

#### **3.1 TENDERER TO OBTAIN THE INFORMATION HIS OWN:**

- (i) Tender is to submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- (ii) The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors". Information about DSC, "FAQs & the bidder manual kid" is to know the process for submitting the electronic bids at web site. The complete bid document has been published on the web site <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 tender document e-Tendering processing fee.
- (iii) All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading & also signed digitally by the designated authorized representative of the bidder.
- (iv) A scanned copy of EMD, e-Tendering processing fee & cost of tender document must be enclosed along with the technical bid proposal failing which the bid will be summarily rejected.
- (v) The demand draft towards the cost of tender document fees, earnest money deposit & processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to General Manager (Contracts), RSMML, Corporate office, Udaipur. This envelope should be marked with NIT number & work, name & address of the contractor; telephone no. etc. is to be written on the top for clarity. This envelope should be submitted in the office the General Manager (Contracts), RSMML, Corporate office, Udaipur on or before the date & time as mentioned in the notice inviting tender. The company shall not be responsible for any postal delay. In case of non receipt of the same prior to the time of scheduled submission of the tender, the offer of the tenderers shall be rejected.
- (vi) The tenderer while quoting his rate shall, for all purpose whatsoever be, deemed to have himself independently obtained all the relevant & 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 tenderers are required to satisfy him in all respect before the submission of offer.
- (vii) The tenderers shall be deemed to, have thoroughly examined the tender document, have obtained his own information in all matter whatsoever that might affect the carrying out of the works at the scheduled rates & 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 tenderers are deemed to know the scope, nature & magnitude of the works & requirement of the materials, lubricant & oil & its storage equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/ workmen doing similar & same type of work etc & as to what all works he has to complete in



accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation & communication facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

- (viii) All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

### 3.2 **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 & submit the bid electronically through the e-tender portal.
- (iii) The bidders are requested to download the e-tender help manual & 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 provision of Government of India IT Act.
- (v) The technical bid form & price bid form will be available in prescribed format for down loading. The registered bidders can log into the e-Tender system & download the bid forms.
- (vi) The bid form/s should be filled & submit using the Digital Signature Certificate. The supporting documents as required in support of tender should be scanned & uploaded in the e-Tender system.
- (vii) The bid form should be not change or altered or tampered by the bidder. If the bid form found tampered, the bids will be summarily rejected.

### 3.3 **TENDER DOCUMENT FEES:**

The tender document fees as mentioned in the NIT shall be paid by way of Demand Draft in favour of RSMML payable at Udaipur.

### 3.4 **e-TENDERING PROCESSING CHARGES:**

For each & every bid submitted a non-refundable processing charge **Rs.1,000/-** 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 GM (Contracts), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date & time of submission of the tender.

### 3.5 **ONE BID PER TENDERER:**

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 or JV/consortium, .

3.6 **COST OF BIDDING:**

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.

3.7 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER:**

- (i) All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.
- (ii) Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- (iii) Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- (iv) Tenderers, in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- (v) 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.

3.8 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

- (i) In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work 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.
- (ii) The company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- (iii) 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 responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.9 **ADDENDA/CORRIGENDA:**

- (i) 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 of the tender documents etc.
- (ii) Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

3.10 **CURRENCIES OF THE BID AND PAYMENT:**

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

3.11 **SUBMISSION OF TENDERS:**

The tenders shall be submitted online as prescribed above in the tender document. The "Techno-Commercial Bid" should contain the following:

- a) Complete set of tender document duly sealed & signed on each page by the tenderer as in token of acceptance of terms & conditions of this tender.
- b) Letter of submission of tender as per Form-1.
- c) Power of Attorney in favour of the authorized representative signing the tenders.
- d) Earnest Money Deposit (EMD) in the manner as prescribed in the NIT.
- e) Details of the tenderer in Form-2 along with proof of status of tenderer as Individual Proprietary Firm, Partnership Firm, and Company etc. by way of Registration Certificate /Memorandum & Article of Association /Registration Deed etc. Partnership Deed duly attested by the Gazetted Officer/Notary public.
- f) Information regarding the site organization, giving details of field management the tenderer proposes to have for this work in Form-6 as enclosed in tender document.
- g) Copy of PAN Card (Income Tax Number).
- h) Copy of Service Tax Registration number.
- i) Attested copy of the Audited Balance Sheet for the financial years prescribed in the tender document in support of the turnover.
- j) Undertaking that no condition is mentioned in Part II i.e. 'Price Bid' and conformation to the effect that the price quoted in Part II 'Price Bid' of the tender will be firmed during contract period except variation in rate of service tax & Diesel Escalation/De-escalation. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- k) "Exceptions and Deviations as per tender conditions in Form-5 enclosed. However it will be desirable that deviations are avoided as far as possible & rate offer be made based upon the tender terms & conditions .Exceptions & deviations made elsewhere in the offer shall be ignored.
- l) Provident Fund Account Number of establishment and its effective date or undertaking as per Annexure.
- m) Duly filled Form 2 to Form 5 of tender document.
- n) Undertaking /affidavit as per Annexure given in tender document.
- (i) 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 submitted, 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 along with the techno-commercial bid or any information/document is found to be false / fabricated / misleading. The authorized 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.

3.12 **PART II 'PRICE BID' (BOQ):**

- (i) The 'Price Bid' shall be submitted **ON LINE** in the prescribed BOQ format only. It is suggested to the tenderer to carefully read the instructions mentioned in the Performa at form -7 & 8 for quoting the price offer.
- (ii) The rates are to be quoted in Rupees as per the price format.
- (iii) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in under the head "Scope of Work" of Chapter-3 - Special Conditions of Contract of the tender document.

3.13 **DEADLINE FOR SUBMISSION OF BIDS:**

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 dead line, will then be subjected to the new deadline.

3.14 **LATE BIDS:**

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

3.15 **OPENING OF THE TENDER:**

- (i) The Techno-commercial Bid of the offer will be opened as per NIT.
- (ii) 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.

3.16 **EXCEPTIONS AND DEVIATIONS:**

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. Should it become necessary to take any exceptions &/or deviations, then those be given in the Form-5 only. Deviations mentioned anywhere else would plainly be ignored without any consequences. No exception & deviation should be mentioned in price bid. The exceptions & deviations, if maintained by the bidder & if in the opinion of the company, can be evaluated after loading financial component on the price offered by the tenderer, the same shall be evaluated at the sole discretion of the company. An exception or deviation, if not acceptable to the company, can result into rejection of the offer.

3.17 **BID SECURITY / EARNEST MONEY DEPOSIT (EMD):**

- i. The tenderer must pay Earnest Money/Bid Security as detailed out in NIT in the form of Crossed Demand Draft/Banker's Cheque in favour of RSMML payable at Udaipur and drawn on **any nationalized bank** and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected.

In case the EMD is in the form **Bank Guarantee (BG)** same should be as per the prescribed format of RSMML annexed with the tender & having **validity of six months** (plus grace period of 3 months) issued in favour of the company by **any Public sector bank (except SBI) /ICICI/ HDFC/ AXIS Bank having its branch at Udaipur** on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/ *on appropriate*

*value under Indian Stamp Act prevailing on the date of issuance of BG - .*  
No interest shall be paid by the company on the earnest money so deposited by the tenderer.

- ii. The earnest money 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 (or dis-qualified bidders) will be refunded at the earliest.
- iii. The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded/returned after issuance of LOA to successful tenderer and its acceptance by him or at expiry of the validity period of this tender, whichever is earlier.
- iv. The earnest money deposited by the successful tenderer will be refunded/returned after submission of SD.
- v. The earnest money of a tenderer shall be forfeited in the following cases;
  - a) If the tenderer at his own withdraws or modifies the offer after submission of the tender.
  - b) If the tenderer does not submit the prescribed security deposit within prescribed time frame but before release of first bill.
  - c) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of DLOA.
  - d) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
  - e) If the work is not commenced within the stipulated period.

### 3.18 **VALIDITY:**

- (i) Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the period of 120 days or in extended period, revoke, cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for further evaluation.
- (ii) 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 responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

### 3.19 **EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- (i) Prior to the detailed evaluation of bids, the Company will determine whether each bid;
  - a) Meets the eligibility criteria;
  - b) Has been properly signed, dated & sealed;
  - c) Is accompanied by the required securities; and
  - d) Is substantially responsive to the requirements of the bidding documents.
- (ii) A substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;

- a) Which affects in any substantial way the scope, quality or performance of the work; and /or
- b) 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
- c) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

3.20 **EVALUATION OF TECHNO-COMMERCIAL BID:**

- (i) The Techno-commercial bids of substantially responsive tenderer 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 otherwise 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.
- (ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- (iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- (iv) The price bid of only those bidders shall be opened who qualify in technical bid.
- (v) In the case, when the quotations given by the tenderer during negotiation is higher than the original quotation of the tenderer, then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- (vi) In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations & rates offered by them.

3.21 **CORRECTION OF ERRORS:**

- (i) Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
  - a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
  - b) 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
  - c) 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.

- (ii) 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.

3.22 **PROCESS TO BE CONFIDENTIAL:**

- (i) 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.
- (ii) The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

3.23 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- (i) 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/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the company will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (hereinafter and in the Contract called "the Contract Price").
- (ii) The notification of award will constitute the formation of contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of DLOA.

3.24 **INTERFERENCE WITH PROCUREMENT PROCESS:**

In case the bidder;

- a) Withdraws from the procurement process after opening of financial bid,
- 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 under RTTP Act, 2012 with fine which may extend to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

3.25 **SIGNING OF THE CONTRACT AGREEMENT:**

- (i) The successful tenderer shall be required to execute an agreement with the company on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) within 30 days from the date of issuance of DLOA but before the commencement of work. The cost of execution of

agreement including non-judicial stamp paper shall be borne by the contractor.

- (ii) The contract agreement shall consist of (1) an agreement on non-judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

3.26 **RIGHTS OF COMPANY:**

- (i) The Company reserves the right;
  - a) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
  - b) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - c) To increase / decrease the quantity and period of contract.
  - d) Not to carry out any part of work.
  - e) To reject the offer, if is established that the tenderer has submitted any wrong/misleading information and forged documents along with offer or thereafter.
- (ii) 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.

3.27 **REFUSAL / FAILURE:**

In the event the tenderer, after the issue of communication of acceptance of tender by the company (DLOA), 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 willful 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 Earnest Money/Security Deposit.



**SECTION- IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**4.1 INTERPRETATION OF CONTRACT DOCUMENT**

- 4.1.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.1.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer In-charge whose decision shall be final and binding.
- 4.1.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

**4.2 SECURITY DEPOSIT**

- 4.2.1 The successful tenderer shall furnish a Security Deposit equal to 10% of total contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and awarded quantity for the total period of the contract.
- 4.2.2 The tenderer shall furnish Security deposit through Banker's cheque/demand draft/ Bank Guarantee (B.G.) in favour of the Rajasthan State Mines & Minerals Limited, Udaipur within 30 days of the issuance of DLOA. The Bank Guarantee shall be provided in the approved format of the company issued by all public sector banks (except SBI), ICICI Bank, HDFC Bank & Axis Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. Initially the BG shall be valid for a period of 02 years , thereafter the contractor shall renew it every year two month in advance before expiry of BG during entire contract period including extension plus grace period of 6 months failing which BG will be invoked by the Company. In case of invoking the BG, the amount shall have to be paid by the Bank having its branch at Udaipur.
- 4.2.3 The tenderer may also opt to furnish Bank Guarantee (B.G.)as above / DD/Banker's cheque amounting to 5% of the value of contract within 30 days of the issuance of DLOA. The BG shall be valid for total contract period plus grace period of 6(six) months beyond the Contract period. In such option, balance security deposit of 5% of contract value will be deducted from the running bills of the contractor during the contractual period in 30 installments.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 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.

- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 No interest is payable on Security deposit amount.
- 4.2.12 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.

### 4.3 **PROVIDENT FUND**

- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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 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.
- 4.3.4 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.

4.4 **SUB-LETING OF WORK:**

The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

4.5 **DRAWINGS AND SPECIFICATIONS**

Wherever it is mentioned in specifications /drawing/other documents or instructions that the contractor shall perform certain work and/or provide certain facilities, it is understood that the contractor shall do so at his own cost.

4.6 **PATENTS/COPY RIGHT/TRADE MARK**

Contractor shall indemnify and keep indemnified the Company including its employees and authorised agents/representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

4.7 **IMPORT LICENCE/FOREIGN EXCHANGE**

If any item is required to be imported for the execution of contract, same shall be arranged by the Contractor at its own cost.

4.8 **CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS /EMPLOYEES**

4.8.1 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

4.8.2 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

4.8.3 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

4.9 **STATUTORY OBLIGATIONS:**

The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. 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 agrees at his cost to 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 Mines' 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 this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

#### 4.10 **TAXES**

##### 4.10.1 **Variation in statutory taxes, duties & levies:**

All taxes/ duties/ levies as are applicable up to last date of submission of bids should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory taxes, duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the last date of submission of tender as reflected in the bills raised by the contractor on to the Company shall be to the account/payable to the Company. The Contractor/Company will claim reimbursement of such liability, supported by documentary evidence.

4.10.2 The rates quoted & accepted by the company are inclusive of Service tax, as applicable on the last date of submission of the tender. In case of variations in the rate of Service Tax, as notified by the Government, the difference of the same will be reimbursed to/ recovered by the company including service tax as applicable on escalation/de-escalation of diesel prices. As per the information to the company the present prescribed rate of Service tax is 15%.

#### 4.11 **INDEMNITY**

4.11.1 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-in-Charge its successors 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 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 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.

4.11.2 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.

4.11.3 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.

4.12 **WAIVER AND LIABILITY TO PAY COMPENSATION:**

4.12.1 In any case in which 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 hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.

4.12.2 In the event 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 by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, 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.

4.13 **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.

4.14 **NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

4.15 **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever 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, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

4.16 **PROTECTION OF WORK:**

During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

4.17 **USE OF COMPLETED PORTIONS:**

4.17.1 Whatever, 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 of such part thereof. Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.

4.17.2 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remaining of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the Contractor. 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.

4.17.3 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 specifically 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 mining areas shall be done strictly in accordance with the provisions of Mines Act 1952, Metalliferous Mines Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety and/or other statutory authority.

4.18 **COORDINATION AND INSPECTION OF WORK:**

4.18.1 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 issued by the Engineer-in-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer-In-Charge after inspection shall write the

instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.

- 4.18.2 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, working in the area and the departmental work of the Company being executed in nearby areas of the mine. 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 and departmental work of the Company.

4.19 **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 own cost. The contractor should plan the execution of work in monsoon season, well in advance.

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

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 prior 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.

4.21 **OTHER CONDITIONS, OVERTIME ETC:**

- 4.21.1 The working time at the site of work is 48 hours per week. Overtime work may be permitted in case of need with the prior written approval of Engineer-in-Charge and company will not compensate the same. Shift working 2 or 3 shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. No extra claim will be entertained by the Company on this account. The contractor shall be responsible for idle wages if payable to his workers.

- 4.21.2 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.

- 4.21.3 The provisions of Contract (R&A) Act 1970 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

4.22 **MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

- 4.22.1 The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

- 4.22.2 If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be affected/delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the

Contractor will be bound to pay for such materials to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company whichever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in the execution of the works. The Contractor shall provide all necessary materials, equipment and labour etc for the execution and maintenance of the works until final completion thereof.

4.23 **STORES OTHER THEN EXPLOSIVES SUPPLIED BY THE COMPANY**

Subject to availability and on request of the Contractor, stores and materials etc, may be supplied to the contractor by the company at its own discretion and convenience and the cost of such supply will be debited to the Contractor's account at the rates to be determined by the Company from time to time. Over and above the cost of store items as aforesaid, 10% of the value of store issued shall also be recovered from the Contractor as handling charges. Materials supplied by the Company shall not be utilized for any other purpose/s other than that for which the same are issued. The Contractor shall bear all charges of the stores and shall be responsible for safe custody of materials at site after this have been issued to them.

4.24 **DISCREPANCIES BETWEEN INSTRUCTIONS:**

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

4.25 **INSPECTION OF WORKS:**

The Engineer-in-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-in-Charge/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-in-Charge 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 authorize representative duly accredited in writing present for the purpose. Orders given to the Contractor's authorize representative shall be considered to have the same force as if they had been given to the Contractor himself/itself.

4.26 **ASSISTANCE TO THE ENGINEERS:**

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.



4.27 **CONTRACTOR'S OFFICE AT SITE:**

The Contractor shall provide and maintain an office at the site. Such office 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.

4.28 **SAFETY, SANITARY & MEDICAL FACILITIES:**

4.28.1 The Contractor and/or his 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-in-Charge 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-in-Charge at the Contractor's expenses.

4.28.2 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his 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 and regulations for the time being in force, or will come in force during the pendency of contract.

4.28.3 The Contractor shall promptly and immediately report any serious accidents to any of his employees to the Engineer-in-charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.

4.28.4 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 cost.

4.28.5 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 cost. Medical check-ups & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

4.29 **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

4.29.1 The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. 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.

4.29.2 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-in-Charge 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-in-Charge, 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-in-Charge, shall at once remove such

person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

- 4.29.3 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 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.

4.30 **DAMAGE TO PROPERTY:**

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his 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 sub-contractor/s, their employees, agents, representative etc.

4.31 **FIRE PREVENTION:**

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

4.32 **RIGHTS OF VARIOUS INTERESTS:**

- 4.32.1 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.

- 4.32.2 Whenever 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-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

4.33 **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, the materials obtained as a result of such dismantling etc, will be considered as the Company's property and will be properly handled, stored and stacked as per the direction of the Engineer-in-Charge.

4.34 **ARTICLES/MINERALS OF VALUE FOUND:**

All ore or some mineral of value which may be found in, under or upon the site, shall be the property of the Company and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to the Company at the places directed, without any extra payment thereof.

4.35 **POWER OF ENTRY**

4.35.1 During execution of Contract, if in the opinion of Engineer-In-charge, it is found that:

- i.) Contractor has failed to execute the Contract in conformity with contract document or
- ii.) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the Engineer-In-Charge, or
- iii.) Contractor has failed to carry on and execute the works to the satisfaction of the engineer Incharge, or
- iv.) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. or
- v.) Contractor has abandoned the works, or
- vi.) Contractor during the continuance of the contract has becomes bankrupt.

4.35.2 Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plan/work by his authorize representative. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

4.36 **COMPANY MAY DO PART OF WORK:**

Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the 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 risk and cost 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 fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

4.37 **POWER TO ORDER SUSPENSION OF WORK:**

The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case

of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

4.38 **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 may pay and discharge the same by 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 later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

4.39 **RIGHT OF WAY:**

4.39.1 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.

4.39.2 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-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. 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.

4.40 **CHANGE IN CONSTITUTION:**

The Contractor shall inform the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.

4.41 **IF THE CONTRACTOR DIES:**

Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

4.42 **COMPLIANCE IN RESPECT OF VARIOUS ACTS**

4.42.1 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents,

as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:

- i.) Contract Labour (Abolition & Regulations) Act 1970
- ii.) Payment of Wages Act,1936
- iii.) Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme1952
- iv.) Maternity Benefit Act.1961.
- v.) Payment of Bonus Act 1965.
- vi.) Mines Act 1952.
- vii.) Payment of Workmen's Compensation Act 1923 Amended in 1984, 2000) .
- viii.) Minimum Wages Act., 1948
- ix.) Payment of Gratuity Act 1972.
- x.) Forest Conservation Act, 1980
- xi.) The Water (Prevention and control of Pollution) Act 1974 & The Air (Prevention and control of Pollution) Act 1981 (amended 1987)
- xii.) Mines Rules 1955
- xiii.) Metalliferous Mines Regulations 1961
- xiv.) Indian Explosives Act 1884 & Indian Explosives Rules 1983/2008.
- xv.) Mines Vocational Training Rules 1966
- xvi.) Mines & Minerals Development & Regulation Act 1957
- xvii.) Mineral Concession Rules 1960
- xviii.) Mineral Conservation & Development Rules 1988
- xix.) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx.) Indian Forest Act 1927
- xxi.) Fatal Accident Act,
- xxii.) Motor Vehicles Act,1988,
- xxiii.) Apprentice Act,
- xxiv.) Industrial Dispute Act, 1947,
- xxv.) Standing Orders Act, 1946.
- xxvi.) Electricity Act, 1910 /2003
- xxvii.) RTPP Act

- 4.42.2 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.42.3 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.42.4 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees 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 to them.
- 4.42.5 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed 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 there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge 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 workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

4.43 **STATUTORY BUILDING:**

The Contractor shall build as per approved plans and drawings at the approved sites for first aid room and first aid station/rooms, latrines, urinals, crèche, canteen etc, as required under various statutory provisions within one month after the commencement of the work. If the aforesaid buildings are not constructed within the stipulated time, the Company reserves the right to withhold payment or part of the payment until buildings as mentioned above are provided and the Contractor shall be bound by such decision of the Company.

4.44 **COMPENSATION AND LIABILITY:**

4.44.1 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the later's employees if such employees are not covered under the Contractor's insurance.

4.44.2 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-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.

4.44.3 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 subcontractor 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.

4.45 **INSURANCE**

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, **Universal Health Insurance policy for all the persons engaged in work** to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account.

4.46 **LIABILITY FOR ACCIDENT TO PERSONS:**

4.46.1 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, Motor Vehicle Act, "Mines Act" the following shall also apply to the Contractor.

4.46.2 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged 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-in-Charge the fact of such accident, besides taking immediate

remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or 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.

4.47 **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, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral 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.

4.48 **NOTICES:**

4.48.1 **SERVICE OF NOTICE ON CONTRACTOR:** Any notice hereunder may be served on the Contractor or his/its duly authorized 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 fact that 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 project in-charge or his authorized representative at the work site and at Udaipur.

4.48.2 **SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE:** Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

i.) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (RP) at Jhamarkotra Mines and copy to authorized representative at the mines, and

ii.) In the case of the Engineer-In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

4.48.3 Notice and communication addressed to the Company shall be valid only if

duly signed by the Contractor or his duly authorized partner or his project in-charge or his authorized representative acting for him on his behalf.

4.49 **TERMINATION:**

4.49.1 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 to the contractor:

- i.) To determine the contract; 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, whereupon 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 or by appointing any other agency over and above the rates of remuneration payable under the contract.
- ii.) Without determining the contract, 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 and 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.

4.49.2 Before determining the contract, as aforesaid, and provided that, 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, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

4.49.3 In the event of the Company proceeding in the manner herein above prescribed-

- i.) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, 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 completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work & the contractor shall not be entitled for any compensation for use of, damage to such materials, equipment, plant.
- ii.) 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.



4.49.4 The Company shall also have the right to proceed in the manner prescribed in sub clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or 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.

4.49.5 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.

4.50 **DISPUTE, JURISDICTION**

4.50.1 The place of the contract shall be Udaipur, 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.

4.50.2 No courts other than the courts located at district Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

4.50.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

## **SECTION- V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **5.0 APPLICABILITY**

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

### **CHAPTER 1 – SCC**

#### **SPECIAL INSTRUCTIONS FOR THE TENDERERS**

#### **5.1.1 INTRODUCTION**

The Company is engaged in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc.

#### **5.1.2 LOCATION AND ACCESSIBILITY OF SITE**

The working site under the contract shall be within Jhamarkotra Rock Phosphate Mine which is located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). The area is accessible through three nearby Railway Stations of North Western Railways Viz. (1) Kharva Chanda (Southwest - 10Kms.), (2) Umra (Northwest - 18 Kms.) and (3) Udaipur. Kharva Chanda and Umra are lying on Udaipur-Himmatnagar meter gauge Railway Section. Udaipur Rly station is connected with Broad Gauge railway line with major cities. It is also connected by a tarred road to Umra (18 Kms.) and Udaipur (26 Kms.) on State Highway. Jhamarkotra can also be reached from Udaipur Airport (42 Kms.) on Bombay-Delhi Air route.

#### **5.1.3 CLIMATE**

The site climate is semi arid with temperature varying from 15 degree centigrade in January to 40 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 49 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average rainfall is 638mm per year mostly restricted to 4 months of June to September. Occasional scanty precipitation may be there during winter season.

#### **5.1.4 GEOLOGY & HYDROGEOLOGY**

##### **5.1.4.1 GEOLOGY**

This area constitutes a part of Aravalli Super group comprising of meta-sediments resting unconformably over Pre-Aravalli Banded gneissic complex consisting of schists, gneisses and granites. The phosphate bed in this area could be traced over a strike length of about 16 kms varying in surface width from 40 meters to few centimeters. However, the average surface width is about 15 meters. The phosphate bed shows large scale thickening and thinning and often pinching out altogether to reappear after some distance.

The altitude of the beds includes the phosphate horizon in some places changes sharply. The dip of the phosphate bed in general is around 40 degree to 50 degree and at times attains verticality and even overturned. Generally the phosphate bed is sandwiched in a carbonate sequence comprising of lower and upper impure dolomitic limestone, which shows conspicuous and considerable lateral and vertical faces variation.

For convenience of exploration, the entire phosphate body in the lease area has been divided into a number of blocks designated as follows: A Extension, A, B, C, D, E, F, G, and H. Blocks A, B, C, D, E & F contain about 94% of the known estimated reserves of entire Jhamarkotra rock phosphate deposit.

## 5.1.5 **SITE INFORMATION**

5.1.5.1 The Company is presently carrying out mining at A, B, C, D, E, and F Blocks of the deposit & mining in A- Extension & G block was temporarily discontinued due to completion of the prevailing contract and requirements. C, D and E are adjoining blocks and form parts of one pit designated as Central Pit. A, B and A-Extension are adjoining blocks forming parts of one single pit and designated as Western Pit. F and G are adjoining blocks and form parts of one single pit designated as Eastern Pit. An up-to-date Composite surface plan (i.e. updated as on June 2015) is placed at Annexure 'G' showing location and mine working at various Blocks, existing HGO crushing plant/s, LGO crushing plant, waste dumps and other infrastructure/details.

### 5.1.5.2 **Western Pit**

The Western pit comprises of Block i.e. A-Extension, A & B. The Western pit is falling in between section line from 1750E to 3050E and 4950N to 7500N. A-Extension, A & B Block are situated in proximity of village Sameta. The location of village Sameta along with the area -worked in A-Extension, A & B block has also been shown on the composite surface plan placed at Annexure 'G'.

Some of the private land & establishments of village Sameta fall within the blasting danger zone of mine area of Western pit (A-Extension, A & B blocks). Although, the complete private land including existing private infrastructure etc of village Sameta is under process of acquisition, and the same would follow its due course and may take time. Pending completion of land acquisition process, the contractor will be required to make necessary working arrangements and assistance to the company in amicably resolving local problems for smooth execution of work. Company shall not entertain any claims of whatsoever nature and description on this account.

- (i) A-Extension Block: The area of A Extension Block having phosphorite horizon extends over a strike length of about 1500 meter. Presently, the top level of working in this block is 585 MRL & bottom is 500MRL. The horizon strikes at about 20<sup>0</sup> Az and generally dips steeply eastward at about 80<sup>0</sup>. The Rock Phosphate of area A Extension represents the western limb of the main Jhamarkotra syncline. Phosphate grades are generally in 20 to 30% P<sub>2</sub>O<sub>5</sub> range. The assay indicates a high R<sub>2</sub>O<sub>3</sub> content due to alumina & iron enrichment of the clayey matrix; silica content in the ore is also high. The wall rocks are typically cherty dolomites & appear massive and competent.
- (ii) A & B Block: RSMML has developed a mining plan that will allow for the development of the A & B Block as a single Block. Presently, the top level of working in this composite block is 585 MRL & bottom is 450MRL. The ore body dips are northward and generally varying from

45° to sub vertical. Phosphate grades in A Block are generally in the 12% to 30% P<sub>2</sub>O<sub>5</sub> range. The High Grade ore of A Block are having high R<sub>2</sub>O<sub>3</sub> content due to alumina & iron enrichment. The B Block is folded & faulted along area trending northward. The phosphorite includes a zone of highly friable HGO. The majority of mineralization in A & B Block is generally LGO. The work in A and B Block is presently being carried out by existing contractor and its scheduled date of completion is 04/06/2016.

#### 5.1.5.3 **Central Pit**

The Central Pit comprises of blocks C, D, & E. The central pit is falling in between section line from 2900E to 5900E and 4450N to 6000N. Mining operations in these Blocks in hanging wall and footwall is in progress in departmental as well as contractual workings. The location of village Sameta along with the area has also been shown on the composite surface plan placed at Annexure 'G'.

- (i) C Block: The C Block is continuous with B Block to the western side and D Block to its eastern side. The ore body dips are northward at around 45°. To the Western side of B block, the zone becomes sub-vertical to overturn. Presently the work is in progress in the eastern part of C Block at 460 MRL and above. The extreme western part of C Block area mostly comprises of virgin topography. The work in western part of this Block is presently being carried out by existing contractor and its scheduled date of completion is 04/06/2016.
- (ii) D & E Block: The bulk reserves and most of current production are within D & E Blocks. Mineralization is largely HGO with lesser quantity of LGO. The average width of ore bed is approximately 20m & dip is around 50°. Mining was started from the highest level i.e. 600MRL and has reached up to the level of 410 MRL at present. Ore and overburden mining from these Blocks are in progress in departmental workings and also a part of overburden/waste removal in Footwall side for stability of benches is to be carried out by the mining contractor.

#### 5.1.5.4 **EASTERN PIT**

The Eastern Pit comprises of Block F and G. The Eastern Pit is falling in between section lines from 5500E to 7100E and 3750N to 4650N. Mining operations in Block-F in hanging wall and footwall is in progress contractually whereas working in G Block is temporarily discontinued due to completion of prevailing contract and requirements.

- (i) F Block: The ore in F Block is dipping 60°-70° N. Considerable structural complexity exists here with bifurcations of the mineralized zone. The hanging wall zone, outside the main ore zone is an area of extensive brecciation and the dolomite is silicified (60-70% SiO<sub>2</sub>) and remobilized from phosphate solutions to form secondary ore. This secondary ore is mined selectively & separately from waste and stacked at specified locations. Currently the Block bottom is at 430MRL. The requisite quantity of higher grade secondary ore is also transported to HGO/LGO crushing plant/s for blending. Ore and overburden mining from a part of E Block (E Extension) & F Block i.e. EF Block is in progress by an existing contractor. The scheduled date of completion of this contract is 04/06/2016.
- (ii) G Block: G Block is situated towards east of Block F trending north -

south. The Rock Phosphate of area G Block represents the eastern limb of the main Jhamarkotra syncline. There are two bands of Rock Phosphate exposed in the G Block area. The main Rock Phosphate band of the G Block area is an eastern extension of Block F that takes a sharp turn towards north and extends north south. The amount of dip of this band is 800 towards east. The width of the main band varies from two meters to about fifteen meters. Phosphate grades are generally in the 20% to +33% P<sub>2</sub>O<sub>5</sub> range. At the southern part of G Block the limb of ore is extending towards east west and dip towards north the envisaged (anticipated) dip and strike of this limb is approx 550 and 350 respectively.

5.1.5.5 Company intends to award contract separately for different pits i.e. Western Pit (A Extension, A & B Blocks), Central pit (C, D & E Blocks) and Eastern pits (F & G Blocks). The contractors shall be required to take up work in these areas as per the scope of work, schedules and specifications of the contract. The contractor shall ensure that existing haul road/approach roads/ramps are not excavated in course of their mining operations until an alternative haul road/s from ore benches to crushing plant/s and from overburden benches to dumping yards are made available to the contractor. The present tender is for the work of excavation in western pits (A Extension, A & B Blocks).

5.1.5.6 The following heavy earth moving equipment of the Company has been deployed & working in the C, D & E Block on overburden and ore benches:

Hydraulic Excavator 6.0 CuM	: 03 No.
Blast Hole drills 165-mm dia	: 02 No.
Blast hole drill 216 mm dia	: 03 No.
Toe Hole Drills 100 mm dia	: 01 No.
Haulpak dumpers 85 MT pay load capacity.	: 14 No.

#### 5.1.6 **PRE QUALIFICATION CRITERIA:**

Tenderer shall be pre qualified on the basis of criteria mentioned below-

- i) The Tenderer should have minimum turnover of Rs.7.65 Crore in any of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in tenderer's name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website [www.rsmm.com](http://www.rsmm.com) / [eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) & on [sppp.raj.nic.in](http://sppp.raj.nic.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 tender document, e-Tendering processing fee, EMD etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in this tender subject to the condition that JV/Consortium members would be responsible jointly and/or severally for the execution of the contract, other responsibilities and liabilities arising under this contract.

Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process.

In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

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.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RTPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

The tenderer has to deploy the requisite make & model of the equipment required to perform the entire scope of work & compliance of the terms & conditions of tender thereof & to achieve the production target, as given by the company from time to time.

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 opening.

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

The company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, societies with which the tenderer are associated) with company. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has :

- a) made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the prequalification requirements; and/or
- b) Established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

#### 5.1.7 **Evaluation of price bid & criteria for deciding l-1:**

The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to overall contract values for the total tendered quantity of Ore and Overburden removal, collective overall amount (contract value) payable for total tendered quantity of Ore and Overburden removal will be calculated on the basis of the respective quantities & the respective quoted rates against the respective

items in the “BOQ1/Form 7”. The tenderer with the lowest grand total amount for the total tendered quantity of Ore and overburden removal shall be decided as the successful tenderer i.e. L-1 tenderer.

#### **5.1.7.1 NEGOTIATIONS**

- i) Negotiations may 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.
- ii) 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.
- iii) 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.

#### **5.1.8 Land, Water Supply and Power for Office etc.**

5.1.8.1 Land for Contractor's Field Office, Go-Down, Workshop etc as per the Scope of Work:

- (i) The company shall at its own discretion and convenience will make available land for temporary construction of contractor's field office, go-downs, workshop, assembly yard for equipment etc. (as per requirement in the scope of work) .The contractor shall at his/its own cost construct all such temporary structures or buildings with suitable water supply, electricity and sanitary provisions etc. in the place/s and as per the plan/s approved by the Engineer in charge.
- (ii) On completion of the entire contract work undertaken by the contractor, such temporary structure/s equipment, installations, scrap etc shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fails to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. No claim, whatsoever, in such circumstances on account of any damage, loss, theft etc will be entertained.
- (iii) The company reserves the right to ask the contractor at any time during the pendency of the contract to vacate the land, site, temporary buildings etc. by giving 30 days notice on security reasons or on material interest by providing alternative site at the cost and risk of Contractor. The company also reserves the right to take over the said temporary structures/buildings in lieu of reasonable compensation, as mutually settled.
- (iv) Land for Residential Accommodation: Subject to the availability of land for temporary construction of residential quarters/accommodation etc. for staff and labour of the contractor, land will be provided near or at the work site by the company to the contractor at the discretion of the Engineer in charge. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law for the time being in force.
- (v) Residential/Official Accommodation: Subject to the availability of

accommodation in the residential colonies of company, residential/official accommodation respectively, could be provided on chargeable basis to the contractor at the discretion of the Engineer in charge. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law.

5.1.8.2 **Water Supply:**

Contractor will have to make independent arrangements for supply of water beyond the indicated source to its labour camps (if any) and working areas. All storage arrangements, pumping installations, pipe network and distribution system up to the end-use points, will have to be carried out by the contractor at its own cost. In case, the indicated source of water belongs to the Company, no cost of water shall be charged and shall be made available at one point, otherwise the contractor shall have to arrange & bear the cost whatsoever it may be.

5.1.8.3 **Electric Power Supply (415 Volt AC):**

- (i) Subject to the availability and directions of the Ajmer Vidyut Vitran Nigam Ltd. (AVVNL) power will be supplied to the contractor free of cost.
- (ii) The company shall allow the contractor to tap, distribute and use power from Company's power installation. Company shall provide one electrical tapping point for the camp site, workshop etc. and other point for working area for lighting in mining area and dump yard to the extent of maximum up to 60KW. The Contractor will have to maintain power factor of 0.95 by installing a suitable capacitors failing which, power will be disconnected and company will not be responsible for any loss/damage.
- (iii) The Company reserves the right to assess the requirement of the power consumption for the work. The contractor has to ensure the consumption within the units assessed by the company abiding the power factor as required above.
- (iv) The contractor shall use only diesel operated mining equipment and no electrically operated mining equipment for excavation, drilling etc shall be permitted. Moreover 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. If at any time during the currency of the contract, any illegal connection and/or unauthorized connection is found beyond the permissible load as mentioned above, the contractor shall pay the penalty as assessed by the Engineer-in-charge and will be final and binding to the contractor.
- (v) For extending the electrical overhead lines beyond the tapping point to mine Block including dump yard etc, RSMML may provide all the necessary electrical items free of cost (subject to availability). In that case, the labour charge for extension of such overhead lines beyond the tapping point including intermittent shifting etc. shall be borne by the contractor. For such erection and dismantling of electrical installations, requisite charges shall be deposited in advance by the contractor. The contractor shall also be required to provide security and properly maintain such electrical installations in the working mine area and shall provide all required electrical light fittings consumables for this purpose. However, it will be the sole responsibility of the contractor to arrange extension of the electrical supply beyond the tapping point to mine block including dump yards, township etc as per statutory requirement.



- (vi) All electrical installations & wiring for electric lighting and power at camp site, beyond the tapping point, shall be installed and maintained by the contractor. Electric lights and power wires/cables shall be kept away as far as possible from telephone or signal wiring or wires used for firing blasts.
- (vii) The Electrification works in all his working area including camp site, workshops etc. shall be carried out by the contractor as per the provisions of all Electricity Act, rules and regulations made there under and as per plan approved by the Engineer-in -charge.
- (viii) The contractor shall be entitled to remove the temporary wiring & installations after completion of the entire contract work at his/their own cost. The electrical installations provided by the company shall be deposited at the end of contract and contractor shall have to obtain no due in this respect from the Engineer In Charge. In case of any damage or loss to installations provided by the company, the same shall be recovered from the contractor. The contractor shall, at his cost, provide suitable electric motors fuses, switching, etc. wherever found necessary, and/or advised and/or required by the Engineer in charge from time to time.
- (ix) All statutory approvals as applicable to electrical installations pertaining to this contract shall be obtained by the Contractor at his own cost. However necessary document would be signed by the company and statutory fees as applicable would be reimbursed to the contractor subject to submission of documentary evidence.
- (x) The contractor shall use energy efficient light fittings viz. LED, metal halide and HPSV for the purpose of illumination in the working areas.

#### 5.1.9 **FENCING AND LIGHTING:**

- (i) When any work is performed at night or where day light is shut off or obscured, the Contractor shall provide at his cost artificial light sufficient to permit the work to be carried on properly and permitted through inspection by the Engineer-in-Charge. The lighting standards shall be as prescribed under the Metalliferous Mine Regulation 1961.
- (ii) The Contractor shall be responsible to provide at his cost proper fencing, lighting guarding and taking necessary safety measures for all works under the contract.
- (iii) The arrangement made for fencing, lighting etc shall be maintained by the Contractor during the currency of the contract at his cost. 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 approval by the Engineer-in-Charge and the officers of concerned state electricity department & Central Government under the Electricity Act and Indian Electricity Rules and conditions of electricity supply of the State Electricity Board, as applicable.
- (iv) Any additions and alterations thereto shall be got approved by the Contractor from the Engineer-in-Charge and certified from Electrical Inspector, if required under law.

5.1.10 **DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK**

Following details are required to be furnished by the successful tenderer to the Engineer-in-charge at the time of commencement of work at mines;

- (i) Attested copy of Letter of Acceptance/detailed Letter of Acceptance for the work.
- (ii) Authorization from the contractor in favour of the Project In charge (Site Incharge) and other representatives of the contractor.
- (iii) Details of the supervisory personnel who will be engaged in supervision while execution of the work, which includes and not limited to Mining engineer, geologist and surveyor.
- (iv) Details of the personnel who will be engaged for execution of the work.
- (v) Initial medical examination certificate required in prescribed Performa of such Contractor personnel.
- (vi) List of the HEMM/equipment/machinery etc. along with its technical specification /purchase invoices/Registration Certificates.
- (vii) Security Deposit details.
- (viii) The contractor shall update the documentation whenever there is change in details mentioned at Sr. no. (ii) to (vi) herein above.

5.1.11 **CONTRACTOR'S QUALIFIED STAFF:**

5.1.11.1 The contractor shall have to depute at least following qualified persons, in addition to other requisite supervisory, operational and other staff to accomplish the work satisfactorily:

- i) One qualified overall supervisor/In-charge having at least a First Class Certificate of Competency (Restricted) as per MMR 1961.
- ii) Three qualified Managers for shift(s), one in each shift having at least a Second Class Certificate of Competency (Restricted) as per MMR 1961.
- iii) Three qualified Mines Foremen for shift(s), one in each shift having at least a Mine Foreman Certificate of Competency (Restricted) as per MMR 1961.
- iv) One qualified & experienced Geologist
- v) One qualified & experienced Mine Surveyor.
- vi) Six Qualified Mining Mates for shift(s), :Two in each shift having at least a Mine Mate Certificate of Competency (Restricted) as per MMR 1961

5.1.11.2 Such engagement has to be maintained throughout the contract period. Non engagement of such qualified persons will attract a pre-determined compensation as under:

- i) Non engagement of a qualified overall supervisor/In-charge having at least a First Class Certificate of Competency (Restricted). Rs. 50000.00 (Rs. Fifty Thousand) per month.
- ii) Non engagement of qualified supervisors of Second Class Certificate of Competency (Restricted) as per MMR 1961, Rs. 40000.00 (Rs. Forty Thousand) per month per person.
- iii) Qualified Mine Foreman and qualified Mine Surveyor/qualified Geologist. Rs. 20,000.00 (Rs. Twenty Thousand) per month per person.
- iv) Qualified Mining Mate Rs. 10,000.00 (Rs. Ten Thousand) per month per persons.

- v) The number of competent/ qualified supervisors engaged by the contractor is subject to revision as per statutory requirement.
- 5.1.11.3 Continuous absence of any qualified person/s for a period of more than 15 days in a month shall be treated as non engagement for this purpose & pro-rata compensation will be deducted.
- 5.1.11.4 In case of such engaged person leaving the employment an alternative engagement has to be ensured within 15 days of the person leaving the employment. In case of failure to do so pre-determined pro-rata compensation shall be applicable as detailed above as the case may be.
- 5.1.11.5 The contractor shall depute an authorized and qualified surveyor within 10 days (but before commencement of work) from the date of issuance of Letter of Acceptance for making necessary initial survey of the ground levels in the area awarded as per the contract.
- 5.1.12 **REPORTS**
- 5.1.12.1 The contractor shall furnish the statement of work done by him in the form of report(s), in the format prescribed by the Engineer-In-Charge, on daily basis and/or at specified intervals by the company, to the Engineer-In-Charge or to his authorized representative.
- 5.1.12.2 The Contractor shall regularly submit to the Company the details of work executed, equipments working etc on each shift/daily basis compiled for a week in soft copy ( Compact Disk Drive or through any other appropriate medium), in the specified format prescribed by Engineer-In-Charge.
- 5.1.12.3 The Contractor shall maintain various records as required under compliance of various statutory provisions and also as per directed by Engineer-In-Charge from time to time.

## CHAPTER 2 – SCC

### 5.2 TECHNICAL

#### 5.2.1 ROCK TYPE AND SPECIFIC GRAVITY (OVERBURDEN, ORE)

5.2.1.1 The overburden on the hanging wall side is mostly comprised of impure dolomitic limestone with variable silica content. In A Extension, B Block & E Block area the predominantly siliceous component increases very much and the rock type effectively can be termed as carbonate bearing chert while siliceous and the carbonate fractions are more or less evenly distributed in D Block. The rock is heterogeneous in character, but dominantly it is medium hard with occasional hard or soft patches.

5.2.1.2 The footwall rock in area A extension, A block and B block is massive and competent. Some patches of footwall, however are hard and bouldery.

5.2.1.3 The hardness of the ores varies from soft to hard. The average specific gravity (Insitu) of:

Overburden/waste rock/secondary ore	- 2.6 tonnes/M <sup>3</sup>
High grade ore (HGO)	- 2.9 tonnes/M <sup>3</sup>
Low grade ore (LGO)	- 2.8 tonnes /M <sup>3</sup>

#### 5.2.2 OPTIMUM OVERALL BENCH CONFIGURATION FOR HANGINGWALL & FOOTWALL

5.2.2.1 The optimum overall slope and the individual bench slope geometry to be maintained in hanging wall and foot wall. as the case may be, for the proposed areas is as follows-

Name of Pit	Overall pit slope.	Bench Angle	Bench Height	Bench Width
<b>Hanging Wall</b>				
A Extension	420	800	10 m	7m, and every third bench not less than 12m.
A Block	480	800	10 m	6m, and every third bench not less than 12m.
B Block	480	800	10 m	6m, and every third bench not less than 12m.
<b>Footwall</b>				
A Extension	360	650	10 m	7m, and every third bench not less than 12m.
A Block	480	800	10 m	6m, and every third bench not less than 12m.
B Block	480	800	10 m	6m, and every third bench not less than 12m.

The Geotechnical study of Jhamarkotra mine is being carried out by CMFRI, Dhanbad. The phase first study has been concluded and the phase II is under process. If any change/s in the bench design and block slope parameters as mentioned above, are received from CMFRI then, the contractor will have to incorporate modifications as per the recommendations without claiming additional own cost and expenditure for such modifications, if any made on this account.

#### 5.2.3 POLLUTION CONTROL PERMISSIONS AND MEASURES

5.2.3.1 During the drilling of blast holes, the Contractor shall adopt all necessary means to suppress/arrest the dust by practicing in-built-wet drilling system

(in-built water injection system) and/or using dust extractors to ensure that dust generated during such operations shall not get air borne.

- 5.2.3.2 The Contractor shall have to take effective and adequate measures at its own cost and expenses for suppression/collection of dust generated during the process of blasting, mucking, loading, unloading, hauling etc. in the working areas and on the mine haulage roads, including adequate water spraying/sprinkling at various dust generation source, so that the dust generated do not get air borne and its concentration in such places do not exceed the limits prescribed under the MMR 1961, or as stipulated by the MOEF.
- 5.2.3.3 For wet drilling the Contractor shall make its own arrangements for getting water at its own cost (Except when raw water is available at the mine premises).
- 5.2.3.4 In case the Contractor fails to adopt required pollution control measures, then RSMML shall make such arrangements for adopting requisite pollution control measures at the risk and cost of Contractor, apart from taking other actions as per the contract.
- 5.2.3.5 If the Contractor fails to adopt pollution control measures as per the approved Scheme of Mining and in such case and due to the act of the contractor, any penalty is imposed by any of the Government Agency on the company, the same amount shall be made good by recovery from the contractor bills and security deposits.

#### 5.2.4 **EXTENT OF MECHANISATION, DETAILS AND THEIR USE AT MINES**

- 5.2.4.1 The contractor is required to handle the considerable volume of rock including various types of ore as mentioned in the tender document. The contractor has to deploy fleet of equipment(s) of adequate capacity to handle the volume of work. Initially the deployed equipment as above shall not be older than five years from the date of issue of DLOA.
- 5.2.4.2 In case the tenderer proposes to engage equipment of other agencies, an undertaking of the owner of the equipment on non-judicial stamp paper should be submitted along with other details. Contractor has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms and conditions of tender thereof and to achieve the targets as given to the contractor by the company from time to time.
- 5.2.4.3 The Contractor shall intimate any change in deployment of HEMM and take prior approval for the same from the Engineer-In-Charge.

#### 5.2.5 **SCHEME OF WORK**

- 5.2.5.1 The machines, equipments and ancillary machines etc deployed by the Contractor and his organization for handling of the work shall be such as will ensure satisfactory rate of progress of work and achievement of monthly schedule of excavation, which, in the opinion of the Company 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 Mines Act, 1952, MMR, 1961,; Explosives Act, 1884 and all other relevant acts, rules, bye-laws and statutory provisions and instructions given by the Company and/or Engineer-In-Charge from time to time.
- 5.2.5.2 The Contractor shall give the company full information in advance as to his/its plans for carrying out the works. If at any time before the commencement or during the progress of the work, any part of the contractor's plant, equipment or facilities, or any of his/its method of execution of the work, appears to the Company to be unsafe or inadequate of his/its organization insufficient to ensure the required quality and rate of

progress of the work, Company 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 of the Company to issue such orders shall not relieve the contractor and 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 alone shall be responsible for the safety, security and adequacy of his plant, equipment, personnel and method of work etc.

- 5.2.5.3 The Contractor shall deploy the requisite machinery and/or equipment at the site of work on/or before expiry of mobilization period so as to execute the work as per time schedule. The contractor shall also deploy the required ancillary equipment and provide spares etc. to complete the work within the scheduled time period and to meet its contractual obligations.
- 5.2.5.4 The contractor shall further provide supplementary principal equipment and ancillary equipment, spares, other stores items, if required at its cost from time to time to complete the works under the contract.
- 5.2.5.5 The contractor shall maintain the principal equipment and ancillary equipment those brought to the site for execution of contract as long as they are required for the satisfactory progress of work. No equipment will be demobilised from the site without prior approval of the Engineer in charge. The manpower engaged and principal and ancillary equipments deployed for this contract work shall not be allowed to be engaged or deployed for any other contract work even within the mine premises or elsewhere outside the mine premises. Contractor shall obtain written permission of Engineer In-Charge for shifting and/or separate engagement/deployment of their manpower and principal & ancillary equipments engaged for this contract work.
- 5.2.5.6 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.
- 5.2.5.7 On the work being awarded, the Contractor, before the start of work and during mobilization period, shall submit his /its working plan, concept paper & PERT chart for the excavation and removal of overburden including tentative scheme for deployment of his/its equipment, etc. in the specified areas covered by the contract overall time schedule as specified for completion of the entire work including the mobilization period. The contractor shall thereafter submit to the Engineer-In-Charge progress of work done from time to time.
- 5.2.5.8 Contractor shall also furnish to the Engineer-In-Charge by 22<sup>nd</sup> of each calendar month, the programme of work which the contractor proposes to take up and complete during the following month which shall be subject to alterations or modification as Engineer-In-Charge may consider it necessary in consultation with the Contractor without altering the overall time schedule and annual rock excavation programme.

5.2.6 **DRAWINGS TO BE SUPPLIED BY THE COMPANY:**

- 5.2.6.1 Drawings attached with tender, if any, shall be for the general guidance of the tenderer to enable him to visualize the type of work contemplated and scope of work involved. The tenderer will be deemed to have studied the drawings and formed an idea about the work involved.
- 5.2.6.2 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 of such discrepancy, error, omission or ambiguity will be at the Contractor's risk and cost.

5.2.6.3 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 of Engineer in Charge and requirements of the Work.

5.2.6.4 The drawing/s for the work as listed herein, is based upon the interpretation of field observations. It is not intended or to be inferred that the conditions as shown therein constitute a representation by the Company or its representatives that such conditions actually exist, nor shall be contractor be relieved of the liability under the contract for any loss sustained by the Contractor as a result of any variance between conditions as shown on the drawings and the actual or otherwise.

5.2.6.5 The Contractor shall check all drawings and shall promptly notify the Engineer-In-Charge of any omission or discrepancies from the drawings or the mis-description of details of work, which are necessary to carry out to the intent of the drawings. The Contractor shall not be relieved from performing of such omitted or mis-described details of work and they shall be required to perform as if fully and correctly set forth and described on the drawings.

## 5.2.7 **BLASTING OPERATIONS:**

5.2.7.1 Company shall undertake blasting for the areas of Contractor for removal of overburden/waste rock & excavation of ore wherever required at his risk.

- i.) Drilling of holes shall be done by the contractor at places for removal of overburden/waste rock & excavation of ore wherever required at his own cost and as per the drill holes pattern approved in writing by the Engineer-In-charge. The Engineer-In-Charge may require drilling of additional holes by the contractor before blasting is taken up. The holes not drilled as per the approved drilling pattern shall not be taken up for blasting.
- ii.) The Company shall arrange and use the explosives & blasting accessories for the contractor works up to the specified charge factor ceiling as mentioned in tender.
- iii.) Blasting will be done by the Company as and when felt necessary by the Engineer-In-Charge and on receipt of written requisition from the Contractor in the prescribed performa duly signed by the authorized representative of the Contractor not less than two days prior to the scheduled date of blasting.
- iv.) The contractor shall not be allowed to raise any dispute as to make, type, quality and quantity of explosives, charge factor, fragmentation of rock, toes at the mining faces, time and frequency of blasting etc.
- v.) The Company shall not entertain any claim or dispute of the contractor on account of blasting or non-blasting or idling of his/its equipment or his/its labour during the execution of this work.
- vi.) The Contractor shall provide necessary assistance in blasting as per the direction of Engineer-in-charge
- vii.) In case any misfire/ blown out of holes, Contractor will be required to re-drill the holes as per the directions of the EIC and Contractor shall not be entitled for any claim, additional payment whatsoever.
- viii.) In case if it is established that the frequent failure of blasts are on account of poor quality of explosives and accessories and company

decides to claim damages from the suppliers of the explosives and accessories then any amount if recovered may be reimbursed to the contractor up to the extent of expenses for re-drilling required to be carried out by him. The decision of the Company in this regards shall be final and binding on the contractor

5.2.7.2 At the time of blasting for the areas being worked by the Company or by the other contractor/s, the Contractor shall be required to vacate the areas if the area/s fall within the blasting danger zone, worked by him for which the Contractor shall not be entitled for any claim, additional payment whatsoever.

5.2.7.3 For carrying out blasting in the areas being worked by Contractor, the Contractor shall make necessary arrangements and provide assistance to the company in amicably resolving the issues related to vacating those areas in private lands/dwellings falling within the blasting danger zone.

#### 5.2.8 **CLEARANCE OF THE ROADS AFTER BLASTING**

If during the blasting operation any of the Company's roads get blocked or damaged /endangered, the Contractor shall be under obligation to restore/repair the same at his/its own cost immediately. However company will also clear off road blockages at the earliest if contractor's roads get blocked or damaged during blasting operations in working area of the Company.

#### 5.2.9 **CO-ORDINATION WITH DEPARMENTAL WORK OF THE COMPANY**

Presently departmental work is also going on in the CDE Block of Jhamarkotra Mines. The contractor is required to work out their schedule of work in close co-ordination /consultation with the Engineer-In-Charge of the Company. At the time of blasting in the areas being worked departmentally by the Company, the contractor will be required to vacate the areas being worked by the Contractor.

#### 5.2.10 **MINIMUM DIAMETER OF BLAST HOLE DRILL**

The tonnage contemplated to be blasted per week can be possible by drilling of blast holes of such diameter (parameter) & depth & number of holes as directed by the Engineer-In-Charge in compliance of the stipulations of statutory authority and/or Approved Mining Plan/Scheme of Mining by the contractor. The contractor shall be required to be fully equipped for such drilling. Blasting will be resorted to such frequency in a week/quarter as directed by the Engineer-In-Charge.

#### 5.2.11 **DRILLING FOR SECONDARY BLASTING**

It shall be the responsibility of the Contractor to carry out secondary drilling in left out toe or in the boulders generated by blasting as directed by the Engineer-In-Charge or blasting in-charge of the company. The diameter of drill holes for secondary blasting in boulders may be of smaller diameter which shall be drilled by Jack Hammer or by pop shooting for which the Company shall make no extra payment.



## CHAPTER - 3 - SCC

### 5.3 SCOPE OF WORK

#### 5.3.1 AREA COVERED IN THE SCOPE OF WORK

The area covered in the scope of work in this tender document include area of excavation in Western Pit (A Ext.,A &B Blocks) of Jhamarkotra Rock Phosphate Mine which has been specified in the tender document.

The area as defined above have been marked on the composite surface plan at annexure-G. Management of RSMML at its sole discretion may increase or decrease the area or alter the boundary line /limits of the pit/block in case of urgency/ requirement of the company.

#### 5.3.2 SCOPE OF WORK

##### 5.3.2.1 Scope of work for Western Pit (A Ext., A &B Blocks) generally shall include but not limited to the followings:

Subject to the terms and conditions as herein above and hereinafter mentioned the Contractor shall undertake, and complete work of excavation and removal of overburden/waste rock etc. and mining of ore in these areas as shown on the plan annexed here to as Annexure-G, which shall in general and inclusive of excavation, removal, transportation, disposal, dumping, dozing, levelling and spreading of overburden at the specified/earmarked dump yard/s, including final dressing of mine benches, faces and sides, slopes etc conforming to the specified bench configuration as mentioned in tender document and mining of Rock phosphate ore encountered during the excavation and removal of overburden/waste rock from these areas and transportation of the same to the crushing plant/s or ore stack/s as may be required and/or advised by the Company from time to time, including drilling, mucking, loading, unloading and stacking, dozing, levelling etc., with all leads and lifts involved in connection with the excavation and removal of the overburden/waste rock and mining of ore from the said area/s and including all preparatory work, dressing, finishing, construction and maintenance of approach/haul roads and other allied operational work etc., pertaining thereto and/or relating to the excavation and removal of overburden/waste rock and mining of Rock Phosphate ore, necessary working arrangements with private tenants of land/dwellings during entire mining operation as mentioned in tender document, etc. from the areas Western Pit (AExt.A &B Blocks) as aforementioned on turnkey basis.

#### 5.3.3 ALLIED AND PREPARATORY WORK:

The allied work aforesaid shall also include installation, maintenance of power line, water line and supply arrangements etc construction & maintenance of temporary structures/Buildings etc. & security of their establishment as may be necessary and/or required for carrying out the excavation operations covered by the contract. Necessary preparatory work like dismantling of structures including electric power lines, if any, removal of bushes, cutting of ditches/drains, if any, will have to be done by the Contractor at his/its cost.

#### 5.3.4 CONSTRUCTION OF ROADS, FOOTPATHS ETC:

##### 5.3.4.1 Existing roads have generally been shown in the plans enclosed with the contract document; the Contractor will be responsible for construction, widening and maintenance of roads, trenches for roads, if any, including haulage roads, wherever required for execution of this work or works.

5.3.4.2 All the roads, wherever required shall be constructed in accordance with the alignments and specifications as per MMR, 1961 &/or as approved by the Company. The plan showing the alignments, realignments and specifications of Sumps /Tube Wells / Peizometers /laying of pipe lines/ drains etc and approach roads which the contractor proposes or is required to construct shall be submitted to the Company and construction thereof shall be done as per the written approval from the Engineer-in-Charge.

5.3.4.3 The Company reserves full rights to use such roads, etc. which are, constructed by the Contractor without any liability whatsoever devolving on the Company. Such approach roads, etc. shall become the property of the Company without any liability.

5.3.5 **SUBMISSION OF EXCAVATION MONTHLY PLAN:**

The contractor will be required to submit plan of excavation on the 22<sup>nd</sup> of the preceding month and the excavation/removal of ore/OB will only be allowed as per the plan approved by the Engineer-In-Charge.

5.3.6 **DRILLING, BLASTING, TRANSPORT, DISPOSAL ETC:**

The scope of work in the areas covered under scope of work also includes but is not limited to following:

- i.) Drilling, excavation, loading, unloading, transport and disposal including dozing, spreading of the overburden/waste rock in the proposed dumping yard/s as per direction of Engineer-In-Charge.
- ii.) Contractor has to accept and confirm that blasting will be taken up by the Company at his risk and in accordance with the terms and conditions of the tender & contract document.
- iii.) Excavation and mucking of Rock Phosphate ore available from the different areas and its transportation to the crushing plant/s or ore stacks including drilling, mucking, loading, unloading and stacking, dozing, leveling etc. as per the directions of the Engineer-in-Charge.
- iv.) Different types of rock phosphate ore i.e. High Grade Ore (HGO), Low Grade Ore (LGO), Mixed/ Medium grade ore and Secondary Rock Phosphate Ore (recovered from Overburden/waste) shall be transported to the designated stack yards located around crushers or any other stack yard strictly as per the directions of Engineer- in-charge.

5.3.7 **FINAL DRESSING:**

- i.) Final dressing of the bench floors and bench faces shall be done by the Contractor as per the scope of work defined and conforming to the specified bench configuration as mentioned in tender. All overhangs and loose rocks shall be dressed down.
- ii.) Any ore at the contact of the ore body has to be separately mined and transported to the crushing plant/s. Care has to be taken to avoid admixture of ore with waste rock by proper cleaning of Ore and waste contact.
- iii.) Final dressing on hanging wall & footwall side is being taken for the purpose of slope stability. Final dressing of faces and floor shall be done in such a manner as directed by the Engineer-In-Charge. The bench sides have to be dressed and slope at specified angle and bench floor provided with cross gradients for proper drainage of water. The final berm widths shall be maintained as per the

design/layout/drawing supplied from time to time and as per directions of Engineer-In-Charge.

5.3.8 **BENCH GEOMETRY:**

Benches are required to be excavated on hang wall & footwall depending upon the configuration of the area at the time of commencement of work. The final configuration of benches should be conforming to the specified configuration of benches as mentioned in tender document. The Contractor may make sub benches at suitable levels to suit their working arrangements and in compliance of statutory requirements. However, these sub-benches will have to be excavated before the work is taken as complete. The safety berm at each bench level shall be strictly be left as prescribed and approved by the Engineer-In-Charge.

5.3.9 **CONSTRUCTION OF SUMPS, DRAINS ETC.:**

The contractor shall make its own arrangements for pumping out water from the pit so as to keep the pit dry for undertaking safe mining operations, at no extra cost to the company

5.3.1 **SPECIAL CONDITIONS:**

There are special conditions applicable to all the area/s of contract; however there are some specific special conditions applicable to specific area, which are described as under. Besides the scope of work described elsewhere in this tender document, the scope of work for the area/s Central Pit (i.e. C, D & E Blocks) is also inclusive of but not limited to the following:

5.3.10.1 **Special conditions applicable for Central Pit (C, D & E Blocks)**

- i.) The contractor shall carry out excavation work in the area Western Pit consisting A Ext., A & B Blocks as per the plan of benches, sequence of operations, time schedule etc as approved by the Engineer-In-Charge from time to time during the execution of the work.
- ii.) The contractor shall abide by the applicable statutory approvals accorded to RSMML by the concerned governing agencies like, DGMS, IBM time to time may be in the form of permission under 106(2)(b) of MMR or Scheme of Mining, PMCP etc.
- iii.) The excavation and removal of overburden and mining of ore from the area shall be carried out in accordance with the layout, limits & extension of each bench as per the plan approved by the Engineer in charge.
- iv.) Any loose rock dumped/ stacked earlier and/ or lying over these areas may be required to be re-handled and disposed of at the specified dump/stack yard/s. Computation of the quantity so excavated and or re-handled shall be subject to deductions for voids at the rate 30% from the measured quantity for determining BCM. Billing and payments at the contract rate shall be made of such measured quantity of overburden/ waste/ secondary ore/ Rock Phosphate ore in BCM.
- v.) Drilling and blasting has to be done near the pit limit area in such a way that there is no shattering and back break beyond the finished line of bench. Contractor shall essentially drill additional row of drill holes at the final bench/pit limit, which is to be kept uncharged for the purpose of pre-splitting after blasting. All loose boulders overhangs/toes will have to be dislodged and dressed by the

- contractor. Over excavation beyond the finishing line will be the responsibility of the contractor.
- vi.) The Contractor has to make necessary arrangements for drainage and pumping of water so as to keep the surface/rainwater away from the slope for smooth and safe working
  - vii.) The drilling & blasting shall be carried out in such a way so as to ensure the mining of Rock Phosphate ore, secondary ore and overburden/waste rock separately. Care shall be taken to avoid admixture of ore with waste rock. When any blasting in overburden/waste rock is carried out, the contractor shall ensure that the ore in the vicinity has been removed and no ore is buried or intermixed with waste rock.
  - viii.) Drilling in ore/secondary ore shall be carried out as per directions of Engineer-In-Charge. All the drilled holes in ore/secondary ore shall be required to be properly sampled & examined by the Quality Control department for ascertaining the quality. Contractor shall submit proper plan for proposed blasting of drilled holes in ore/secondary ore to the quality Control Department. Blasting of holes drilled in ore/secondary ore will be allowed only after verification by Engineer –In-Charge.
  - ix.) The contractor shall properly clean the contact of ore and overburden /waste rock /secondary ore strictly as per the instructions of Engineer-In-Charge and shall ensure that no ore is lost or diluted in the process. Excavation of overburden/ waste rock/ secondary ore at the ore-waste rock contact zones has to be carried out in such a way so as to avoid any admixture of ore with the waste rock and the contractor shall ensure that the ore does not get covered /buried under the overburden waste rock. The company will not entertain any claim of the contractor on account of any idling of equipment and/or time loss etc. for cleaning of ore contact and other ore cleaning/development activities.
  - x.) After exposure of the ore, the mining of ore in contact will commence only after survey of the ore face in contact & as per instructions from the Engineer-In-Charge. The area of ore mining will be demarcated by the Engineer-In-Charge and the contractor will do the ore mining only from the demarcated area.
  - xi.) If at any time, due to structural deformation, folding, faulting, shattering & fragmentation of ore zone, in-situ measurement for determination of ore quantities in BCM is not possible and if so decided by the Engineer-In-Charge, the quantity in Bank Cubic Meter of such ore excavated from the deformed, shattered, folded, fragmented & faulted zone and transported to stacks near crushing plant/s, will be ascertained by survey of such ore stacks on periodical basis and 30% deductions for voids will be made in the quantity so measured of ore transported to crushing plant/s and ore stacks. This quantity will be deducted from quantity of excavation and removal of overburden/waste/secondary ore measured in-situ so as to avoid duplicity of quantity measurement, both in field as well as stacks located near the crushing plant/s.
  - xii.) The in-situ quantity measurement of ore shall be done by such method/s as the Engineer-In-Charge may consider just and appropriate for the class of work measured including but not limited, to the methods of average area computed from cross section, plans, grid system or topographic contours etc. The quantity of ore if

measured separately shall be deducted from the overall quantity of rock surveyed/ measured, so as to avoid duplicity of quantity measurement. In the event of possibility of submerge under water of any face after excavation, contractor may request for survey measurement and the measurement so taken shall be treated as final measurement unless area is found suitable for final measurement & no dispute shall be entertained in this regard.

- xiii.) Contractor may carry out the proper & detailed survey, through suitable survey methods, for ore-waste contact on hanging walls & footwall sides, as per the directions of Engineer-In-Charge. Mining of Rock Phosphate ore & waste rock on footwall side will be carried out only after proper detailed survey of ore-waste contact on hanging wall & footwall side respectively. Based on such survey measurements contractor shall be required to prepare & submit proper plans/section of ore zones as per the instruction of Engineer In-Charge. The contractor shall examine all pros and cons and its impact on the performance & progress of work. The company will not entertain any claim on this account.
- xiv.) Before blasting of drilled holes in ore/secondary ore, sampling of the holes may be done by the contractor as per the instructions of the quality control department of mine, for verification of the quality of ore. Blasting of drilled holes in ore/secondary ore will be done after the quality has been ascertained from the analysis of the results obtained from RSMML's chemical laboratory. Blast plan at H/W contact, F/W contact, Ore and OB/waste is required to be verified by quality control department.
- xv.) The contractor will be required to excavate, transport, unload, stack etc. different types of rock phosphate ore i.e. High Grade Ore (HGO), Low Grade Ore (LGO), Mixed/ Medium Grade Ore and Secondary Rock Phosphate Ore (recovered from the overburden/waste) encountered during excavation, to the designated stack yards located around existing crushers or any other stack yard strictly as per directions of Engineer-In-Charge, without any additional cost to the company.
- xvi.) A part of ore zone of the area AB Pit is shattered & fragmented due to faulting of ore bed. The ore in this faulted zone occurs as fragmented blocks intercalated with overburden/waste rock. Contractor shall be required to selectively & separately mine out the ore from this part of ore zone and shall ensure that no ore is lost in the process. Excavation of ore from this faulted ore zone shall be carried out in such a way so as to minimize admixture of ore with the overburden/waste rock and the contractor shall ensure that the ore zone does not get covered/buried under the overburden waste rock. Due to shattered & fragmented nature of faulted ore zone of area AB Pit, insitu measurement for determination of ore quantities in BCM in not possible. The quantity in Bank Cubic Meter of ore excavated from the shattered, fragmented & faulted zone and transported to stacks near to crushing plant/s, will be ascertained by survey of such ore stacks on periodical basis and 30% deductions for voids will be made in the quantity so measured of ore transported to crushing plant/s and ore stacks. This quantity will be deducted from quantity of excavation and removal of overburden/waste/secondary ore measured insitu in Area AB pit so as to avoid duplicacy of quantity

- measurement, both in field as well as stacks located near the crushing plant/s.
- xvii.) While mining & transporting ore, contractor has to ensure that no oversize boulders (any dimension more than 50 cm) are transported to crushing plants. Oversize boulders (more than 50 cm) transported to crushing plants, if any, shall be transported back to the respective mine site for further re-drilling & blasting at the cost of contractor.
  - xviii.) The contractor shall be allowed to clean the contact of overburden/waste rock and Rock phosphate ore/secondary ore, excavate & transport ore/secondary ore to crushing plants, designated ore stack/s and secondary ore stack/s during day light hours from 8.00 AM to 07.00 PM only in all working days.
  - xix.) The ore transported to the crushing plant/s and which is found to be contaminated with waste rock shall not be paid for. The entire contaminated ore shall be removed and dumped at the earmarked area for such contaminated ore by the contractor at his cost. The contractor is also liable to pay damages for such contaminated ore at the prevailing selling price of (HGO/LGO as the case may be). The contractor shall also ensure that no ore is lost during excavation, removal and transportation failing which; the contractor shall be liable to pay damages assessed as per the selling price of ore prevailing at that time.
  - xx.) The contractor shall ensure that ore transported from the mine Block is unloaded only at specified stack locations at the crushing plant/s and/or designated ore stacks. In case of unloading of transported ore to non-specified locations or to locations other than instructed, such unloaded ore shall be removed and dumped at the earmarked area for such ore by the contractor at his cost. The contractor shall also ensure that no ore is lost and/or contaminated during the process of such removal & shifting failing which, the contractor shall be liable to pay damages assessed as per selling price of ore prevailing at that time.
  - xxi.) Departmental & / or contractor's activities are going on in A, B, C, D, E & F block areas. The contractor has to ensure that as a result of his/its activities the departmental activities and activities of other contractors working in this area/s are not interrupted, endangered and affected. The Contractor has to ensure that roads are not blocked or endangered as a result of his activities. Further, if any of the existing roads is required to be excavated, it shall be taken up only after an alternative road is made available as per the specifications approved by the Engineer-in-Charge so as to pass traffic to/ from departmental workings &/or other contractors working.
  - xxii.) The excavation and removal of overburden from the hanging wall shall extend up to the limit as marked on the plan from the configuration prevailing at the time of commencement of work. The excavation & removal of waste rock from footwall side of ore body of these areas is for making benches. The overburden/waste rock excavated from hanging wall and footwall side of ore body is required to be transported to dump yard. The approximate location of these dump yards has been indicated on the plan at Annexure 'G'. The position of dumps in the plan (Annexure G) is only approximate. With continued dumping of OB/Waste rock, the dumps would be advanced.

- xxiii.) Any excavation to be taken up for making haul roads approach roads or for any other purpose out of the working area of Western Pit (A Ext.,A &B Blocks) and/or out of designated pit limit will be at the cost of contractor.
- xxiv.) The contractor shall examine all pros and cons and its impact on the performance & progress of work in all the areas. The company will not entertain any claim on this account.
- xxv.) After completion of the work by the contractor in these areas, the company/other contractors shall resume activities in these areas for further mining activities. The contractor has to ensure that the area is rendered suitable for the above purpose and necessary approach roads, bench feeder roads are available and no further preparatory work needs to be done by the company/other contractors.
- xxvi.) The Contractor shall carry out the excavation work in these areas in such a manner that higher benches are excavated first before opening a lower bench as far as practicable and possible.
- xxvii.) The contractor shall ensure that no extraneous material including metallic piece is loaded and transported in trucks/vehicles to crushing plant/s or other dump places. Any such metallic pieces shall be sorted out and stacked away.
- xxviii.)The company shall not be responsible for any delays/loss in production of the contractor, on account of above mentioned precautions and procedures/ process to be taken by the contractor. No compensation of whatsoever nature to the contractor will be allowed for any of the above reason/s.
- xxix.) The contractor shall be required to prepare the approach road/s to the dumping yard by dumping of overburden, its spreading and leveling. However any excavation required to be carried out for this purpose outside the contracted area shall be at the cost of contractor.
- xxx.) The Contractor has to exercise utmost caution so that there is minimum rolling down of the boulders towards the quarry side and all the material excavated is dumped at the assigned places. The material falling towards the quarry side will have to be removed by the Contractor at his cost and disposed off at the waste dumps.
- xxxi.) The area of one dump may be used by more than one agency. In such an eventuality the contractor shall have to provide access / free passage to the man and machinery of other agencies to such dump yard.
- xxxii.) Different grade of ore from different Blocks/blocks is stacked at particular place at specified crusher / stacks. A competent person /spotter shall be deputed at such place for proper and safe unloading of ore in each shift. Ore will be required to stack at specified place by proper leveling and stacking by deploying suitable equipment.
- xxxiii.)Proper water sprinkling is required at the time of transportation & loading/unloading points of material for dust suppression.
- xxxiv.)The contractor shall abide and comply with the specific recommendations of the 10<sup>th</sup> / 11<sup>th</sup>Conference on Safety in Mines, applicable to contractor's work at mines. In this regard contractor shall submit the compliances report of the above recommendations to the Mines Manager at the frequency as decided by DGMS. Contractor shall strictly comply the same without any additional cost.
- xxxv.) Contractor shall have to make all necessary arrangements for proper illuminations at the working face(s) ,haul roads as well at the active

dump face (s) even by using diesel operated mobile lighting (illumination) towers at its own cost.

xxxvi.) Installations like site offices electrical illumination tower, electrical line, pumps & pipeline etc and private lands/ establishments are within the danger zone of blasting. Adequate & necessary precautions have to be taken at the time of blasting for safety of man, structures & machines including evacuation of human & cattle in this area without any additional cost whatsoever to the company.

xxxvii.) Contractor shall have to make all necessary arrangements for proper illuminations at the working face(s) as well at the active dump face (s) even by using diesel operated mobile lighting (illumination) tower at its own cost.

xxxviii.) The contractor can only take up the work of excavating benches on footwall slope after mining of ore from that level has been done.

xxxix.) The overburden/waste rock mined from Area Western Pit (A Ext.,A &B Blocks) is required to be dumped on footwall side in the specified dump yard/s. Location of dumping yard and HGO/LGO Crushing plant/s have been shown on the plan placed at Annexure G.

#### 5.3.10.2

#### **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 area Western Pit (A Ext.,A &B Blocks) marked on the plan at Annexure G. 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 shall have a right to stop the work in any part of the area assigned to the contractor & asked the contractor to work in the alternative area. Decision of Engineer-in-charge shall be final & binding in this regard. No claim for reduced allotment of area, shifting of work to other alternate area or stoppage as above shall be entertained by the Company.



## CHAPTER 4 – SCC

### 5.4 QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC. AND COMPENSATION FOR DELAYS AND SHORTFALL ETC.

#### 5.4.1 APPROXIMATE QUANTITIES OF EXCAVATION INVOLVED

The total quantities to be excavated & removed will be approximately 45.00 Lac BCM.

Area	Approx Quantity (In Lac BCM)		
	Ore	Overburden /Waste Rock	Total Rock
Western Pit (A Ext.,A &B Blocks)	4.25	40.75	45.00

#### Notes:

- i.) The quantities set out by the company in the excavation schedule or quantities annexed to contract document are only indicative quantities depicting magnitude of work and they shall not be taken to be actual and correct quantity to be executed by the Contractor in fulfillment of his/its obligations under the contract and the company is not bound by any variations. However, at the end of the contract period, a variation of  $\pm 3\%$  in the total quantities of ore as specified in the above table shall be allowed and Company will not levy compensation, if the shortfall remains within the prescribed limit of  $(-3\%)$  at the end of the contract period. At the end of the contract period, the contractor would, however, be required to maintain the overall scheduled stripping ratio as given in the Clause No. 5.4.7 & limitation of payment vide Clause No. 5.6.9 of the Tender Document..
- ii.) The excavation & removal of waste rock/overburden/ secondary ore and mining of ore and its transportation to waste dumps/ore stacks/crushing plant/s shall have to be carried out as per plan, time schedule and sequence of operation as per direction of the Engineer-In-Charge.
- iii.) The company reserves the right to make any alteration/addition in the area for the contracted quantity as above including allotment of work in other alternate areas.
- iv.) The Contractor shall have to abide by annual schedule of work as mentioned in the tender document.
- v.) In case at any time the performance of the contractor as a whole or in part is not found satisfactory, then the company will issue notice, giving seven days time to improve the same. If the Contractor fails to improve its performance within this period of seven days, then the Company may get that part/the entire work done by other agency at the risk & cost of the Contractor without any further notice.
- vi.) The quantity of usable quality of Secondary ore recovered from the overburden/waste rock of the mine and transported to the earmarked stacks located near the HGO/LGO crushing plant/s is not certain. Contractor has to transport such quantities as ascertained from time to time by the Engineer-In-Charge. No claim shall be entertained on this account.
- vii.) In case the contracted quantity is completed as per instruction of the company ahead of time schedule, the company at its sole discretion can decide to permit the contractor to complete the scheduled contract

period by providing additional quantum of work on same rate, terms and conditions of the contract.

#### 5.4.2 **VARIATION IN WORK**

5.4.2.1 The company reserves its sole discretion and right to vary the annual or total quantum of work under contract schedule up to  $\pm 10\%$  during the currency of contract and the contractor will execute the work on same rate, terms and conditions. However, such variation in quantum of work shall be in proportion to the scheduled quantum of work of the remaining period for which variation is being exercised. The Company will communicate the same to the contractor by serving one month advance notice. In the event, quantum of work is required to be varied beyond the above mentioned tolerance limit, then the company will notify the same with at least 15 days notice to settle the matter mutually.

5.4.2.2 Due to the proximity of private lands in and around the active mining area, the quantity of ore and overburden mentioned in the document is tentative; this quantity may vary subject to the availability of land for mining during the pendency of the contract. No claim shall be entertained for any such variation in quantity.

5.4.2.3 Geo technical study of the mine is going and its phase-1 is concluded. The phase II and Block optimization exercises are there in process and may affect the scheduled quantity of rock. In case of variation, if any, it will be intimated to the contractor. No claim shall be entertained for any such variation in quantity.

5.4.2.4 The schedule of excavation may subject to be modified if felt imperative by the company in writing from time to time.

5.4.2.5 The contractor shall neither be entitled nor be eligible to raise any claim on account of their vehicles/machine/manpower being idle on any day or for any period.

#### 5.4.3 **ACTION TAKEN BY THE COMPANY IN CASE NON ACHIEVEMENT OF PRODUCTION AND TARGETS:**

- i.) In case of failure to commence the work within stipulated period then company may cancel/terminate the award of work which has been made in favour of the contractor and EMD/SD will be forfeited.
- ii.) In case of failure to produce for a continuous period of seven days due to breakdown of machine or any other reason for which the contractor is responsible and/or in cases of frequent breakdowns of machine resulting in loss of production, the Company at its sole discretion and without prejudice to other rights may terminate the contract &/or shall be empowered to engage other outside agency, at the risk and cost of the contractor for execution of remaining part of work of the contract.

#### 5.4.4 **WORKING HOURS:**

The work of excavation shall be carried out during such hours as may be directed by the company.

#### 5.4.5 **TIME SCHEDULE FOR :**

**Commencement of work:** Within a period of 30 (Thirty) days, from the date of issue of Detailed Letter of Acceptance (DLOA).

#### 5.4.6 **PERIOD OF CONTRACT**

5.4.6.1 The period of contract shall be Three Years (36 months) from the date of issuance of the Detailed Letter of Acceptance (DLOA). The contractor shall complete the entire work within the period of three years to the entire satisfaction of the company in conformity with all the terms and conditions

of the contract and instruction/s given by the Company and/or Engineer-In-Charge from time to time and hand it over to the Company after completion.

5.4.6.2 The above period Three years includes the period of 30 days allowed for commencement of work reckoned from the date of issuance of DLOA. However, the Contractor shall use these 30 days for doing necessary preparatory works and mobilization. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc. .

5.4.6.3 *The company reserves the right of termination of contract at any time assigning reasons thereof & giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.*

5.4.6.4 Extension of Scheduled Completion Time:

- i.) If the contractor desires an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-In-Charge within ten days of the date of such event, 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 his 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.
- ii.) Failure or delay by the Company to hand over to the Contractor possession of the land necessary for the execution 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 damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.
- iii.) The decision of the company as to the need for grant of extension of time to the Contractor shall be final.

#### 5.4.7 **WORK COMPLETION SCHEDULE**

Time is essence of this contract. The Contractor shall fully and finally complete the entire work covered by the contract within the period of 36 months from the date of issue of DLOA.

5.4.7.1 The Contractor shall have to complete the contracted quantity as per following tentative schedule.

All Quantity in Lac BCM

Area	Particulars	Year- 1	Year- 2	Year- 3	Total
<b>Western Pit (A Ext.,A &amp;B Blocks)</b>	Ore	1.45	1.40	1.40	4.25
	O/B	13.75	13.50	13.50	40.75
	<b>Total Rock</b>	15.20	14.90	14.90	45.00

The annual schedule may further be divided into monthly/quarterly schedule as per the requirement and as per the directions of Engineer-In-Charge. This schedule is subject to modification by the company in writing from time to time.

- 5.4.7.2 The Year-1 will commence from the date of issuance of Detailed Letter of Acceptance and will be completed after a period of 12 months. The second year to fifth year will be of next 12 months after completion of preceding years respectively. Similarly the Quarter will be the period of three months.
- 5.4.8 **COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR SHORTFALL IN THE EXECUTED QUANTITIES :**
- 5.4.8.1 In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% of the annual contract value on fortnightly basis will be recovered. The tendered quantity on prorata basis will be considered to calculate annual contract value. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit the earnest money deposit (EMD) & /or security deposit (SD) in case the compensation reaches beyond 2%.
- 5.4.8.2 In case the Contractor fails to adhere to the schedule as per tender he shall be liable to pay to the company agreed and predetermined compensation as mentioned hereunder for such shortfall;
- i.) Failure to adhere to the annual schedule for OB & Ore separately and for each year without reasons to the satisfaction of Company the contractor shall be liable to pay predetermined & agreed compensation @ 10% of the remuneration payable for the actual shortfall in quantity, but it will not absolve the contractor to fulfill his contractual liabilities.
- ii.) The shortfall of first year is to be made up in the Second year. In case if the shortfall is not made up in the Second year, then compensation shall be levied on the remaining shortfall in the schedule quantities of first year. Similarly the shortfall quantity of second year, are to be made up accordingly in the third year.
- iii.) If annual scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of contractor, shall be final and binding on the contractor.
- 5.4.8.3 In case the Contractor fails to complete the entire work of the total contract period within scheduled/extended time from the date of issuance of DLOA, the contractor shall be liable to pay compensation @0.5% (Zero point five percent) of the total value of the contract in addition to the compensation mentioned at above clauses and subject to provision of clause no.5.4.1& 5.6.9 of tender document.
- 5.4.8.4 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. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills or any sum due or will become due with the company on account of any work of the Contractor and the Contractor shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other rights and remedies available in the contract.
- 5.4.8.5 Over and above the Compensation on shortfall in execution of work, the company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor and in that event, the company shall be entitled to recover from it

the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

5.4.8.6 The compensation so paid/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 the contract.

5.4.9 **RIGHT TO REVIEW PERFORMANCE**

i.) 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.

ii.) 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. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

5.4.10 **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.

## CHAPTER 5 – SCC

### 5.5 PROCEDURE FOR MEASUREMENT OF QUANTUM OF WORK DONE BY THE CONTRACTOR

#### 5.5.1 SETTING OUT WORKS

- 5.5.1.1 The Company shall furnish to the contractor information regarding survey stations and level, bench mark level and the Contractor shall set out the works at his cost and shall provide competent staff as may be necessary and required under rules and regulations and shall be solely responsible for the accuracy of such survey and setting out.
- 5.5.1.2 The contractor shall depute an authorized surveyor within 10 days of the issuance of Letter of Acceptance for taking the initial ground levels of the working area proposed to be worked by the contractor under this contract. All survey reports shall be jointly signed by the authorized representative of the Company and the Contractor.
- 5.5.1.3 The Contractor shall be responsible for providing, fixing and maintaining at his cost all stakes, plates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance, should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance at his/its cost of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed for the Contractor. The work shall be set out to the satisfaction of the Engineer-In-Charge. The approval thereof or rendering any assistance by the Engineer-In-Charge in setting out the work shall not relieve the Contractor of any of his/its responsibilities and obligations.
- 5.5.1.4 Before beginning the works, the contractor shall at his/its own cost, provide all necessary reference and level posts, pegs, bamboo's, flags, ranging rods and other materials etc, for proper layout of the work in accordance with the scheme acceptable to the Engineer-In-Charge. 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 Total Station to be set over it. The contractor shall start no work until all these points are checked and approved by the Engineer-In-Charge in writing but such approval shall not relieve the Contractor or any of his/its responsibilities. The Contractor shall also provide to the Company – competent surveyor, all labour, material and other facilities, as necessary, free of cost for the proper checking of layout and inspection of the points during the progress of work.
- 5.5.1.5 Pillars bearing geo-deistic marks located at the sites of works should be protected.
- 5.5.1.6 *The Company shall also carry out annual survey for which contractor shall clean the mine faces to the maximum extent so that the annual survey quantity be ascertained more accurately*
- 5.5.1.7 On completion of the works, final survey shall be carried out and the Contractor shall submit the field engineering details and survey documents, the geo-deistic documents according to which the work was carried out.

#### 5.5.2 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

- 5.5.2.1 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work.
- 5.5.2.2 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 interference's that might impair the accuracy of the results. At times, on request 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.

5.5.2.3 No extra or additional payment will be made to the contractor for such discontinuance of work or delay occasioned by the Surveyor's establishing or checking lines or grades or making other measurements or by the Engineer-In-Charge inspections and no extension of time will be allowed for such delay

5.5.2.4 Contractor will carry out his own assessment of excavated quantity by measurement on half yearly and annually through his surveyor. In the last year of contract, contractor will carry out measurement quarterly, half yearly, annual or any shorter interval through his surveyor on regular basis, so that at the end of contract period total quantity shall not be more than tendered quantity except permissible variance.

### 5.5.3 **DETERMINATION OF VARIOUS PARAMETERS**

For the purpose of this contract the determination of various parameters, viz. Chemical and physical analysis of mineral/waste/etc., volume to weight conversion factor (insitu/loose), size determination of mineral/waste/etc., weight of material, various survey and related parameter, any other parameter whose determination is required in terms of contract etc., as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Contractor. In case the contractor desires he can associate its representatives during the determination of these parameters by the company, for which he can inform the Engineer in Charge.

## CHAPTER 6 – SCC

### 5.6 PAYMENT TO THE CONTRACTOR & CERTIFICATES

#### 5.6.1 CONTRACTOR'S REMUNERATION:

- 5.6.1.1 The remuneration to be paid by the Company to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of 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.
- 5.6.1.2 The rates quoted by the contractor shall remain firm, except as provided in the tender document, till the issue of final certificate and shall not be subject to escalation/de-escalation as provided elsewhere in the tender document. Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Company by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-In-Charge 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 on or described specifically in contract documents.
- 5.6.1.3 Without in any way limiting the provisions of the preceding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, pumps, materials, labour, Supervision and logistic charges, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 5.6.1.4 The schedule of rate shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, accessories, materials of whatsoever kind for the works and shall include an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or 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 borne by the Contractor.
- 5.6.1.5 No exemption or reduction of customs duties, excise duties, sales tax or any import duties, special Road Tax, Road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess, taxes or charges (from or any other body), whatsoever will be granted or obtained & element of all of which expenses shall be deemed to be included in and covered by the schedule of rate. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
- 5.6.1.6 The schedule of rates 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 his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. 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, statutory or otherwise on any other ground or reason or accounts whatsoever.

5.6.2 **PROCEDURE FOR MEASUREMENT/BILLING OF WORK-IN-PROGRESS:**

5.6.2.1 All survey measurements shall be monthly and in metric system. All the works in progress will be jointly measured by the representatives of the Engineer-In-Charge and the contractor's authorised agent progressively. Such measurement will be got recorded on the basis of excavation configuration in the measurement book by the Engineer-In-Charge or his/its authorised representative and signed in token of acceptance by the Contractor or his/its authorised representatives. For the purpose of 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-In-Charge. If, however, he absents for any reason whatsoever, the measurements will be taken by the Engineer-In-Charge 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-In-Charge 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-In-Charge for greater accuracy prismoidal 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 computerised survey and computation methods for measurement of quantities. The contractor shall not raise any dispute whatsoever on this account. The dividing limits, lines or plans between adjacent items or classes or excavation or other type of works where not definitely indicated on the plans, or in the specifications shall be determined by the Engineer-In-Charge.

5.6.2.2 Contractor shall give in writing the request for measuring the quantity of rock excavated by him for the running account bill period, to EIC mining contracts. The contractor should specifically mention the co-ordinates where the excavation was carried out by him for that running account billing period, to be consider for measurement.

5.6.2.3 Notwithstanding anything contained herein above in order to minimise the chances of discrepancy arising out of the projected excavation and actual excavation, the company reserves the right to make available to the contractor additional cross sections across the strike length of the area covered within the purview of this work under the contract. Such additional cross section in turn shall be taken by the Contractor as reference section for the aforesaid purpose.

5.6.2.4 The Company reserves the right to associate third party for carrying out original, annual and final excavation survey at regular intervals. The Contractor's remuneration under this agreement will be subject to such surveys and adjustment or any discrepancy found thereof. The Company will have sole discretion to appoint Government or Semi-Government or private surveying agency(ies) like the Directorate of Mines & Geology, survey of India, Indian Bureau of Mines etc and the Contractor will be bound by such

survey/s without any claim of additional payment for the same.

5.6.3 **BASIS OF PAYMENT:**

The basis of payment shall be the quantity as measured by survey at mines, on monthly basis.

5.6.4 **ELECTRICAL POWER**

When the Company is providing Electrical power upto the limitations as mentioned in tender and the actual consumption and Power factor are beyond the ceiling as mentioned in that clause then the recovery shall be made from the contractor's running bill as deemed just and proper by the Engineer-In-Charge.

5.6.5 **DIESEL**

5.6.5.1 The Contractor has to make its own arrangements for Diesel & lubricants procurement and storage. However the company shall make available appropriate size of land for setting up of diesel dispensing unit, arrange and obtain No objection certificate from local authority in respect of said land. The Contractor has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost for setting up and operation of diesel dispensing unit.

5.6.5.2 The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the period of this contract. Only variation on account of change in the market price of diesel (HSD) will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The price variation on account of change in diesel price for the work will be computed based on notional consumption of diesel (HSD) per BCM.

5.6.5.3 The consumption norms of diesel 1.05 Liter/BCM for Western Pit ( A Ext. , A & B Blocks) shall be taken to execute the work as per tendered scope of work as norm to work out the effect of change in diesel rate.

5.6.5.4 *The prevailing retail price of diesel (HSD) of IOCL ex-Udaipur i.e.Rs 56.52. per Liter shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.*

5.6.5.5 Admissible escalation/de-escalation shall be calculated as per formula given below -

$$ES/DES = Q \times N \times (P_1 - P_0)$$

Where –

“ES/DES” means admissible escalation/de-escalation in rupees

“Q” means quantity of ORE & OB loaded & transported during specified period in BCM

“N” means notional consumption (as detailed above)

“P<sub>1</sub>” means prevailing price of diesel in Rs. Per liter

“P<sub>0</sub>” means base price of diesel in Rs. Per liter

5.6.5.6 Prevailing rate of diesel for retail consumer shall be the rate as prevailing for IOCL at Udaipur. Contractor shall furnish rate certificate of diesel from IOCL of Udaipur with every monthly bill,

5.6.5.7 Company shall reimburse/recover applicable service tax on diesel escalation/de- escalation

5.6.5.8 No other escalation on any other ground shall be payable to the contractor except as mentioned in the tender document.

5.6.6 **EXPLOSIVES:**

- 5.6.6.1 The Company shall use the explosives, blasting accessories for the work up to the charge factor ceiling of 0.55 Kg per BCM of rock excavation, and will conduct the blasting for the Contractor at his risk wherever required.
- 5.6.6.2 The Company shall arrange for the transportation of explosives & blasting accessories, blasting crew including blasters to the blasting site and will conduct the blasting.
- 5.6.6.3 The rates quoted by the contractor for this work shall be excluding of the cost of blasting i.e. the cost of explosives and its accessories (upto the charge factor ceiling as mentioned above), storage, transportation, salary and wages of crew/blasters etc or otherwise.
- 5.6.6.4 For calculation of charge factor ceiling, as specified above blasting accessories as per Annexure "E" of tender document will not be considered. Separate record will be maintained in respect of explosives consumed against the work awarded to the contractor. The representative of the contractor will be associated in the work of undertaking blasting etc.
- 5.6.6.5 The cost of the explosive quantities used by the company for the contractor in excess of the charge factor ceiling as mentioned above will be recovered from the bills of the contractor. The reconciliation of actual charge factor as against the prescribed charge factor ceiling as mentioned above will be carried out on yearly basis considering the actual quantity of explosive consumed and total rock excavated during respective years.
- 5.6.6.6 The recoveries for the quantity of explosive & blasting accessories in excess of the charge factor ceiling as mentioned above shall be made on yearly basis from the running account bills of the contractor based on rates prevailing in respective years, inclusive of taxes duties, freight etc. The prevailing yearly rate of the explosives and & blasting accessories, inclusive of taxes, for the respective year will be calculated based on weighted average of monthly average explosive cost per BCM, considering the monthly rock excavation quantities.

**Steps for calculation of such recoveries shall be as under:-**

**Step1.** Calculation of weighted rate of explosives Rs/ unit of work

The rate of the explosives in Rupees/Kg for the respective year shall be the weighted average calculated on the monthly basis for the quantities of explosives used during the respective month (rate of the explosive prevailing on the last day of month shall be considered)

**Step2.** Calculation of total excess quantity of explosives

$$EQE = TE - (QP \times C_{FC})$$

Where

EQE : Excess Explosives Qty in Kg

TE : Total Quantity of explosives used during the year in Kg

QP : Work done during the year in BCM.

C<sub>FC</sub> : Charge factor ceiling, as mentioned above.

**Step3.** Calculation of amount to be recovered from Contractor

$$RA = (EQE \times \text{Weighted average rate of explosives at Step 1})$$

Where RA: Recoverable Amount on account of explosives in Rs.

- 5.6.6.7 Service tax on use of explosives is not applicable. In case any demand of Service Tax from taxation authority is received by the Contractor then the same should be brought to the notice of the company. The liabilities of service tax on this account shall be borne by the company.

5.6.6.8 The retention of amount as mentioned above shall be made on yearly basis from the running account bill payment of the contractor. However, reconciliation shall be made yearly on cumulative basis, considering the actual quantity of explosives used for the work and total rock excavated during the respective period. If the company is required to refund the retained amount at the time of reconciliation of account at the end of year as well as at the end of the contract, the same would be refunded on the first deducted, first refunded basis. If the cumulative usage of explosive is less than the cumulative excavation at the end of the contract, total amount retained on this account shall be refunded. However, if total explosives used is found less than the ceiling norms at any given point of time, no amount would be paid to the contractor by the company for such less usage of explosives.

5.6.7 **BILLING:**

For obtaining running account payment the contractor will submit a bill in approved Performa in quadruplicate to the Engineer-In-Charge of the work/s giving abstract and detailed measurements for the various items executed during a month before the expiry of the first week of the succeeding calendar month along-with following details-

- i.) Abstract and detailed measurements for the various items executed during a month.
- ii.) Details of power consumption
- iii.) Stores items other than explosives supplied during the billing period.
- iv.) Explosive and blasting accessories arranged and used by the company for blasting in contractor's area during the running bill period.
- v.) Copy of wage payment sheet of the previous months to the employees actually employed by the contractor at Jhamarkotra Mines.
- vi.) Documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at Jhamarkotra Mines for execution of the contract and submission of this amount along with contractors contribution to the PF commissioner, for the previous month.
- vii.) The Engineer-In-Charge shall take or cause to be taken the requisite survey measurements for the purpose of having the same verified, and the admissible portion of the bill of the contractor as far as possible, shall be paid after making necessary deductions for explosives etc or adjustment/s, if any, on or before the expiry of 15 days from presentation of the bill. However no interest shall be paid on this amount.

5.6.8 **RATES:**

The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation, except as mentioned in the tender document.

5.6.9 **LIMITATION OF PAYMENT:**

- i.) Ore mining along with efficient dewatering for maintaining safe and dry pit floors is the essence of the contract. Therefore, the contractor has to adhere & maintain the scheduled stripping ratio during the currency of contract.
- ii.) In case, after the end of the scheduled first year of the contract period, an arithmetical factor K computed by the stripping ratio of excavation

executed by the contractor (OB quantity executed : Ore quantity executed) divided by scheduled stripping ratio of excavation (Cumulative OB quantity as per schedule given : Cumulative Ore quantity as per schedule given) attains the value of more than 1.20 , then payment of such excess OB excavated will be withheld till the contractor brings back the factor within 1.20 in the subsequent period on cumulative basis. However in case it is established that failure in achieving the required factor is due to reasons not attributable to the contractor, the company may consider to make the payment to the contractor.”

iii.) In any case, after the first year of the contract period, actual stripping ratio of execution by the contractor should never reach beyond an arithmetical factor K of 1.20. However, at the end of the contract period, the contractor shall be required to maintain the arithmetical factor K of 1.03, beyond which payment of excess overburden excavation corresponding to executed cumulative ore quantity shall be deducted from the final bills of the contractor. Further, no compensation on shortfall of execution in OB quantities shall be made within the prescribed limits of maintaining arithmetical factor K of 1.03 in relation to shortfall in ore quantities upto (-)3% as mentioned under clause No.5.4.1. Decision of the Company for withholding, release and deduction of amount and payment on this account shall be final & binding on the contractor No relaxation and claim on whatsoever ground in this account will be entertained.

iv.) The arithmetical factor (K) for this purpose shall be determined using the following formula:

$$K = \frac{\text{OB quantity executed (for a period)} : \text{Ore quantity executed (for a period)}}{\text{Scheduled OB quantity (for a period): scheduled Ore quantity (for a period)}}$$

Divided by (÷)

v.) Tabulation for example and understanding of the bidders / contractor is given as below:

**Tabulation for Example:**

**Excavation details for computation**

Qty in lac BCM

S. No	Contract period completed	Scheduled Cumulative Qty of OB	Scheduled Cumulative Qty of ORE	Scheduled Stripping ratio	Actual Cumulative Excavated quantity of OB	Actual Cumulative Excavated Qty of ORE	Actual Stripping ratio	Arithmetical factor K
A	B	C	D	E=C/D	F	G	H=F/G	I=H/E
1	13th Month	14.875	1.566	9.50	14.875	1.566	9.50	1.00
2	14th Month	16	1.683	9.51	16	1.566	10.22	1.07
3	15th Month	17.125	1.8	9.51	17.125	1.566	10.94	1.15
4	16th Month	18.25	1.916	9.53	18.25	1.566	11.65	1.22
5	17th Month	19.375	2.033	9.53	19.375	1.566	12.37	1.30

vi.) Payment shall be made only for the part of work done by the Contractor, under contract schedule and maximum variation limits as provided in the tender, during the entire contract period.

5.6.10 **ESCALATION/DE-ESCALATION**

No other escalation shall be payable to the contractor during the currency of the contract except for variation in statutory taxes, duties and levies & rates of diesel as mentioned in the tender document.

5.6.11 **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 seventy five days from the date of physical completion of the work, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the Contractor.

5.6.12 **PAYMENT OF CONTRACTOR'S BILL:**

Unless otherwise specifically provided, running account payment (progressive payment) will be made to the contractor by the Company keeping in view the quantum of work done and measured, approved and certified as aforesaid. The Company will deduct from all such payments statutory deductions and all dues to the Company from the Contractor including advances paid to the Contractor. The Contractor, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-in-Charge. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for stores, explosives, materials, excess consumption of electrical power (in specific case only) security deposit etc. The Company shall make payment due to the Contractor by crossed Account Payee cheques/RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp.

5.6.13 **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 authorized 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 that case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authorised to give effectual receipt for the Company.

- 5.6.14 **WAGES AND EMPLOYMENT OF MANPOWER:**
- 5.6.14.1 Contractor has to engage adequate number of workmen/supervisors/managers etc., required for execution of the contractual work. Contractor shall be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations, compliance of all laws/acts/rules etc now or hereinafter to be enacted by the Central or State Government authorities including any compensation payable in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/managers etc., engaged by the contractor for the contracted work.
- 5.6.14.2 The contractor shall have to obtain & produce the license for engaging workmen at RSMML's project site under the Contract Labour (Regulation and Abolition) Act, 1970 and its central rules 1971 before actual commencement of the work and shall start the work execution after endorsement of the same by the concerned Engineer-in-charge.
- 5.6.14.3 Contractor shall strictly observe the provisions of Rule 25(2) of the Contract Labour (Regulation and Abolition) Rules 1971 read with provisions of Contract Labour (Regulation and Abolition) Act, 1970 in respect of wage, rates, holidays, hours of work and other conditions of services etc of the workmen employed for the contract work.
- 5.6.14.4 Contractor shall be wholly responsible for payment of wages, emoluments, and charges to all of the workmen employed for the contract work every month latest by the 7th day of the following month. Contractor shall make wage payment to their workmen in the presence of an officer nominated by the RSMML and got the wages paid certified from such an officer as per requirement of the contract Labours (Regulation & Abolition) Act, 1970.
- 5.6.14.5 If the contractor fails to pay to the workers/staff/labours any dues, the RSMML may make arrangements for payment thereof after giving 15 day's notice to the contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by the RSMML.
- 5.6.14.6 The Contractor shall furnish copies of wage payment sheets along with proof of deposition of PF to the Engineer-in-charge on or before 15th of each month in respect of the preceding month and maintain proper records thereof for the aforesaid purpose to the satisfaction of the Engineer-in-charge.
- 5.6.14.7 The Company shall not reimburse at any point any claim on account of increase in the Wage structure and fringe benefits including increase on account of settlement/s between the company and recognized union or such increase as being effected on account of statutory changes in the wage structure/wage rate or increase in Industrial Dearness Allowance (IDA) due to rise in Consumer Price Index (CPI) from time to time or otherwise and/or promotional and/or other unilateral increase/benefits/incentives/interim relief or change/alteration in other conditions of service. The company shall also not reimburse at any point, increase in the rate of increment and consequential increase in bonus, leave encashment, gratuity, CPF etc due to any reason and the same shall be paid and borne by the contractor.
- 5.6.14.8 The contractor shall fully acquaint himself/itself with the prevailing industrial Environment, other conditions and all other impacts for working at RSMML's project site.

5.6.15 **WITHHOLDING PAYMENTS TO CONTRACTOR AND COMPANY'S LIEN ON MONEY DUE TO THE CONTRACTOR.**

5.6.15.1 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 responsible for such withholding of payments.

5.6.15.2 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 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.

5.6.16 **CLOSING OF THE CONTRACT**

5.6.16.1 Within seventy five (75) days from the date of physical completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden materials, structures, etc.

5.6.16.2 If the contractor shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge 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 realized by the sale thereof.

5.6.16.3 **Application for Completion Certificate:** When the Contractor fulfils all his/its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge ;

- i.) Details of item-wise quantum of work completed by the contractor
- ii.) The technical documents according to which the work was carried out.
- iii.) Three sets of calculation sheets (back up papers) thereof.
- iv.) Certificate of final levels and slopes.
- 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.
- vii.) Details of PF deposited by the contractor.
- viii.) No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- ix.) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

5.6.16.4 The Engineer-In-Charge shall formally issue completion certificate within 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/maps/specifications etc and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.

5.6.16.5 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 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.6.17 **FINAL CERTIFICATE:**

Upon expiry of the period of liability and subject to the Engineer-in-charge 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 shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.6.18 **FINAL PAYMENT AND RELEASE:**

5.6.18.1 Immediately on completion of the work, the Contractor shall submit his/its 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 deducing all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

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

5.6.18.3 An unconditional "No Due" & "No claim" shall be made or be filled by the Contractor and the Company shall not be liable to pay any money 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-in-Charge or any other person relating to or effecting the work.

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

5.6.19 **UNDERTAKING**

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

For and on behalf of the tenderer  
(Authorized Signatory)

Seal & Dated

(On the letter head of the tenderer)

**FORM '1'**

**LETTER OF SUBMISSION OF TENDER**

DATE:

FROM

To:

The Group General Manager (Contracts),  
Corporate office,  
Rajasthan State Mines & Minerals Ltd.,  
UDAIPUR 313001 (Raj).

Sub: Tender of Excavation & Removal of 45.00 Lac Bank Cubic Meter Rock From Western Pit  
(A Ext., A & B Blocks) at Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)

Ref: **e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

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 Earnest Money as per NIT in the form of crossed Demand Draft / 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.

<b>D.D. /Pay Order/BG No &amp; Date</b>	<b>Name and Address of Bank</b>	<b>Amount</b>
---	---------------------------------	---------------

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 Earnest Money amount and/or security deposits, or pay to the company or its successors or its 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 Company 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.

Witness Name in Block Letters: Full Address

(On the letter head of the tenderer)

FORM"2"

**CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART I) BID'**

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016.**

Name of Tenderer\_\_\_\_\_

The Check List should be submitted' alongwith TECHNO-COMMERCIAL (PART-I) BID' in the Performa as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA, Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association is needed with special indication that the said Article of Association & Memorandum of Association allows the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)- Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last four financial years.	
5.1	Year (2012-13)	
5.2	Year(2013-14)	
5.3	Year(2014-15)	
5.4	Year(2015-16)	
5.5	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
6.0	Main business activities (experience) of the tenderer	
6.1		
6.2		
6.3		

7	Others (Please specify)	
8	Details of concurrent commitments (FORM 4 )	
9	Acceptance of tender terms & conditions.	
10	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes /No.
11	Whether the tenderer has proposed any conditions addition/modification/ deviation to the terms & of the tender.	Yes /No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 5)
12	Proposed site organization	
13	Copy of P.F. registration certificate	
14	Copy of Service Tax registration certificate	
15	List of trained & experienced Technical persons employed with the contractor showing their qualification and experience.	
16	Any other relevant information about the tenderer.	
17	Affidavits on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes No.
18	Details of Earnest money deposited (as per NIT) Demand Draft /Pay order	No. & Date. Name of Bank & Payable at
19	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions alongwith "Price Bid". If any such additional condition and/ or deviation are found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
20	Action plan regarding acquiring/getting requisite machinery for successful execution of the entire work.	
21	PAN No.	
22	Status of registration under MSMED Act along with copy of certificate	
23	Any other information/document Tenderer wish to submit to strengthen his bid.	

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may not be opened, for which, the Tenderer will be responsible . Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. Before enclosing the documents read carefully the tender document conditions/stipulations and enclose the requisite documents only.
3. Photocopies of the documents shall be self attested.

**(Authorised Signatory)**

Name of the Tenderer: -----

Designation/Relationship of the: -----

Authorised Signatory with the tenderer Date: ----- Place: -----

**DETAILS OF EXPERIENCE, if any**

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

Name of Tenderer \_\_\_\_\_

Tenderer will give information of the work done during immediate three preceding years strictly as per the proforma given below. (The particulars of rock excavation work are required to be given in detail).

Order No.	Full particulars of work carried out by the tenderer	Name & postal address of client	Value of Work	Details of completion of work (date of commencement & date of completion)	Any other information

Certified that the above information is correct.

**Signature of Tenderer**

(On the letter head of the tenderer)

FORM"4"

**DETAILS OF PRESENT COMMITMENT, if any**

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

Name of Tenderer \_\_\_\_\_

Sr. No.	Name of Organization For whom Worked & Work order No. with date	Name of work & order no.	Quantity of work	Period from to	Value of work	% of completed Work(in terms value as well as qty.)	Likely Date of completion	Period of delay (if any)	Penalty or liquidated damages Paid (if any)	Remarks

Certified that the above information is correct.

**Signature of Tenderer**

**EXCEPTIONS AND DEVIATIONS**

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016.**

Name of Tenderer

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of Tender documents	Subject	Deviation

**Signature of Tenderer with office seal**

(On the letter head of the tenderer)

FORM"6"

### PROPOSED SITE ORGANISATION

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016.**

Name of Tenderer \_\_\_\_\_

The Tenderer is to indicate herewith proposed site organization, indicating the number of persons along with their role & responsibilities, which he 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.

The contractor shall strictly have to depute minimum qualified persons, in addition to other requisite supervisory, operational and other staff to accomplish the work satisfactorily as per clause 5.1.11 of this tender document.

Tenderer should attach the Bio-data of site in-charge and Key Personnel along with attested/certified copies of testimonials, certificates in support of educational, professional & statutory qualifications.

**Signature of Tenderer with office seal**



**"PRICE-BID" Performa**

**To be submitted strictly online in the prescribed format provided at <https://eproc.rajasthan.gov.in>**

Name of Work: Excavation & Removal of 45.00 Lac Bank Cubic Meter Rock From Western Pit (A Ext., A & B Blocks) at Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)

**e e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

Name of Tenderer

S. No.	Particulars	Quantity (in Lac BCM)	Rate/Unit (Rs/ BCM)	Total amount (Rs.)
1	<b>Mining of rock phosphate ore</b> including, drilling, digging, excavation, loading, transportation with all leads and lifts to Crushing Plant/s unloading at indicated places and including all preparatory works connected with the work and as per the scope of the work described in the tender.	4.25		
2	<b>Excavation and removal of overburden/waste rock</b> including, drilling, digging, excavation, loading and transportation of Overburden/ waste rock/ to indicated dump yards and all other allied and preparatory works connected with the work as per the directions of Engineer in charge and as described in the scope of work of this tender	40.75		
<b>Total</b>				

**NOTE-**

- Tender rates must be entered in figures & words.
- Unit rate quoted by the tenderer shall be inclusive of all cost of preparatory works and finishing work etc. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- The tenderer shall quote break-up of the unit rates in terms of percentage cost of drilling, excavation, transportation and disposal etc. for all leads and lifts in **Form "8"** attached.
- In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- The prevailing price of diesel (HSD) of IOCL ex Udaipur i.e 56.52 per liter shall be the base price.
- The rate quoted will be inclusive of all taxes, duties, Service tax, levies etc. Prevailing rate of service tax is 15%.

(Authorised Signatory)

Dated: -----

Place: -----

Name Designation & Seal

(On the letter head of the tenderer)

FORM"8"

**"PRICE BID"**

**To be submitted strictly online with BOQ on <https://eproc.rajasthan.gov.in>**

**PROFORMA FOR BREAK-UP OF TENDERERS PRICE QUOTED IN  
FORM "8" IN PERCENTAGES**

**e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

Name of Tenderer \_\_\_\_\_

**BREAK-UP % OF TOTAL**

<b>S.No.</b>	<b>ITEM</b>	<b>ORE</b>	<b>OB</b>
1.	Mobilisation/Initial cost		
2.	Drilling		
3.	Loading		
4.	Haulage to dumps		
5.	Preparation of roads/ramps etc.		
6.	Supervision Establishment		
	Total	<b>100%</b>	

**NOTE:** Only the breakup of the tendered cost in percentage is to be indicated. The percentage should be estimated after taking into account all the related costs for each item.

Dated: -----

Place: -----

(Authorised Signatory)

Name of the Designation/ Relationship of the  
authorised Signatory with the tenderer

## SECTION-7

### ANNEXURES

ANNEXURE 'A'	Undertaking for declaration
ANNEXURE 'B'	Performa of guarantee bond for security deposit.
ANNEXURE 'C'	BANK DETAILS OF TENDERER FOR RTGS/NEFT/ONLINE
ANNEXURE 'D'	AFFIDAVIT IN SUPPORT OF PF
ANNEXURE 'E'	Details of explosives used at Jhamarkotra mines.
ANNEXURE 'F'	Minimum size of major equipment to be deployed for work.
ANNEXURE 'G'	Surface plan showing the Areas proposed for excavation and other surface features/establishments etc. at Jhamarkotra rock phosphate mines
ANNEXURE 'H'	Declaration by the contractor
ANNEXURE 'I'	Performa of guarantee bond for Earnest Money deposit
Annexure J-M	RTPP Act

**UNDERTAKING**

(On non-judicial stamp paper of Rs. 50/-)

**e- Tender No. RSM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016.**

Name of Tenderer.....

I .....S/o .....age.....years, residence  
of .....on behalf of .....(name of tenderer), hereby undertake that:

- (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 or suspended /de-listed by RSMML.
- (3) I / We declare that I/We have not mentioned any exception /deviation of the tender conditions anywhere else in our offer &
- (4) I / We declare that price bid is in prescribed & 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 & the 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.

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public sector bank(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/- )

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

This Deed of Guarantee made between ----- 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/RO.) 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 exceed inRs. --- 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 suretyship 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 - Rock Phosphate 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 Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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 \_\_\_\_\_ 20.

**ANNEXURE "C"**

**BANK DETAILS OF TENDERER FOR RTGS/NEFT/ONLINE  
REFUND OF EMD**

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of Tenderer	
2	e-mail ID	
3	Mobile Number(For SMS)	
4	Bank Account Number	
5	Bank Details; a)Name b)Branch Number c)Address	
6	Type of A/c: Saving/Current/CC/any other	
7	IFSC Code	

**Signature of Tenderer(s) with Seal**

**Date:**

**Place:**

**ANNEXURE "D"**

**(To be typed on Non Judicial Stamp Paper of Rs. 50)**

**AFFIDAVIT IN SUPPORT OF PF**

**Ref: e- Tender No. RSMM/CO/GGM (Cont)/Cont-09/16-17 dated 08.08.2016**

**Name of Tenderer:**

I -----S/o Shri -----aged -----  
Year----- Resident of ----- On the behalf of the tenderer i. e.  
M/S-----Hereby undertake oath and state as under;

1. That I/We have submitted a tender for-----  
-----
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF/MP Act are not applicable on me/ us ( i. e. the above tenderer/ contractor)
4. That in case during the currency of the contract, I/We come under the preview of the EPF& MP Act, then I/We will get myself/ ourselves registered with the concerned PF Commissioners.

**(Authorized Signatory)**

**Verification**

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed, so help me god.

**Deponent**  
**(Authorized Signatory)**



**DETAILS OF EXPLOSIVES PRESENTLY BEING USED\***  
**AT JHAMARKOTRA MINES**

Sr. No	Description
	<b>Explosives</b>
1	S.S.Power 90% 25 mm
2	Rajblast 83 mm
3	Raj Col 83 mm
4	SS Power blast Super 125 mm
5	Emulboost-125 gm
6	Emulboost-175 gm
7	Emulboost-250 gm
8	Emulboost-400 gm
9	ANFO by BLS
10	EMULSION
	<b>Accessories</b>
1	S-Cord II PETN
2	Cord Relay-17,25,42,50ms
3	Electric Detonator (EDN)
4	E-Det
5	TLD-17,25,42 ms
6	Sridet DTH 475ms (8,10,12m)
7	SridetTLD25ms(6,8),42ms(8m)

\*Note: The type and brand name of explosive may subject to change, in view of various procurement modalities and management policies.

**MINIMUM SIZE OF MAJOR EQUIPMENT TO BE DEPLOYED**

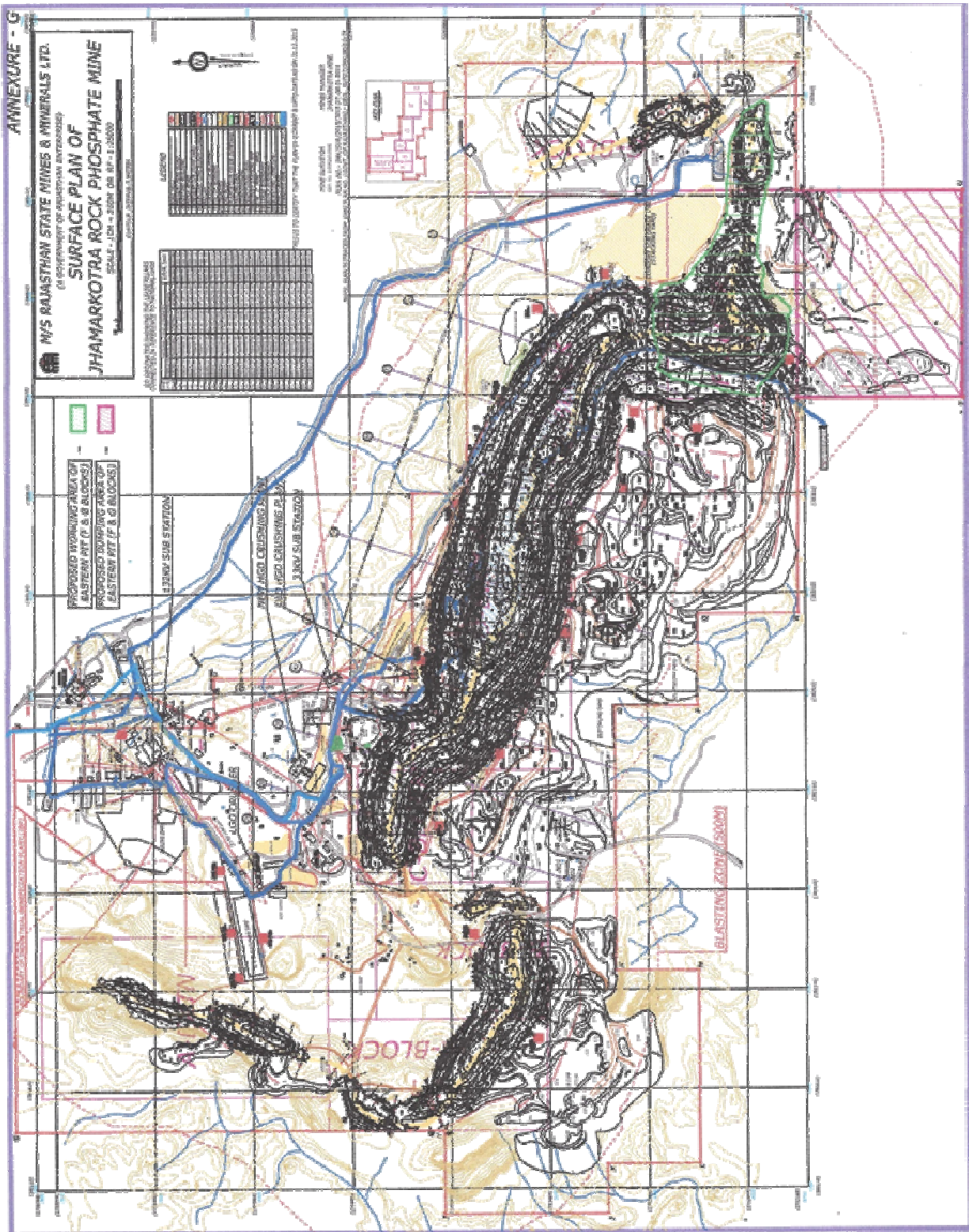
The size of equipment to be deployed in Areas Western Pit (A Ext., A & B Blocks) for the work defined under the scope of work of this tender document is as under:

Excavators	<b>Bucket capacity of about 1.5 cum bucket capacity. One no. of excavator shall be 0.90 cum capacity</b>
Drills	<b>102 mm dia. crawler mounted</b>
Dumper/Tripper	<b>25 MT capacity</b>
Crawler mounted Dozer/ Wheel Loader	<b>110 hp /1 cu m bucket</b>

**Note:**

1. Initially Equipments/vehicles manufactured older than 5 years from the date of issue of DLOA/LOA will not be considered.
2. Along with the suggested size for major equipment smaller equipment may be required for development work.
3. The contractor shall maintain adequate number of equipment to meet the production requirement along with sufficient numbers of supportive and ancillary equipment.
4. The equipment to be deployed against this contract shall be reliable and maintained healthy to avoid idle time and any slippage on performance. No equipment will be deployed, which in the opinion of DGMS or EIC is unsafe for working in the condition prevailing at site.

**Surface plan**



**DECLARATION BY THE CONTRACTOR**

1. I/we do hereby confirm and declare that we have independently inspected Jhamarkotra Mines, ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
2. I/we have also ascertained the location and situation Western Pit (A Ext.,A &B Blocks) area/site where the departmental/contractual mining operations are going on/ would be going on and the specified areas where the Contractor would be required to undertake the excavation work and re-handling of dumped material and the location of dumping site in Western Pit (A Ext.,A &B Blocks) blocks earmarked for waste rock disposal for the specified areas and locations of crushing plants/ore stacks, where the contractor will be required to transport the ore mined during the course of excavation, including the site where the existing Contractor/s are undertaking the excavation of rock in Western Pit (A Ext.,A &B Blocks) including the dumping site set apart for them, existing approach road/s and the location & levels where the Contractor will be required to construct and maintain haul road for transport operations, make, quality and type of explosives and blasting accessories that is being stored by the Company and is being used for excavation of rock, charge factor, landed cost/rate/issue price of diesel & explosives etc. including other data, information, particulars etc. appreciating all pros and cons for simultaneous and concurrent working at site/s, while the departmental operations and the Contractor's excavation operations might be in progress, availability of source of water in the area, availability of land and its location/distance from site camp, stores, etc. and all such other information, whether technical/commercial or otherwise.
3. I/we have also assessed and satisfied our self 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 etc.
4. I/We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorised Signatory)  
Name of the Designation! Relationship of  
the authorised Signatory with the tenderer

**PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT**

(To be issued by any Public sector bank(except SBI)/ICICI/Axis/HDFC Bank having its Branch at Udaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/-)

B.G. No. \_\_\_\_\_

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a 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 furnish BG for EMD 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 Excavation & Removal of .....

Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan) ..... (hereinafter called 'the said Tender) of Earnest Money 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.....lacs .

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. .... lacs as Earnest Money 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. ----- lacs 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 tenderer's 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. -----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 GGM(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 suretyship 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. -----lacs is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/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 dated \_\_\_\_\_ 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 jurisdiction

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 as per Stamp Act Prevailing in the state of Rajasthan, executed on this date \_\_\_\_ of \_\_\_\_\_, 20...

## 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.

- i. 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.

**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

Place

Signature of bidder

Name:

Designation:

Address:



The designation and address of the First Appellate Authority is –

Mines Department  
Government of Rajasthan,  
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department  
Government of Rajasthan,  
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.

**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

**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.

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 25% 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.